



Contract Review Sheet

SO-3242-19 (3)

Contract for Services #: SO-3242-19 Amendment #: 3

Contact: Camille Brignon Department: Sheriff's Office

Phone #: 503-589-3261 Date Sent: Wednesday, May 25, 2022

Title: Communications Northwest _ Jail Radio Project

Contractor's Name: Communications NW

Term - Date From: December 18, 2019 Expires: June 30, 2022

Contract Total: \$ 276,273.37 Amendment: \$ 5,829.29 New Total: \$ 282,102.66

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%

Source Selection Method: Cooperative Procurement Cooperative # HGAC #18-00268

Description of Services or Grant Award

Communications NW installed a new radio system with a bi-directional amplifier (BDA) for extended radio service in the jail.

Amendment 3 - Clarify contract term date and add funds for completed work

Desired BOC Session Date: 6/15/2022 BOC Planning Date: 6/2/2022

Files submitted in CMS: 5/25/2022 Printed packet & copies due in Finance: 5/31/2022

BOC Session Presenter(s) Nick Hunter

FOR FINANCE USE

Date Finance Received: 5/25/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag
C5B2F3DF257F444...
5/26/2022

Finance - Contracts Date

DocuSigned by:
Camille Brignon
24F6D1523CBA467...
6/7/2022

Contract Specialist Date

DocuSigned by:
Jane E Vetto
D0CFC5B04B9F483...
6/7/2022

Legal Counsel Date

DocuSigned by:
Jan Fritz
DC16351248DE4EC...
6/7/2022

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 6/15/2022

Department: Sheriff's Office Agenda Planning Date: 6/2/2022 Time required: 15 min.

☐ Audio/Visual aids

Contact: Camille Brignon Phone: 503-589-3261

Department Head Signature:

TITLE Communications NW Amendment 3

Issue, Description & Background Communications NW installed a new radio system with a bi-directional amplifier (BDA) for extended radio service in the jail. Amendment 3 - establishes the contract term date and adds funds for completed work.

Financial Impacts: Amendment 3 will add \$5,829.29

Impacts to Department & External Agencies New agreement total = \$282,102.66

Options for Consideration: 1) Approve
2) Deny
3) Take no action at this time

Recommendation: Approve

List of attachments: Original agreement, Amendment 1, Design Build, Amendment 2, Amendment 3, Contract Review Sheet, Board Agenda Review Form, Request for Authorization of Contract over 25%

Presenter: Lieutenant Nick Hunter

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to: Camille Brignon; cbrignon@co.marion.or.us
Nick Hunter; nhunter@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT

Date: 5/23/2022

To: Chief Administrative Officer

Cc: Contract File

From: Camille Brignon

Subject: Amendment Exceeds 25%

The Marion County Sheriff's Office is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Communications Northwest to install a new Radio System that is designed to improve radio communications at the Marion County Jail and improve overall radio performance with a value of \$276,273.37 and an addition of \$5,829.29 will be added to the contract for a new contract total of \$282,102.66 upon approval.


It is necessary to add the additional funds at this time to allow for unforeseen expenses not included in the initial quote for service. The services required to complete this project include Penetrations, Radio repair and a Cisco switch as required by MCIT.

1. Penetrations: The new jail radio is supported by a DAS (Distributed Antenna System) that requires cabling throughout all areas of the jail. The existing cable management system was either at capacity or did not provide access to all needed antenna locations, requiring the contractor to "penetrate" through concrete wall (drill access holes) to complete the cable installation. The original intent was to have these penetrations complete by MC Facilities (if needed), however facilities requested a third party contractor. Communications NW subcontracted this work to comply with facilities creating the unforeseen charge.

2. Portable Radios: Communications NW planned on the programming and preventative maintenance for the portable radios associated with the jail and this specific project. The scope of work to bring portable radios into compliance exceeding basic preventative maintenance and programming exceeded the originally agreed upon scope. The was largely related to existing radios being brought to a compliance and efficiency level needed to operate on the system.

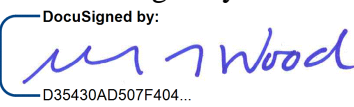
3. In a previous amendment, Marion County upgraded the original radio system to include a dispatch console (central control) and a voice recorder to capture all jail radio traffic. All anticipated IT needs were included in the amendment; however, an addition Cisco Switch was identified to complete the technical installation of the system. The Cisco Switch is necessary for the working capacity and efficiency of the system.

Submitted by:

DocuSigned by:

574858962EE148C...

Division Lieutenant

Acknowledged by:

DocuSigned by:

D35430AD507F404...

Department Head

Approved by:

DocuSigned by:

DC16351248DE4EC...

CAO



Marion County
OREGON

**AMENDMENT # 3 to SO3242-19
the CONTRACT FOR SERVICES
between**

MARION COUNTY and COMMUNICATIONS NORTHWEST

This Amendment No. 3 to the Contract for Services (as amended from time to time, the “Contract”), dated March 16, 2020, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Communications Northwest, hereafter called Contractor. Whereas the parties agree as follows:

- All phases of this agreement, including maintenance and support will be considered complete and this agreement will terminate on June 30, 2022.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

3. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract if Design-Build amendment is executed, which compensation includes any allowable expenses, is \$282,102.66 [\$276,273.37] (Contract Sum if Design-Build Amendment executed).

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**


Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature: 	Date 5/26/2022
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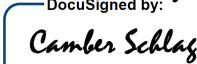
Department Director or designee	Date
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Authorized Signature: 	Date 6/7/2022
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Chief Administrative Officer	Date
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Reviewed by Signature: 	Date 6/7/2022
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Marion County Legal Counsel	Date
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Reviewed by Signature: 	Date 5/26/2022
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Marion County Contracts & Procurement	Date
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COMMUNICATIONS NORTHWEST SIGNATURE

Authorized Signature: _____	Date
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Title: _____



Marion County
OREGON

AMENDMENT # 2 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and COMMUNICATIONS NORTHWEST

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated March 16, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Communications Northwest, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

3. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract if Design-Build amendment is executed, which compensation includes any allowable expenses, is \$276,273.37 [\$208,495.49] (Contract Sum if Design-Build Amendment executed).

