

**Contract Number MA-060-16012109 Amendment 1 For
Radio Tower Transmission Equipment Maintenance**

This agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between, InSite Telecom, Inc. with a place of business at 521 W. Briardale Ave., Orange, CA 92865; hereinafter referred to as "Contractor," and the County of Orange, a political subdivision of the State of California, through its Sheriff-Coroner Department with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703, hereinafter referred to as "County," which may be referred individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to County issued solicitation offering the complete Scope of Work as requested in Attachment A, and Contractor represents that its proposed goods and services shall meet or exceed County's requirements and specifications as set forth herein; and,

WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Radio Tower Transmission Equipment Maintenance.

NOW, THEREFORE, the Parties mutually agree as follows:

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, including Attachments A, B, C, and Exhibits 1 & 2 (Blank Child Support Enforcement Certification Requirements Form), which have been incorporated, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County

reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.

- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment C, Compensation and Pricing.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any Software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days'

written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

P. **INSURANCE PROVISIONS**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in

excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of Contractor's current audited financial report.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees and agents as Additional Insured's.

- 2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents. (Not required if a third party carrier is making deliveries)

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests' clause, also known as a "separation of insured's" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. **Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Intentionally left blank.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- FF. **Authority:** The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- HH. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- II. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of contractor for the purpose of auditing or inspecting any aspect of performance under this contract. The inspection and/or audit will be confined to those matters connected with the performance of the contract including, but no limited to, the costs of administering the contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the contractor's records before final payment is

made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

Should the contractor cease to exist as a legal entity, the contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on July 1, 2016 and shall be effective for one year (1) year from that date, unless otherwise terminated by County. Contract may be renewed for up to four (4) additional one-year consecutive terms, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.
3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.
4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County's Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of County. This obligation shall apply to Contractor, Contractor's employees, agents, relatives, sub tier contractors and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.
6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and County safety and health regulations and laws.
7. **County and Contractor Project Manager:** County shall appoint a project manager to act as liaison between County and Contractor during the term of this Contract. County's project manager shall coordinate the activities of County staff assigned to work with Contractor.

Contractor shall appoint a project manager to direct Contractor's efforts in fulfilling Contractor's

obligations under this Contract. Contractor's project manager shall be subject to approval by County and shall not be changed without the written consent of County's project manager. County's project manager shall have the right to require the removal and replacement of Contractor's project manager from providing services to County under this Contract. County's project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to County under this Contract.

8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to County under this Contract. County's project manager shall notify Contractor's project manager in writing of such action. Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by County's project manager. County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to County under this Contract.
9. **Orderly Termination:** After receipt of a termination notice from County, Contractor shall submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.
10. **Reprocurement Costs:** In the case of default by Contractor, County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay County the difference between the Contract cost and the price paid. County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.
11. **County of Orange Child Support Enforcement (Exhibit 2 – Blank County of Orange Child Support Enforcement Certification Requirements Form):** In order to comply with the child support enforcement requirements of County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the agency/department deputy purchasing agent.

Failure of Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from County shall constitute grounds for termination of the Contract.
12. **Authorization Warranty:** Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind

Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

13. **Notices:** Any and all notices permitted or required to be given hereunder shall be deemed duly given (1) upon actual delivery, if delivery is by hand; or (2) upon delivery by the United States mail if delivery is by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other address as the respective Parties may designate from time to time.

For Contractor:

InSite Telecom, Inc.
 521 W. Briardale Ave.
 Orange, CA 92865
 Attn: Ken Nelson
 Ph: 714-282-0663
knelson@insitetelecom.com

For County:

County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Maria Ayala, Buyer
 Ph: 714-834-6360
 Fx: 714-834-6411

14. **Data – Title to:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
15. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. Contractor agrees to supply services and/or commodities requested, as needed by County, at prices listed in the Contract, regardless of quantity requested.
16. **Contractor's Records:** Contractor shall keep an accurate record of time expended by Contractor in the performance of this Contract. Such record shall be available for periodic inspection by the County at reasonable times. Such records will be retained for three (3) years after the expiration or termination of this Contract.
17. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law

or under the Contract.

