

**AMENDMENT NUMBER ~~ONE~~ TWO**  
**TO**  
**CONTRACT MA-060-16012109**  
**BETWEEN THE**  
**COUNTY OF ORANGE**  
**AND**  
**INSITE TELECOM, INC.**

This AMENDMENT NUMBER ~~ONE~~ TWO to Contract Number MA-060-16012109 (hereinafter "AMENDMENT NUMBER ~~ONE~~ TWO") between the County of Orange, a political subdivision of the State of California, (hereinafter "COUNTY") and InSite Telecom, Inc. (hereinafter "CONTRACTOR") with a place of business at 521 W. Briardale Ave., Orange, CA 92865, is made and entered upon execution of all necessary signatures.

**RECITALS**

WHEREAS, COUNTY and CONTRACTOR executed a Contract for Radio Tower Transmission Equipment Maintenance on June 17, 2016, as Contract Number MA-060-16012109 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 1, 2016 through and including June 30, 2017 renewable for four (4) additional one (1) year terms; and

WHEREAS, ~~COUNTY desires to amend the ORIGINAL CONTRACT to add~~ on February 28, 2017 the Board of Supervisors approved a one-time increase of \$145,928.00 for the contract term of July 1, 2016 through June 30, 2017, for the removal of old ~~antennas~~ coax antennas and the installation of new coax, antennas and weatherproofing all connections, for a new not to exceed contract amount of \$240,928.00 and the CONTRACTOR agreed to provide those services at the rates set forth in AMENDMENT NUMBER ONE.

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT as Contract Number MA-060-17011548 for a one-year term of July 1, 2017 through and including June 30, 2018 as well as increase the not to exceed contract amount by \$ 153,476.00 for this term to complete the removal of the remainder of the old coax antennas and the installation of new coax antennas and weatherproofing all connections, for a new not to exceed contract amount of \$248,476.00 and the CONTRACTOR has agreed to provide those services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

a. Additional Terms and Conditions, Section Term of Contract of the ORIGINAL CONTRACT is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 7/1/16 through and including 6/30/18, unless otherwise terminated by COUNTY. The period of 7/1/16 through and including 6/30/17 shall be known as Contract number MA-060-16012109. The period of 7/1/17 through and including 6/30/18 shall be known as Contract number MA-060-17011548. This Contract may be renewed for three (3) additional one-year terms by mutual

written agreement of both Parties. The County does not have to give a reason if it elects not to renew.

- b. ATTACHMENT B, Pricing of the ORIGINAL CONTRACT is revised to read in its entirety as follows:

### 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:<br>Monday through Friday, (8:00 a.m. to 5 p.m.)    | \$ <u>74.00</u> /per hour  |
| 2. | PREMIUM HOURS:<br>Monday through Friday, (5:00 p.m. to 8:00 a.m.) | \$ <u>87.00</u> /per hour  |
| 3. | SPECIAL HOURS: Saturday   | \$ <u>87.00</u> /per hour  |
|    | Sunday and Holidays   | \$ <u>100.00</u> /per hour |
| 4. | MATERIALS CHARGE (Contractor cost plus percentage markup)         | <u>10%</u>                 |
- 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.~~

**Contract Shall Not Exceed \$248,476.00 for the term of July 1, 2017 – June 30, 2018**

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-16012109) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract Number MA-060-16012109) is attached hereto as Exhibit B and incorporated by this reference.

4. All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ~~ONE~~ TWO, remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this AMENDMENT NUMBER ~~ONE~~ **TWO** to Contract number MA-060-16012109.

**\*Contractor:**     **InSite Telecom, Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**\*Contractor:**     **InSite Telecom, Inc.**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

*\*If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution 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 Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by the Board of Supervisors: \_\_\_\_\_

Approved as to Form

Office of the County Counsel

by: \_\_\_\_\_

Deputy

**EXHIBIT A**

ORIGINAL CONTRACT (Contract Number MA-060-16012109)

**EXHIBIT B**

AMENDMENT NUMBER TWO (Contract Number MA-060-16012109)