Exhibit B has been revised as follows and a Hardware Change Order is hereby incorporated as Exhibit G; Change Work Order 0005 MCSO Jail Avtec-Eventide-Features.

EXHIBIT B

DELIVERABLES (AMENDED)

SITE VISIT CHECKLIST

- Install Avtec Console Position
- Install Eventide Logging Recorder
- Upgrade System Licensing

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES CONTINUED

BOARD OF COMMISSIONERS:

Coleman Miller 11/18/2020
Chair Date

Samuel A. Bonta 11-18-20
Commissioner Date

Ki Cameron 11-18-2020
Commissioner Date

Authorized Signature: Mr J Wood 11.10.2020
Department Director or designee Date

Authorized Signature: Jane Huf 11/17/2020
Chief Administrative Officer Date

Reviewed by Signature: Jane E. Vetter 11/13/20
Marion County Legal Counsel Date

Reviewed by Signature: Camille Schlegel 11/10/2020
Marion County Contracts & Procurement Date

COMMUNICATIONS NORTHWEST

Authorized Signature: [Signature] Date: 12/4/2020

Title: President/CEO

EXHIBIT B

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COMMUNICATIONS NORTHWEST

3101 NE Argyle
Street Portland, OR
97211 Portland, OR

**SOW 105 for Agreement to provide Marion County Services for
Radio System Upgrades – Amended**

11/5/2020	Services Performed By:	Services Performed For:
11/5/2020	Communications Northwest 3101 NE Argyle Street Portland, OR 97211	Marion County Sheriff

PERIOD OF PERFORMANCE

The Services shall commence on 11/5/2020, and shall continue through 06/31/2020.

Completion Timelines:

- Phase I: Design Elements
- Phase II: Hardware Orders
- Phase III: Installation
- Phase IV: Customer Acceptance

ENGAGEMENT RESOURCES

PRIMARY ENGAGEMENT RESOURCES

Primary contacts/conflict resolution

STEVE WATSON

Director of Operations

Contractor Project Manager

PATRICK HOOVER

Vice President of Sales

Contractor

Conflict Resolution/Process Change/Sales Engineer

NICHOLAS HUNTER

Marion County Sheriff's Office

Operations Lieutenant

Conflict Resolution/Process Change/Contract Amendments

WARRANT MCDANIEL

Marion County Sheriff's Office

Jail Lieutenant

SECONDARY ENGAGEMENT RESOURCES

Secondary resources regarding input and design elements

JEFF WOOD

Marion County Sheriff Office
Undersheriff

JOE KAST

Marion County Sheriff Office
Sheriff

TAD LARSON

Marion County Sheriff Office
Jail Commander

DENIS MANSFIELD

Public Works
Administration Division Manager

RICHARD GRABOTIN

Marion County Public Works
Radio Technician

SCOPE OF WORK

Contractor shall provide the Services and Deliverable(s) as follows:

SYSTEM REVIEW/IMPLEMENTATION

It has been requested by Client to install a new DMR Tier III Radio System with a DAS(s) for extended radio service in Marion County

Locations:

Marion County Jail

4000 Aumsville Hwy SE

Transition Center

3950 Aumsville Hwy SE

The hardware is designed to improve radio communications at Marion County Jail and improve overall radio performance. This document provides a scope to install requisite hardware, address future system technologies, feasibility, and associated costs and documentation.

This is a four-phase review and implementation as defined.

PHASE I – DEFINITION OF SERVICE REQUIREMENTS AND SYSTEM DESIGN

Client and Contractor shall host a kickoff meeting with Key Personnel defined in the section titled “**Engagement Resources**” Client will describe their expectations of coverage and design requirements for the radio system upgrade(s). Client will provide Contractor with detailed documentation of existing

building infrastructure to the best of the Clients ability for system engineering. This will define the current condition of the County owned infrastructure and coverage expectations.

This is a joint assessment plan between Client and Contractor. Contractor will leverage vendor engineering expertise to design and implement proposed radio equipment. Including but not limited to RF Site(s), power systems, antenna systems, network equipment, FCC Licensing, and site improvements.

Contractor shall perform an audit of the radio system at the following site:

Marion County Jail

4000 Aumsville Hwy SE Salem, OR 97317

Transition Center

3950 Aumsville Hwy SE Salem, OR 97317

Phase I Completion is defined in detail in the section titled “**deliverables**” of this SOW Document. This will include:

- Site Checklist
- Recommendations
- Fleet Map

PHASE II – SYSTEM ENGINEERING AND DESIGN

Phase II will begin upon completion of Phase I as defined by the deliverables section included within this SOW. Phase II will follow Client’s requirements defined in Phase I of this SOW. Client and required stakeholders defined in the Engagement Resources of this document shall host a kickoff meeting.

SYSTEM ENGINEERING & HARDWARE REQUIREMENTS

- Pre installation Radio System site improvements (if applicable).
- Contractor will provide detailed designs for the following:
 - MCSO County Jail Radio System and DAS
- Client IT Department will be required to provide IT Network Requirements
- System design plan for installation of new radio equipment including coverage expectations.
- System design will incorporate any future radio system upgrades.
- Detailed quote, including equipment, materials, services, and associated costs.

Phase II shall be completed upon document acceptance by Client.

PHASE III – SYSTEM CONSTRUCTION AND TESTING

- **Site Improvements:** Upon approval of Phase II Engineering Design, the client shall be responsible for any site improvements before implementation of new radio system hardware and equipment. Site construction will be complete once the Client has reviewed and verified the sites meet manufacturer site requirements for installation. Contractor shall provide all required engineering and supporting documentation for site improvements.
- **Hardware:** Equipment shall be ordered after completion of Phase II. Contractor will assemble and configure all requisite equipment according to vendor engineered system design and follow vendor recommended guidelines for installation to maintain equipment support and warranty from the chosen vendor(s). Client engagement resources will visit contractor’s facility to observe a test of radio system equipment and confirm that all equipment is operational in accordance with manufacturers specifications and engineering design. Contractor is required to provide a detailed system design. Including As-Builts, FCC Licensing paperwork, Electrical Diagrams, and Hardware Inventory for each listed site.