18. **Prevailing Wage:**

Contractor shall comply with the provisions of Sections 1773, 1775, and 1813 of the Labor Code. All workers, as classified by the provisions of the Labor Code, employed by the Contractor for any services under this Contract or by any subcontractors doing or contracting to do any part of the services under this Contract, shall be paid prevailing wages as required by the above statutes, if and as applicable.

Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

Signature Page

The Parties hereto have executed this Contract# MA-060-16012109 **Amendment 1** for Radio Tower Transmission Equipment Maintenance on the dates shown opposite their respective signatures below.

Contractor*: InSite Telecom, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: InSite Telecom, Inc.

By: _____ Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form

Office of the County Counsel

by: _____

Deputy

ATTACHMENT A

Scope of Work

I. SCOPE OF SERVICES

The Orange County Sheriff communications division operates thirty three radio system facilities. All of the communications facilities have radio antennas, cables, ladders lighting and other equipment attached to various structures. The structures include multiple free standing towers up to 71 meters high. One Guy wire tower 100 meters high and various roof top pole structures. The objective of this contract is for Installation, removal and maintenance of the equipment attached to the tower and building structures that support the Orange county communication systems. Structural modifications to the facilities are not included in the scope of this Contract.

Contractor shall perform all of the following responsibilities and duties as requested by County:

1. Provide maintenance and repair of transmitting and receiving antennas, antenna cable, base stations and microwave radios including dishes and waveguide.
2. Perform emergency antenna and site repairs.
3. Communications towers are located at various sites in Orange County.

II. GENERAL REQUIREMENTS

1. Contractor must be reachable by telephone or pager 24 hours per day, 365 days per year.
2. Contractor shall respond within four hours after notification to site location or to the Orange County Sheriff's Department, Communications Division, Parts Warehouse, located at 840 N. Eckhoff Street, Suite 104, Orange, CA 92868, for routine work. A two hour response time will be required for emergency repairs and installation, allowing for weather and road access restrictions.
3. All work performed by Contractor shall comply with the Orange County Sheriff's Department/Communications Division's General Installation Guidelines, Exhibit 1. The County reserves the rights to amend the General Installation Guidelines when necessary during the term of the Contract.

III. CERTIFICATION AND QUALIFICATION REQUIREMENTS

1. Contractor's tower workers and supervisors shall be trained and certified tower climbers with an active license during the entire term of the Contract. Contractor shall use all required climbing safety equipment. The Contractor shall employ a program of regular climbing apparatus testing. Proof of current certification for tower climbing and documentation of compliance and testing for each employee must be submitted with this bid response.

2. Contractor's tower workers and supervisors shall be trained in Electromagnetic Energy Safety (EME Safety) and compliance and possess personal Radio Frequency Safety (RF Safety) dosimeter monitoring devices. These must be operated at County job working in high Radio Frequency (RF) energy locations. No tower work shall be performed without the presence of a Contractor provided safety person onsite. Where necessary, County operated transmitters shall be turned off to meet Federal Communications Commission Electromagnetic Energy Safety (FCC EME Safety) occupational regulations of tower workers.
3. Contractor must have suitable off-road vehicles capable of accessing remote sites during adverse weather conditions. All off-road vehicles must employ suitable exhaust system spark suppression to minimize fire danger.
4. Contractor's employees must be trained and currently certified in first aid and CPR, maintaining an industrial type first aid kit in their vehicles at all times.
5. Contractor's employees must be trained in fire protection as it applies to remote radio sites, and shall maintain a suitable portable fire extinguisher and a hand shovel in their vehicles at all times when working on County remote sites.
6. Contractor's employees shall be trained in health and safety per the County's requirements as it applies to remote sites and per CALOSHA requirements.
7. Contractor must have an Orange County Business License for the past five (5) Years.
8. Contractor shall have Equipment warehouse Facility and transportation capabilities.
9. Contractor shall have full Communications site construction experience, including Heating Ventilating and Air Conditioning (HVAC)
10. Contractor shall have experience in Tower erecting including portable site installations.
11. Contractor shall have experience with Grounding system installation, Solar power systems installation and optimization, DC Power installation, Fiber installation both splicing and testing.
12. Contractor shall have Microwave, paging and cellular antenna line installation and optimization. System sweep testing and passive intermodulation (PIM) testing.
13. Contractor shall have Site surveys and tower mapping to include as-built reports, site condition, power surveys and inventory.
14. Contractor shall have Line-of-Site path flashing for point to point Microwave applications, and site decommissioning and demolition.