- **Site Installation:** Site installation will begin when Site Improvements and Factory Acceptance are complete in accordance with Phase II Engineering. Client will provide Contractor with access to County locations. It will be required that Client accept all site installs following vendor pre site checklist. Contractor and Client are responsible for reviewing site checklist documentation before and after installation.
- **System Acceptance:** System Acceptance begins after Site Installation and requisite site checklist documentation is completed. Contractor shall provide a cutover plan to migrate Client radio system users to the new radio system. Client radio system must operate as designed without interruption for 30 consecutive days. During this period, contractor is required to respond to any system issues/outages. Contractor will correct identified issues and the 30-day acceptance period will start over for another 30 days should the system fault be hardware related. Contractor is not responsible for "Acts of God." It is the client's responsibility to accept the radio system after 30 days of uninterrupted service.
- After 30-day acceptance the contractor will provide 90 days of customer support. This includes system troubleshooting, on-site transition training, and Network Support for Client IT and Client Radio Shop personnel. Contractor will provide training options for Client Radio Technicians for radio system maintenance and BDA maintenance. Client will have the option to exercise a service agreement with Contractor to provide maintenance and support.

Phase III is complete at the end of the 90-day acceptance period.

PHASE VI – WARRANTY

- Installation performed by contractor is covered for a period of 1 year after Client acceptance of Phase III.
- Equipment warranty begins after Phase III acceptance.
- Client will be provided options for an ongoing maintenance agreement with Contractor after Phase III completion.

CONTRACTOR DEFINITIONS FOR RADIO SYSTEM INSTALLATION

INSTALL RADIO SITE

To improve the outcome of the new radio system, a few critical steps are required. Auditing the current infrastructure will provide Contractor with intimate details and help familiarize Contractor and Client with current radio needs. This is a key component to obtaining the best outcome for the entirety of this SOW.

CURRENT SYSTEM AUDIT

First step in any radio system deployment is to obtain information to better understand Client needs. Contractor will provide a thorough and detailed review of Client's expectations.

These items include, but are not limited to:

- Site Visits
 - FCC Documentation
- User Consultation
 - Understand end user expectations
- Cooperator requirements

The aforementioned items will help generate an understanding of the expected outcomes pursuant to the Client's needs.

FUTURE SYSTEM REPLACEMENT COSTS

Based on site audits, Contractor will determine final cost(s) to upgrade the radio system. This is presented as a rough order magnitude (ROM). Contractor will take the provided site information from the site audits and propose options to Client and the technologies available. This will include coverage maps at the public safety standard of 3.4 DAQ, 95% reliability with portable and mobile radio coverage in stated County Buildings and outbuildings.

FCC FREQUENCIES

Contractor will provide a thorough explanation and audit of Client's licenses and unlicensed frequencies (if applicable). Frequency management is critical to radio systems success and design. Contractor will determine if any frequency management needs to take place and associated costs. Reports will include all licensed frequencies for portables, mobiles, repeaters, and microwave.

RADIO SYSTEM OPTIONS

A conclusive study will be completed to determine what technologies will best fit Client's future needs.

- Coverage Maps
- DAS Feasibility
- Portable and Mobile Radio Programming

Contractor will provide Client with best available options adherent to Clients radio environment. Contractor will provide detailed design documentation base on Client needs and coverage requirements.

DELIVERABLE MATERIALS

CURRENT SYSTEM DOCUMENTATION AND FINDINGS

PHASE I DELIVERABLES

After collecting aforementioned information, Contractor would determine the best course of action to address the system needs based on initial findings. Collective documentation and inventories are included to support the steps needed to address the current system issues (if applicable).

This includes but not limited to:

- Site Visits
 - Power/Requirements
 - Repeater Hardware
 - Combining System(s)
 - Grounding
- Head End Equipment Room
 - HVAC Systems

- Generators
 - Exterior Structures
- Civil Improvements (if applicable)
 - Civil Improvement Recommendations & Cost
- User Consultation
 - Understand areas of concern
- Cooperator requirements

If it is determined that there are action items to improve the overall site health, those items would be determined in priority order and cost. The cost to improve Client's sites may differentiate from provided BOM's. This information will be included in Contractor's report.

Contractor will provide the following:

- Draft report for approval
- Final report
- Contractor will be required to present Phase I findings to stakeholders in summary documentation with detailed report included

DOCUMENTATION ITEMS

- Evaluate existing infrastructure and detail its suitability as part of short term and long-term future options. Infrastructure evaluated should include:
 - Communications Sites
 - FCC Licensing
 - DAS
 - Radio (LMR) System
 - End User Radio Equipment
- Understand radio needs and expectations for users of the new Client Radio System.
 - Work with user members of the Client organization to understand their day to day operational needs both current and future:
 - User Interviews
 - System Maintainers
- Provide a report that identifies existing conditions and outlines the current operational capabilities or deficiencies.
- Develop a document that outlines communications plan to address all needs of the current system users. The documentation should address what methods or practices Client should continue to use in the operations and maintenance of the new Radio System as a whole. The plan should also outline short- and long-term goals/objectives that the Client can institute to improve system growth and operation.
 - Governance
 - Site Management
 - Radio Asset Management
 - Preventative Maintenance
- Develop a short/long term plan utilizing existing Client Agency owned equipment as practical based upon reliability and compatibility.
- Develop a detailed report of findings, and a short/long-term plan including recommendations based on a combination of safety, continuity of operations, affordability, efficiency, interoperability, and topography.
- At the conclusion of the audit, Contractor will provide a written and verbal report and

recommendation options to a group of identified stakeholders.

- These recommendations and evaluations should consider the following:
 - Radio System Design
 - DAS Design
 - Jail Systems and Auxiliary Capabilities
 - Coverage Maps
 - Indoor/Outdoor
 - New Technology Definitions

Upon completion of the review and analysis project, Contractor will provide a written report to Client and provide an oral review of the scope to the Clients defined engagement resources to include a final demonstration of capabilities and operation. The final project analysis should include recommendations for implementation both short and long term utilizing a phased approach if possible. The recommendation should identify priorities that should be considered by stakeholders for moving forward.

PHASE II DELIVERABLES

Upon Contractor completion of Phase I, Contractor will be required to design and engineer a radio system to upgrade MCSO Jail and will include BDA's to support extended coverage in the Clients chosen technology and coverage requirement definitions. Engineering documentation will be supported by chosen vendor to ensure Client requirements are met and coverage guarantee requirements are also met.

DOCUMENTATION IN ORDER OF PRIORITY

- Site Improvement Engineering
- Network Design
- Coverage Maps
- Radio System Design
- Maintenance Agreement 1 year

Contractor will provide a detailed quote and order of deliverables to the client. All engagement resources will be required to accept the engineering design before implementation.

Contractor will provide the following:

- Draft report for approval
- Final report
- Contractor will be required to present Phase I findings to stakeholders in summary documentation with detailed report included

DELIVERABLES (AMENDED)

SITE VISIT CHECKLIST

- Power/Requirements
 - 120V NEMA L5-30P on a generator circuit. 24 Amps max load.
- Repeater Hardware
 - See attached Visio Design
- Combining System(s)
 - See attached Combining Diagrams
- Grounding

- AC System
 - Ground exterior antenna
- Head End Equipment Room
 - HVAC Systems
 - Facilities to evaluate
 - Generators
- Exterior Structures
 - Non-Pen roof mount for exterior antenna. No modifications
- Civil Improvements (if applicable)
 - Civil Improvement Recommendations & Cost
 - None
- User Consultation
 - Understand areas of concern
 - Increase Channel Capacity and streamline operational overhead.
 - Fleet mapping to occur after acceptance of DDR.
 - Cooperator requirements
- Provide Keys and Programming to identified personnel.
- Install Avtec Console Position
- Install Eventide Logging Recorder
- Upgrade System Licensing

COMMUNICATIONS SITE

MCSO DMR Tier III Proposed Radio System is a single site 3 channel radio system with one (1) exterior antenna and an internal DAS.

The system proposed is to provide 3.4 DAQ at 95% coverage inside the Marion County Jail and outside in and around the County Jail property boundaries.

FCC LICENSING

Marion County was granted license WRFU340 on 5/2/2020. Please see attached document. These will be the radio systems primary operating frequencies.

Marion County Sheriff did not have feasible frequencies available to support DMR Tier III. Communications Northwest was contracted to obtain new licensed frequencies for the new Jail Radio System.

DISTRIBUTED ANTENNA SYSTEM

During initial site visits and customer interviews, there were significant coverage issues. This presented officer safety issues throughout the jail. It has been determined that a DAS would be required to meet the 3.4 DAQ 95% coverage Public Safety Requirement. Please see attached documentation regarding interior and exterior coverage.

RADIO SYSTEM

CURRENT RADIO SYSTEM

Marion County Jail uses antiquated, end of life radio equipment for Jail communications. Each pod has a mobile radio interfaced into Main Control utilizing 4 wire audio connections. 4-wire connections are poorly maintained, unmarked, and not secure. In main control there is no D-Block for 4-wire connections and no cable identification. The equipment used is not supported by their respective manufacturers and is End of Life. The end user would be unable to obtain parts and any critical failure could cripple communications within the jail.

Radio to Radio communication is a manual process and inefficient compared to today's radio technologies.

PROPOSED RADIO SYSTEM

Communication Northwest, in partnership with Tait, is proposing a DMR Tier III 3 Channel Radio System with a Distributed Antenna System to meet customer coverage requirements and address officer safety concerns.

The system will utilize the TB9400. The TB9400 has vendor support through 2035 and consolidates all radio network protocols in one base station, enabled through software keys. This supports change should the county need to change radio protocols. Simple, effective, and no forklift upgrades.

TB9400 RADIO PROTOCOLS:

- DMR Tier II & III
- P25 Phase I
- P25 Phase II
- Analog
- P25 Conventional
- Mixed Mode

DMR Tier III was chosen as a budgetary concern. P25 was proven cost prohibitive for Marion Counties current Kenwood NX series Fleet. MCSO does not have the radio licensing currently to do Phase II Trunking. The chosen system also enriches the end user experience providing extended coverage throughout the jail. And has the capacity to support its many users efficiently and effectively.

The Tait TB9400 will support all P25 compliant features and trunking should the need arise in the future with no costly forklift upgrades to the system.

Please see attached system documentation and specification sheets.

END USER RADIO EQUIPMENT

MCSO maintains a fleet of NX series Kenwood Radios. It will be Communications Northwest's responsibility to program and maintain the radios 1 year after acceptance. This is to maintain control during all acceptance phases and mitigate issues related to radios and system acceptance that would otherwise stall system acceptance.

Marion County Radio Shops will be required to ensure that each radio has its requisite feature key before issuing the radios to Communications Northwest.

All defined radios will be fully serviced according to manufacturer specification and programmed with requisite features and programming templates in accordance with customer needs. Communications Northwest will provide service for any additional radios during the 1-year maintenance contract. This includes programming and database management per the service agreement.

END USER REQUIREMENTS

MCSO has requested 95% Coverage at 3.4 DAQ Indoor in the Jail and the Transition Center. Outdoor coverage is 95% at 3.4 DAQ Portable within the property boundaries. See attached coverage predictions. Coverage analysis complies with end user coverage needs.

End users expect 10 talkgroups currently. The system is flexible and can support more talkgroups should requirements change during fleet mapping. Fleet mapping determines how to program the radios. Communications Northwest will be responsible for making recommendations to Marion County Sheriff end users.

Talkgroup ID's, Radio ID's must comply with SIEC ID assignments. Marion County has reserved ID's. Communications Northwest will work with Region 35 at ODOT to determine usable System ID's, Talkgroup ID's, and Radio ID's. This is to meet SIEC's interoperability requirements and avoid ID duplication across the state.

ACCEPTANCE TESTING

Communications Northwest will write Acceptance test plans based on fleet mapping and system designs.

REQUIRED TEST PLANS

FACTORY ACCEPTANCE

Test set validates system performs within manufacturers specification. The following tests will be carried out to verify system operation.