15. Contractor shall have Radio Frequency (RF) Electro Magnetic Exposure (EME) monitoring capabilities.

16. Contractor shall be capable of repairing and maintaining FAA tower clearance light systems.

ATTACHMENT B**PRICING**

The hourly rate listed below includes all cost for the work including direct and indirect labor charges, truck, all necessary equipment, tools, travel, and other expenses.

1. REGULAR HOURS: **\$ 74.00/per hour**
Monday through Friday, (8:00 a.m. to 5 p.m.)

2. PREMIUM HOURS: **\$ 87.00/per hour**
Monday through Friday, (5:00 p.m. to 8:00 a.m.)

3. SPECIAL HOURS: Saturday **\$ 87.00/per hour**
Sunday and Holidays **\$100.00/per hour**

4. MATERIALS CHARGE (Contractor cost plus percentage markup) **10%**

- Labor hour shall be charged on the basis of actual time spent on each job, not on portal-to-portal basis, and shall be computed to nearest one quarter (1/4) hour.
- Premium Hour or Special Hour rates will be not paid on non-emergency response requests unless specifically authorized by the County Project Manager.
- Material cost will be paid based on actual invoice cost to the Contractor plus the percentage markup.
- All materials items for each location shall be listed on the invoice by location.
- Copies of the actual purchase invoices for each item costing more than **\$50.00** shall be attached to the invoice.

Contract Shall Not Exceed: \$240,928.00 for the term of July 1, 2016 – June 30, 2017.

ATTACHMENT C

Compensation and Pricing Provisions

This is a fixed fee Contract between County and Contractor for goods and services provided in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for services.

1. **Pricing:** Pricing set forth in Attachment B shall be firm for the first term of the Contract. All price decreases will automatically be extended to the County of Orange. County will accept decreases only. Pricing will be firm unless a reduction is available.
2. **Payment Terms:** Invoices are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of commodity/services in accordance with Paragraph F, Acceptance/Payment.

Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County and verified and approved by the Sheriff-Coroner Department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements. Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

3. Invoicing Instructions:

Payments and/or invoices are to be sent to:

County of Orange
Sheriff-Coroner/Communications Division
840 N. Eckhoff Street, Suite 104
Orange, CA 92868
Attn: Jim Donovan

Contractor will provide an invoice for services rendered, not more frequently than monthly. Each invoice will have a number and shall include the following information:

1. Contractor's name and address
2. Contractor's remittance address
3. County Contract number
4. Contractor's Tax I.D. number
5. Date of Order
6. Product description, quantity, prices
7. Sales tax, if applicable
8. Brief description of services

4. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

EXHIBIT 1**COUNTY OF ORANGE
SHERIFF-CORNER DEPARTMENT
COMMUNICATIONS DIVISION**General Installation Guidelines

The following guidelines are provided for installation of equipment and various systems, including antennas and antenna systems, consoles, data systems, voice transmitting and receiving equipment, microwave equipment, and other miscellaneous systems and equipment at various facilities within the County of Orange.

Any variation in these guidelines shall require the approval of the County Project Manager.

COMMUNICATIONS ANTENNAS:

All communications antennas, regardless of specific installation location, shall be erected in such a manner as to be plumb. Antennas shall be installed on mounts provided. If fabrication is necessary antenna mounts shall be HOT-DIP GALVANIZED after fabrication. Antenna mounting hardware shall be of HOT-DIP GALVANIZED or STAINLESS STEEL material. Conduit (which is already galvanized) may be utilized when mounting antennas to buildings, wooden poles or other non-tower structures. Exterior utilization of ELECTRO-GALVANIZED or PLATED material for any type of installation is not permissible.

If the galvanizing on any antenna support is heavily scratched, saw cut, drilled or destroyed in any manner, the damaged area should be repaired using COLD GALVANIZING COMPOUND.