- Sensitivity
- TX Power Per Design
- PPS
- External Reference
- NTP
- Alarm Tests
- Emergency Clear
- Announcement
- Unit ID Display
- Priority Talkgroup Scanning
- Call Priority
- DMR Tier III Test Per Channel (timeslot verification)
- Control Channel Test – Per Channel (Control Channel Failure)
 - Reaffiliation
- Busy Tones/Grant Tones
- Site Affiliation
 - Verify each radio can register
- Radio Registration
- Alias Verification
- System Management Tests
 - Login Credentials
 - Node Controller Primary
 - Access Controller Primary
 - Firmware/Hardware
 - Access Controller Secondary
 - Firmware/Hardware
- HA Failover
- Fleet Manager
 - Create User
 - Delete User
 - Remove User from Site
 - Block User
 - Inhibit/Uninhibit
 - Create Talkgroups
- Usage Reports
- Create Backup Files (all equipment)
- Logging Files (all equipment)
- Audio Levels
 - Ensure no audio issues with mixed fleet equipment
 - Balance Subscriber Audio

Note: Test sets are not final and are subject to change based on customer needs defined in fleet mapping.

CUSTOMER ACCEPTANCE

Customer Acceptance Testing is traditionally seen as marking the change in a system's ownership from the developers of the system to those that will use the system. It is a distinct phase of testing prior to final sign-off and delivery of a system to the users. The responsibility for acceptance testing will reside with the customer (CAT - Customer Acceptance Testing).

The main objectives of the preceding test phases are those of defect identification and ensuring that each step in the process of building the system delivers working products driven by the end user's needs.

The objective of Customer Acceptance Testing is to give confidence that the system being developed, or changed, satisfies the specified requirements, meets user expectations and is fit for its intended purpose. Unlike the other test phases, an objective of acceptance testing is not to actively look for faults. The expectation should be that the preceding stages of testing have identified and resolved system faults and that the system is ready for operational use.

MCSO and identified staff should be present for acceptance before the next installation phases. It will be an overview of the FAT acceptance test and proof of concept. Here the end user will go through a defined test set to make sure it meets customer needs before site acceptance testing.

Note: Test sets are not final and are subject to change based on customer needs defined in fleet mapping.

SITE ACCEPTANCE TESTING

After Factory Acceptance and Customer Acceptance, Communications Northwest will install all required system infrastructure to include:

- Finishing Visual Check
 - Includes all subsystems and components
- Equipment items FAT Test Settings Verification
- Functionality and Settings Check
- Functionality Verification
- Hot Tests
 - Meet Antenna Power Expectations
- Delivery of the performed tests and documentation package including:
 - Factory Acceptance
 - Customer Acceptance
 - Maintenance and User's manual
 - Spares
 - As Built Technical Drawings
 - Equipment Data Sheets
 - Calibration Paperwork
 - Coverage Analysis
 - Real vs. Expected
 - Radio PM's and Inventory
 - Site Checklist
 - Site Provisioning
 - IP Plans
 - Cutover Plan
 - SOP

Note: Test sets are not final and are subject to change based on customer needs defined in fleet mapping.

COVERAGE ANALYSIS

Coverage Testing will be completed during Site Acceptance. This verifies that the system meets the customers coverage requirements. This includes:

- 40 Grid Coverage Test (Indoors)
 - Building is split into 40 grid sections and RSSI is measured to ensure that the DAS meets the expected receive signal.
 - Test any other customer requested areas.
 - Outdoor Coverage mapping will be done within the property boundaries. Small coverage area. Grid test where feasible (terrain/building issues).
 - Building is split into 40 grid sections and BER is measured to ensure that the DAS meets expected BER no greater than 5%. Digital Systems only.
 - Test any other customer requested areas.
 - Outdoor Coverage mapping will be done within the property boundaries. Small coverage area. Grid test where feasible (terrain/building issues).
- 3.4 DAQ
 - Building is split into 40 grid sections and Harvard sentences are read and recorded to measure DAQ.
 - Test any other customer requested areas.
 - Outdoor Coverage mapping will be done within the property boundaries utilizing Harvard sentences. Small coverage area. Grid test where feasible (terrain/building issues).

Three tests with voice quality and BER averaged will be conducted and provided to MCSO in SAT documentation.

- Final RSSI Grid
- Final BER Average
- DAQ Average

FINAL ACCEPTANCE

Communications Northwest shall demonstrate that the installation and equipment fulfill all requirements outlined in the technical performance specifications. Final acceptance of the overall System will not occur until the total System has successfully met all test criteria, phase-over, and all other requirements of the Contract documents to the sole satisfaction of Marion County Sheriff.

The system should run 30 days uninterrupted. Each interruption related to hardware failures or system issues will restart the 30-day acceptance period.

Contractor shall not be responsible for delays or failures in performance that are due to causes beyond its reasonable control including, but not limited to, acts of God, war, acts of terrorism, fires, severe weather, floods, strikes, blackouts, embargoes or work performed on equipment listed in inventory documents by third parties not authorized by Contractor to perform such work.

MCSO SOP

Radio behavior and communications will drastically change once the DMR Tier III System is implemented. Communications Northwest will work in collaboration with MCSO to develop an SOP for officer training and operation in accordance with MCSO's fleet map.

IT REQUIREMENTS

Communications Northwest will work with Marion County IT to establish remote connections for monitoring and control. The system operates on a LAN and needs little overhead for remote access. Marion County IT has IT equipment inside the jail to support the required network overhead.

The network will be split into two VLAN's. One for Network and one for the Radio System.

Communications Northwest will maintain the equipment on the radio VLAN, and Marion County IT will maintain the network equipment on the management VLAN.

JAIL FACILITIES

Facilities will be required to install one (1) outlet for the UPS on a generator circuit.

- 120V NEMA L5-30P on a generator circuit. 24 Amps max load.

There are no other civil improvements needed at this time.

PHASE III DELIVERABLES

Contractor shall provide the following Phase III deliverables and adhere to the engineering documentation provided to the client during Phase II.

- Site Improvement Completion
- DAS Installation
- Fleet Mapping
- Program Management and Deliverables

RADIO SYSTEM

- Equipment Order Serial Numbers and Asset Management
- As Built
- Rack Designs
- IP Plan(s)
- FCC Paperwork
- Factory Acceptance
- Working as defined (detailed design)

RADIO SYSTEM COVERAGE TESTING

- Facility Coverage Testing
- DAS Testing and Grid Requirements

RADIO SYSTEM ACCEPTANCE

After installation Client will be required to engage with Contractor in Customer Acceptance.

PORTABLE RADIOS

Client will provide contractor with all requisite portable radios for testing and acceptance. Contractor must perform preventative maintenance and provide client with documentation that shows Vendor radios are within manufacturers defined tolerances to limit system failures caused by radios. Contractor is responsible for testing and tuning portable radios.

Radio Requirements

- Baseline Tuning and Preventative Maintenance
- Build Fleet Maps
- Program Radios
 - Registration
 - Call Initiation

- Verify DMR Tier III Features
- 1-year Maintenance

CUTOVER PLAN

Contractor will be required to provide a documented cutover plan. This should include a migration strategy and a plan to provide communications during a system failure during the 30-day acceptance period.

Contractor will provide training and documentation to all Client Engagement Resources as defined in Phase II training requirements during engineering.

PHASE VI DELIVERABLES

Contractor will be required to provide documentation of any system changes or updated during the one-year warranty period to the client.

Contractor will be required to provide training options for Client Radio Technicians. This includes radio system maintenance and BDA/DAS maintenance. Client will have the option to execute a service agreement with Contractor to provide maintenance and support.

Ownership of the finished product, as well as real and intellectual property shall be retained by Client.

CONTRACTOR RESPONSIBILITIES

Contractor also understands that proprietary vendor information may be included during implementation and will be flagged as such throughout the related documentation. Contractor must adhere to Vendor proprietary disclaimers and will be defined thoroughly as it pertains to vendor specific items.

Contractor, any personnel, and Subcontractors identified in the Design-Build Amendment must comply with Criminal Justice Security Policy and will need to be fingerprinted by the county.

CLIENT RESPONSIBILITIES

Client requests that consistent and constant communication between Administrative Staff, Technical Staff, User Members as necessary and designated Stakeholders occur on a regular basis to include an open outline with progress reports and updates throughout the analysis process.

Client is required to schedule and be involved biweekly to engagement resources listed above.

The scope of this project with the recommendation from Contractor for review and discussion with Client.

Client also understands that proprietary vendor information may be included in this study and will be flagged as such throughout the related documentation. Client must adhere to Vendor proprietary disclaimers and will be defined thoroughly as it pertains to vendor specific items.

ASSUMPTIONS

Contractor assumes worst case scenario and assumes this radio system should take no more than 120 days from start date of 7/1/2020.

PROJECT CHANGE CONTROL PROCEDURE

The following process will be followed if a change to this SOW is required:

As each phase gets further defined, amendments will be made to the SOW to further define SOW requirements. Amendments will be added upon Client and Contractor approval. Amendments to the SOW will not be subject to a Project Change Request. Contractor and Client understands project requirements will change based on findings.

Change to Project Cost:

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.

Client

Contractor

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

HARDWARE CHANGE ORDER

PROJECT NAME	MCSO DMR Tier III Radio System/DAS		
LOCATION OF WORK	4000 Aumsville Hwy SE, Salem, OR 97317		
CONTRACT NO.	SOW 105	CHANGE ORDER NO.	0004
REQUESTING PARTY	Communications NW	DATE OF REQUEST	9/3/2020
PROJECT MANAGER	Patrick Hoover	CONTRACTOR	Communications NW
OWNER	Nick Hunter	ENGINEER	Patrick Hoover

CHANGE OVERVIEW

DRAWING / DESCRIPTION OF CHANGE	<p>List and attach any pertinent documentation.</p> <p>Add System Features to support addition of Logging Recorder and Avtec Console Position. Avtec PC Hardware provided by the customer.</p>
REASON FOR CHANGE	Technology upgrade for new radio system. Logging recorder added to record 2 way radio communications. Avtec added to consolidate radio system and future jail subsystem upgrades.
ACTIONS REQUESTED	Provide quote to add Avtec Console, Eventide Logging Recorder, and features to support additional radio system items. Customer to supply necessary hardware to include server, CPU and monitors necessary for system installation.
SUPPORT AND JUSTIFICATION DOCUMENTS	<p>List all attached documents which support the requested change and justify any increased cost and time.</p> <p>Upgrade antiquated radio subsystems and interfaces for future growth and other jail subsystems. Current radio system is old and end of life and needs to be updated.</p>
PRELIMINARY ENGINEERING	N/A
CONSTRUCTION ENGINEERING	N/A
SUMMARY OF ASSUMPTIONS AND RISKS	None.
ITEMS IMPACTED	Project Cost and Network Design. System License addition.

CHANGE IN CONTRACT PRICE

ORIGINAL PRICE	\$ 207,341.53
NET CHANGES OF PREVIOUS CHANGE ORDERS	0
NET INCREASE / DECREASE	\$68,931.84 (Contractor) + \$8,076.00 (Customer Supplied Hardware)
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$ 276,273.37 (Contractor Only) + \$8076.00 (Customer Supplied Hardware) = \$284,349.37

CHANGE IN CONTRACT TIMES

ORIGINAL TIMES	120 Days
NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	0
NET INCREASE / DECREASE	0
TOTAL CONTRACT TIME WITH APPROVED CHANGES	120 Days

ITEMIZED BREAKDOWN OF WORK

	NO. OF HRS	RATE	AMOUNT
CONSTRUCTION	N/A		
DESIGN ALLOCATION	N/A		
OTHER	N/A		
TOTAL			
TAX		N/A	
GRAND TOTAL			

RECOMMENDED BY ENGINEER OF RECORD	Patrick Hoover	APPROVED BY OWNER	
DATE		DATE	
ACCEPTED BY CONTRACTOR		REVIEWED BY FUNDER	
DATE		DATE	

**MARION COUNTY
DESIGN-BUILD
CONTRACT FOR SERVICES**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Communication Northwest, hereinafter called Contractor.

RECITALS:

A. The Houston-Galveston Area Council Cooperative Purchasing Program (HGAC) contract 18-00268 provides an existing contract conforming to Marion County Public Contracting Rules, Section 10-0400, for purchasing radio equipment and engineering services, as described in the *"Harris_Catalog_CAT-PriceCatalog 02-2018.pdf"*.