Antenna mounting hardware shall provide a good bond between antenna and antenna mount.

Utilization of side-arm kits and crossover plates for antenna installations on towers is discouraged and shall be considered only on an "as-needed" basis. Utilization of side-arm kits for mounting of antennas on towers having a taper will not be permitted.

OCSD/Communications Division shall make antenna location assignments for all antenna installations at County-controlled sites. The OCSD/Communications Division may also (upon request) make recommendations for installations under the jurisdiction of other agencies. However, unless specifically requested, all Non County installations shall be coordinated with the controlling agency.

COMMUNICATIONS ANTENNA COAXIAL FEED LINE:

All antennas shall have a jumper constructed of Andrew Corp. LDF4-50A (not to exceed 50 inches) and Andrew Corp. LDF5-50A as the primary feed line. A "drip loop" shall be formed as the jumper or feed line is installed. The manufacturer-recommended bending radius

specifications shall not be exceeded. Coaxial feed line connectors shall not fall within, or be obscured by, any antenna support pipe or conduit run when making antenna feed line installations inside of support pipes or conduit runs. Antenna feed line runs to be installed in conduit or pipes will require special consideration and the approval of the OCSD/Communications Division.

All antenna feed line runs to be installed on the Sierra Peak tower shall follow the appropriate Unistrut bracket antenna feed line support. This is dependent upon which side of the tower the antenna is to be mounted. All antenna feed line runs shall be secured to the existing Unistrut brackets with HOT-DIP GALVANIZED Unistrut clamps and STAINLESS STEEL hardware.

All antenna feed line runs to be installed on the Signal Peak tower shall follow the appropriate antenna feed line ladder support. This is dependent upon which side of the tower the antenna is to be mounted. All antenna feed line runs shall be secured to the antenna feed line ladder by using a hanger kit similar to Andrew Corporation Type 42396A-5.

All antenna feed line runs to be installed at the remaining remote site towers shall follow the appropriate antenna feed line ladder support. This is dependent upon which side of the tower the antenna is to be mounted. Accordingly, inside and outside positions on the cable ladder shall be evenly utilized when making antenna feed line installations. All antenna feed line runs shall be secured to the antenna feed line ladder by using the Andrew Corporation snap-in hanger kit (part number 206706-2).

On towers where antenna feed line support systems have not been provided, antenna feed line runs may be secured by the utilization of stainless angle adapter clamps (Andrew part number 31768A) and the appropriate Andrew hanger kit number for size of cable) attached to the tower face cross angles. At other locations where galvanized pipe or electrical conduit has been utilized for mounting antennas, the vertical antenna feed line runs may be secured by the utilization of stainless steel wrap-lock or stainless steel ties. When installing antenna feed line runs, no feed line shall be attached to or supported by any other individual antenna feed line run already installed. Attachment intervals shall follow that of the manufacturer recommendation as provided in the Andrew Corp. reference catalog.

The utilization of messenger cable for antenna feed line support shall be considered on an "as-needed" basis.

Cable trays are provided externally at some locations from antenna towers to buildings and along building antenna feed line entryways. All antenna feed line runs shall be secured to the cable tray by the utilization of black nylon cable ties, with a Panduit specification size 4 and a cross section of H.

Antenna feed line entryways are provided for each individual equipment row. All antenna feed line runs entering or exiting these buildings shall utilize the appropriate entryway for the equipment row being utilized. Each entryway port shall be fully utilized prior to the use of another entryway. Entryway ports at Signal Peak and Sierra Peak shall be sealed with Andrew

Type 34283 Connector Burial Kit or similar type material. Microflect entryway boots are provided for the remaining remote sites.

All antenna feed line runs inside buildings (where cable trays are provided) may be secured by utilization of black nylon cable ties. Where cable trays are not provided, the use of jiffy clips, one-hole pipe straps, rigid conduit straps, Unistrut and Unistrut clamps or black nylon cable ties shall be permitted to secure antenna feed line runs. Utilization of ELECTRO-GALVANIZED or PLATED material inside of buildings is permitted.