B. The parties agree that this Design-Build Contract ("The Contract") contemplates a limited initial scope of work (the "Design Services"), namely evaluation of the radio system, design and installation of a new Radio System with a DAS (Distributed Antenna System) for extended radio service in Marion County Jail located at 4000 Aumsville Hwy SE. Included in this project is a VHF BDA (Bi-Directional Amplifier) for the Public Safety Building located at 3610 Aumsville Hwy SE. The hardware is designed to improve radio communications (transmit and receive) in both locations and improve radio performance. This document provides a detailed scope to install requisite hardware, address future system technologies, feasibility, associated costs and documentation and a proposed schedule for completion of the Work. The Design Services scope will be completed with consideration of the Project objectives, which include:

- A new radio system with a Distributed Antenna System (DAS) installed at the Marion County Jail
- Installation of a Very High Frequency (VHF) BDA for the Public Safety Building
- Improvement of radio communications and performance at both locations

C. The Contractor will submit a proposal for performance of the Project Work which will include a proposed Guaranteed Maximum Price (GMP). If the County accepts the Contractor's proposal, the parties will execute a Design-Build Amendment for completion of the Project. If the County does not accept the Contractor's proposal, this Contract will expire. There is no guarantee of work for Contractor beyond the initial Design Services outlined herein.

AGREEMENT:

1. SCOPE OF SERVICES AND SCOPE OF WORK; INCORPORATION OF THE DOCUMENTS

The Contractor shall provide all things necessary for the complete performance of the Design Services, which includes, but is not limited to, evaluation of the current radio system, design development, detailed project schedule and documentation, and performance of related work necessary to submit a thorough proposal.

If a Design-Build Amendment is executed, the Work shall include, but not be limited to, installation of necessary hardware, software and new equipment, storage systems training, removal and repurposing of the old equipment and software, and a schedule and detailed scope for ongoing support and maintenance for the life of the Contract. The Contractor shall provide all things necessary for the complete performance of the Work.

All Project Services and Work shall be performed in accordance with the terms of the Contract.

The following are incorporated by reference and hereby made a part of the Contract:

The Design-Build Documents, consisting of this Contract between the County and Contractor and attached Exhibits (hereinafter, the "Contract"), other documents listed in this Contract including but may not be limited to Bonds, insurance certificates, etc., and the following documents, which may be issued after execution of this Contract: Written amendments to this Contract signed by both parties, including a Design-Build Amendment, and the final Design-Build documents, including but not limited to the new system design, equipment listing, schematic design documents, training documents, delivery and installation schedules, and final, as-is documentation of the installed system.

2. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. If the County accepts Contractor's proposal for performance of the Project Work through an executed Design-Build Amendment, this Contract shall expire one year from the date the Design-Build Amendment is fully executed, or sixty days after the date that all Work shall be substantially complete as set forth in the Design-Build Amendment, whichever is greater. If the County declines to accept the Contractor's proposal, this Contract expires on the date Contractor's proposal expires.

Subsequent to substantial completion of the Design Build Amendment, the parties may further extend the term of this Contract to provide maintenance and support, provided that the total Contract term does not extend beyond fifteen total years, in five year increments.

3. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract if Design-Build Amendment is executed, which compensation includes any allowable expenses, is \$208,495.49 (Contract Sum if Design-Build Amendment executed). The Contract Sum if Design-Build Amendment is executed shall be comprised of the Design Services compensation and the Guaranteed Maximum Price for Project Work.

B. If Design-Build Amendment is not executed; the maximum, not-to-exceed compensation payable to Contractor under this Contract is \$10,000.00. (Contract Sum if Design-Build Amendment is not executed.)

C. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Services or the Work. County will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

4. CONTRACTOR'S DUTIES AND STATUS

A. General Duties

1. The Contractor recognizes the relationship of trust and confidence established between the Contractor and the County by the Agreement. The Contractor shall furnish its best skill, judgment, and cooperation in forwarding the interests of the County.
2. The Contractor shall comply with any applicable licensing requirements in the jurisdiction where the Project is located, including but not limited to ORS 701.026(1).
3. The Contractor shall perform the Services and the Work in accordance with the Design-Build Documents. The Contractor shall not be relieved of the obligation to perform the Services and Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the County.
4. The Contractor agrees to furnish efficient business administration and superintendence, to use every effort to keep an adequate supply of professionals, workers and materials on hand at all times, and to perform the Services and the Work in the best and most sound way and in the most expeditious and economical manner consistent with the interests of the County.
5. The Contractor's System Designer shall perform services consistent with the professional skill and care ordinarily provided by designers practicing in the same or similar locality under the same or similar circumstances. The Contractor's Designer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

B. Project Staffing

1. The following persons shall serve in the following roles for the Contractor:
 - a. Project Manager: Steve Watson; Director of Operations
 - b. Conflict Resolution / Process Change / Sales Engineer: Patrick Hoover; Vice President of Sales
2. The following persons shall serve in the following roles for the County:
 - a. Project Manager / Conflict Resolution: Nicholas Hunter; Lieutenant of Operations
 - b. ITResource: Robert Betegh, Marion County IT
 - c. Project Change: Warren McDaniel; Lieutenant Institutions
 - d. Secondary Engagement Resource: Richard Grabotin, Radio Specialist Public Works

- e. Secondary Engagement Resource: Tad Larson; Commander of Institutions
- f. Secondary Engagement Resource: Jeff Wood; Undersheriff
- g. Secondary Engagement Resource: Joe Kast; Sheriff
- h. Secondary Engagement Resource: Denis Mansfield; Administration Division Manager for Public Works

Unless they leave the employment of the Contractor, the above-named persons shall serve in these positions throughout the duration of the Contractor's performance of the Contract except as approved otherwise in writing in advance by the County. Persons named to replace those set out above must be approved in writing in advance by the County. The County's approvals as required by this subsection shall not be unreasonably withheld.

- 3. The Contractor shall not employ personnel, or contract with System Designers, Subcontractors or suppliers, to whom the County has made reasonable and timely objection.
- 4. If the County has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the County has no reasonable objection.
- 5. If the Contractor changes any of the personnel identified above or Subcontractors identified in the Design-Build Amendment, the Contractor shall notify the County and provide the name and qualifications of the new personnel or Subcontractors. The County may reply within 14 days to the Contractor in writing, stating (1) whether the County has reasonable objection to the proposed personnel or Subcontractors or (2) that the County requires additional time to review. Failure of the County to reply within the 14-day period shall constitute notice of no reasonable objection.
- 6. Except for those persons or entities already identified or required in the Design-Build Amendment, the Contractor, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the County the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The County may reply within 14 days to the Contractor in writing stating (1) whether the County has reasonable objection to any such proposed person or entity or (2) that the County requires additional time for review. Failure of the County to reply within the 14-day period shall constitute notice of no reasonable objection.