When Andrew Corp. LDF5-50A antenna feed line is used for the primary run, it shall terminate (when cable trays are provided) approximately twelve inches prior to being centered over a radio rack or radio cabinet. A jumper cable utilizing Andrew Corp. LDF4-50A shall be constructed to connect the antenna feed line to a base station, duplexer, transmitter combiner or receiver combiner, etc. In some cases RG-214, RG-142, RG-400 or Andrew FSJ4-50B may be permitted.

If a coax protector is to be utilized for the installation, it shall be installed in the cable tray between the 7/8" run of antenna feed line and the jumper cable going to the equipment. The coax protector shall be connected to the ground bus at this point. PolyPhaser (part number IS-B50HN-MA) shall be used for single station installations and an IS-PT50HN-MA or similar shall be used for installations with combiners.

All antenna feed line runs shall have cable identification tags and shall denote antenna location on tower. An antenna location chart and antenna feed line run chart shall be provided by OCSD/Communications for each County-controlled site.

The antenna feed line point of connection to a vertical antenna (Stationmaster type) shall be sealed with electrical tape. A minimum of three wraps shall be utilized. All other types of antennas, with exposed connectors, shall be sealed with Andrew Corp. Type 34283 Connector Burial Kit. This shall consist of one wrap of electrical tape, one wrap of Type 34283 Connector Burial Kit and three additional wraps of electrical tape. All wraps shall be pulled tight.

The point of connection of the Andrew Corp. LDF4-50A and LDF5-50A (on the antenna end) shall be sealed. This shall consist of one wrap of electrical tape, one wrap of Andrew Type 34283 Connector Burial Kit and three additional wraps of electrical tape. All wraps shall be pulled tight.

All antenna feed line runs shall be grounded at the top of all antenna tower structures. This will require the installation of a grounding kit similar to Andrew Corp. Type 204989-2 Strap Kit (for Andrew Corp. LDF5-50A) or appropriate kit number for the antenna feed line being used. The grounding kit shall be placed just prior to the antenna feed line starting down the vertical run. All antenna feed line runs shall again be grounded at the bottom of the vertical run with the same type grounding kit. It shall be placed just prior to the antenna feed line starting the horizontal run at the bottom of the tower. Grounding shall be by attachment to the tower by the use of stainless steel angle adapter clamps and stainless steel screws.

All antennas supported by wooden poles, electrical conduit, or pipe, mounted to building sides or through the roof, shall utilize some type of grounding system. Where possible, this type of support should have, at minimum, a number two wire running to a grounding rod.

CADWELD process shall be utilized to bond the grounding rod and ground wire together. The grounding rod shall be (at minimum) a 5/8-inch steel, copper clad rod with a minimum length of eight feet. This rod should be driven to a depth of eighteen inches below the surface. In some installations this will not be practical, and in these cases a 3/4-inch steel, copper clad rod ten feet in length shall be utilized. This condition shall exist when concrete or asphalt must be penetrated to install a single grounding rod.

MICROWAVE DISH INSTALLATION:

All microwave dish mounts shall be HOT-DIPPED GALVANIZED after fabrication. Each microwave dish leg mount shall be constructed and mounted so as to be plumb. All microwave dishes, after mounting, shall have a stabilizer arm attached and shall be properly anchored so as to prohibit the microwave dish from moving during high winds. Mounting of microwave dishes between tower legs shall be considered on an "as-needed" basis.

Elliptical waveguide shall be utilized for all microwave installations from 6 GHz through 18 GHz. All microwave waveguide shall be grounded by following the same procedure as that of antenna feed line grounding. The required grounding kit shall be obtained from the Andrew Corp. reference catalog for the type of waveguide being utilized. Special consideration shall be given to microwave waveguide installations and shall require contacting the OCSD/Communications Division.

EQUIPMENT INSTALLATIONS:

The County radio facilities are designed to utilize open rack mounting for equipment installation. Floor spacing and electrical outlet spacing in cable trays follow this pattern, which is designed to maximize the amount of equipment within the available floor space.

Some radios, when manufactured, are designed to have the antenna connectors and control cables exit to the side. Side-mounted connectors require additional and odd spacing and disrupt designated floor plans. Mounting of this type of equipment, without modification, shall not be permitted in primary site radio facilities. It may however, be permitted with a single-station installation in County facilities other than primary sites and at locations other than County radio facilities. Installation of this type of equipment shall require coordination for facilities under the jurisdiction of other agencies.

All equipment shall be securely anchored to resist upset in the event of seismic activity. **RAMSET/RED HEAD RM-58 anchors, in conjunction with a grade five bolt**, shall be utilized to secure radio racks or cabinets to concrete floors. A minimum bolt size of 5/8-inch shall be utilized. Care should be exercised in selecting proper length of bolt, proper size flat and lock washers. Racks or cabinets shall be shimmed so as to provide a plumb installation. If applicable, the first rack in each row shall be anchored to the wall. All additional racks (when

installed) shall be bolted to the adjacent rack at the top. Every third racks shall be restrained at the top with an earthquake-bracing kit.

When anchoring equipment to raised flooring, the proper anchor shall be installed in the concrete floor. The retaining bolt or threaded rod shall extend from the anchor to the equipment to be anchored. If applicable, racks shall be restrained at the top.

The OCSD/Communications Division for locations under county control shall make floor space assignments. Installations of equipment shall be well planned in order to provide a minimum of interference or downtime to system users. All installations or modifications that require the disabling of an operational system shall be coordinated with the proper jurisdiction. All equipment installations shall comply with all local building and electrical codes.

All equipment racks and cabinets shall be grounded when installed. Minimum size grounding conductor shall be a #6 solid or stranded conductor and shall be connected only at the equipment rack and at the ground bus. If a method of grounding is unavailable, a grounding rod shall be installed and shall follow the requirements for grounding rod installation. This may be necessary at some building locations or small remote sites.

If required under contract, all related equipment being replaced shall be removed and delivered to a location pre-designated by the proper authority. Reasonable care shall be exercised when removing existing equipment so as not to cause damage. Existing cables shall not be cut without specific approval from OCSD/Communications Division personnel.

CONNECTIONS TO EQUIPMENT:

At County facilities, where radio frequency interference is a high probability, all audio lines shall utilize twisted-pair "Beldfoil Shield" jacketed cable similar to Belden 8450. This is 22-gauge, solid-conductor cable and contains a drain wire, which shall be grounded at the base station end only. This cable may be utilized when making connections to a multiplex channel, demarcation block or punch block. When a "Push-to-Talk" function is required, a two-conductor jacketed cable shall be utilized. Use of telephone-type cable is permissible where a single station is installed in a non-radio frequency interference environment.

All console control functions and audio lines shall be terminated on industry standard punch blocks. Punch blocks shall be of the type that utilizes pre-wired 25-pair connectors. These shall be equipped with shorting clips to allow equipment to be easily isolated. All wiring between consoles shall be by connector only and consoles shall not be "daisy-chained". Cables terminating on punch blocks shall follow industry standard color-coding formats, and shall be neatly dressed and secured. When using pre-made cables, the excess (if more than two foot) shall not be coiled but shall require cutting and attachment of new connector. Each cable shall be tested as to proper continuity and color-coding.

The installation of data, intercom, public address, alarm, closed circuit television, cable television distribution, and other miscellaneous systems shall be considered on an "as-needed" basis.

BATTERIES:

An earthquake-resistant rack shall be utilized when the installation of batteries is required. Batteries shall be installed for maximum protection in reference to seismic area.

When batteries and battery chargers are to be installed and located at a distance from the using equipment, both DC leads (A+ and A-) shall be fused at the source end. Fuse blocks or disconnects shall be located near the batteries. Any length of DC cables that requires physical support shall be installed in conduit runs or cable trays.

System chargers for 24-volt or 48-volt microwave batteries shall have a primary input of 120/208/240 AC voltage. Where possible, all 24-volt or 48-volt system chargers shall operate on 240 or 208 volts AC primary power. Primary power of 480 volts 3 phase may be accommodated at the new Loma facility.

When batteries are installed with a base station and are to be located at a distance from this station, both leads (A+ and A-) shall be fused at the battery end. The A+ lead shall also be fused at the base station end. Any distance of separation that requires physical support shall be installed in conduit runs or cable trays. Distance and current requirement shall determine the size of cable that shall be installed with battery systems. Cable size shall be adequate enough to prevent a voltage drop serious enough to affect the operation of equipment.

COMMENTS:

It is recommended that when multiple sites are to receive installations (as in County backbone systems), bulk feed line shall be supplied. The supplying of cable kits usually results in the removal of one connector, cutting of cable, and re-attachment of the connector. Jumpers supplied with cable kits are normally excessive in length and need to be shortened. This results in a number of feet of feed line for which the customer has paid for, but for which no benefit is received and which requires additional work.

Antenna feed line connectors utilized on each end of Andrew Corp. LDF5-50A and larger cable shall be of the female N-type. Jumper cables of Andrew Corp. LDF4-50A shall have male N-type connectors installed on one end and shall have the appropriate connector required for mating on the other end.

The use of Andrew Corp. FSJ4-50B SUPERFLEXIBLE cable shall be permitted only in those cases where the bending radius required cannot be achieved when using Andrew Corp. LDF4-50A. The use of Andrew Corp. FSJ1-50 or Andrew Corp. LDF2-50 shall not be permitted. Any variation from the above shall require the approval of the GSA/Communications Division for County-controlled facilities. Coordination and approval shall be required with other controlling agencies.

The use of cavities/duplexers shall be utilized on all base station installations when required. Duplexers shall be of the pass/reject or pass-only type. Individual cavities may be of the pass-

only or pass/reject type depending upon the application. Notch/notch duplexers shall not be permitted for any County facility installation.

All base station installations above 50 MHz shall have, at minimum, a single-stage circulator or isolator installed, equipped with proper load. If a circulator or an isolator is used, a harmonic filter shall be installed between the circulator or isolator and the antenna. Frequencies below 50 MHz shall be considered on an "as-needed" basis.

All systems, when installed, shall have SYSTEM DOCUMENTATION "as built" completed prior to final acceptance. This shall include all information necessary for OCSD/Communications personnel to effectively make repairs. This shall include final strapping, cable identification, level settings, modifications, or any other special information that may affect the repair of said equipment. If connected to microwave, it shall have a block diagram showing final system levels and strapping required to make the system operational.

Coordination with the OCSD/Communications Division shall be required when multiplex channels are to be installed in the County Microwave System.

It is highly recommended that batteries used in microwave or base station systems be of the Absorbed or Immobilized Electrolyte type with sealed or self-resealing safety vents and can be mounted in a vertical position with a very small footprint.

EXHIBIT 2**CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

In order to comply with child support enforcement requirements of the County the required Contractor data and certifications must be submitted within 10 days of notification of award.

Failure of a bidder to submit the data and/or certifications required above shall result in the bid being deemed non-responsive and the bidder may be disqualified from being considered for Contract award. Subsequent to issuance of the Contract, failure to comply with all federal and state reporting requirements for Child Support Enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

The certifications will be stated as follows:

"I certify that InSite Telecom, Inc. is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract MA-060-16012109 with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the Contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

County of Orange Child Support Enforcement

Contract Certification

INSTRUCTIONS:

UPON NOTIFICATION OF SELECTION FOR CONTRACT AWARD/REQUEST FOR RENEWAL, **COMPLETE PART I AND PART II.**

RETURN COMPLETED FORM TO: SHERIFF-CORONER DEPARTMENT/PURCHASING SERVICES BUREAU, 320 N. FLOWER ST., SANTA ANA, CA 92703.

PART I

A. In case of an individual contractor, provide:

His/her name, date of birth, Social Security number, and residence address:

B. In the case of contractor doing business in a form other than as an individual, provide:

The name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; OR

C. *If your firm is a non-profit entity please indicate: "N/A, Non-Profit Organization" OR If no single person owns an interest of 10 percent or more please state this fact below.

(Please note: Part II "Certification" must also be signed and returned)

1. Name: _____

D.O.B. _____

SSN No: _____

Residence Address: _____

2. Name: _____

D.O.B. _____

SSN No: _____

Residence Address: _____

PART II

CERTIFICATION (PART I MUST ALSO BE COMPLETED)

I certify that _____ is in full compliance with all applicable Federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract Number: _____ with the County of Orange.

I understand that failure to comply shall constitute a material breach of the contract and the failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____