E. Use of Owner's Property & Equipment

- 1. Contractor shall not use Owner's Property, Facilities, or Equipment such as Tools, Ladders, Furniture, Janitorial Equipment, Supplies, etc.
- 2. Telephone Usage: Contractor shall not use County's telephones (except pay telephones) unless authorized in advance by the County. The County will bill Contractor for any unauthorized telephone calls plus any costs for investigation and/or billing.

F. Submittals

1. Construction Documents, Shop Drawings and other submittals shall be prepared by a licensed professional. Construction Documents, Shop Drawings and other submittals related to the Work designed or certified by such professionals shall bear such design professional's stamp and signature. The County shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
2. The County's review and approval of design submissions and related documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. The County's review and approval of design submissions does not relieve the Contractor of its contractual obligations. Neither the County's review nor approval of any design submissions and Construction Documents shall be deemed to transfer any design liability from Contractor to the County.

5. SERVICES PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT (Design Services)

- A. Contractor shall utilize a proposal program which gives detailed line items with a breakdown of labor and materials. At the onset of the Services, the Contractor's Project Manager/System Designer will gather relevant job-site contact information for ongoing communication which include the County's Project Manager (PM) and other County personnel.

Design services shall be executed in two phases.

- B. Phase I – Definition of Service Requirements and System Design. County and Contractor shall host a kickoff meeting with Key Personnel defined in section 4. Project Staffing. County will describe their expectations of coverage and design requirements for the radio system upgrade(s). County will provide Contractor with detailed documentation of existing building infrastructure to the best of the County's ability for system engineering. This will define the current condition of the County owned infrastructure and coverage expectations.

This is a joint assessment plan between County and Contractor. Contractor will leverage third party vendor engineering expertise to design and implement proposed radio equipment. Including but not limited to RF Site(s), power systems, antenna systems, network equipment, FCC Licensing, and site improvements.

Contractor shall perform an audit of the radio system at the following two sites:

- Marion County Jail
 - 4000 Aumsville Hwy SE Salem, OR 97317
- Marion County Public Safety Building
 - 3610 Aumsville Hwy SE Salem, OR 97317

Contractor will provide a thorough and detailed review of County's expectations for radio system deployment. These items include, but are not limited to:

- Site Visits
 - FCC Documentation

- User Consultation
 - Understand end user expectations
- Cooperator requirements

Contractor will provide a thorough explanation and audit of County's licenses and unlicensed frequencies (if applicable). Frequency management is critical to radio systems success and design. Contractor will determine if any frequency management needs to take place and associated costs. Reports will include all licensed frequencies for portables, mobiles, repeaters, and microwave.

A conclusive study will be completed to determine what technologies will best fit County's future needs.

- Coverage Maps
- /DAS Feasibility
- Portable and Mobile Radio Programming

Contractor will provide County with best available options.

Phase I Completion is defined in detail in the section titled "deliverables" of this SOW. This will include:

- Site Checklist
- Recommendations

C. Phase 2 - System Engineering and Design. Phase II will begin upon completion of Phase I as defined by the deliverables section included within this SOW. County and Contractor shall host a kickoff meeting.

Contractor shall provide for the following system engineering & hardware requirements:

- Pre installation Radio System site improvements (if applicable).
- Contractor will provide system detailed designs for the following:
 - MCSO County Jail Radio System and DAS
 - MCSO PSB Building BDA
- System design plans for installation of new radio equipment including coverage expectations.
- System designs will incorporate any future radio system upgrades.
- Detailed quote, including equipment, materials, services, and associated costs.

Based on site audits, Contractor will determine final cost(s) to upgrade the radio system. This is presented as a rough order magnitude (ROM). Contractor will take the provided site information from the site audits and propose options to County and the technologies available. This will include coverage maps at the public safety standard of 3.4 DAQ, 95% reliability with portable and mobile radio coverage in stated County Buildings.

Contractor will provide total cost of ownership estimations based on technology. This includes the proposed radio system, DAS and BDA's. Life expectancy of current technologies will also be addressed within this report.

Phase II shall be completed upon document acceptance by County.

D. Phase I Deliverables.

1. After collecting aforementioned information, Contractor **shall** determine the best course of action to address the system needs based on initial findings. Collective documentation and inventories are included to support the steps needed to address the current system issues (if applicable). This includes but not limited to:
 - Site Visits
 - Power/Requirements
 - Repeater Hardware
 - Combining System(s)
 - Grounding
 - Head End Equipment Room
 - HVAC Systems
 - Generators
 - Exterior Structures
 - Civil Improvements (if applicable)
 - Civil Improvement Recommendations & Cost
 - User Consultation
 - Understand areas of concern
 - Cooperator requirements

If it is determined that there are action items to improve the overall site health, those items would be determined in priority order and cost. The cost to improve County's sites may differentiate from provided BOM's. This information will be included in Contractor's report.

2. Contractor will provide the following:
 - Draft report for approval
 - Final report
 - Contractor will be required to present Phase I findings to stakeholders in summary documentation with detailed report included
3. Documentation Items:
 - Evaluate existing infrastructure and detail its suitability as part of short term and long-term future options. Infrastructure evaluated should include:
 - Communications Sites
 - FCC Licensing
 - BDA and DAS Systems
 - Radio (LMR) System
 - End User Radio Equipment

- Understand radio needs and expectations for users of the new County Radio System.
 - Work with user members of the County organization to understand their day to day operational needs both current and future:
 - User Interviews
 - System Maintainers
- Provide a report that identifies existing conditions and outlines the current operational capabilities or deficiencies.
- Develop a document that outlines communications plan to address all needs of the current system users. The documentation should address what methods or practices County should continue to use in the operations and maintenance of the new Radio System as a whole. The plan should also outline short- and long-term goals/objectives that the County can institute to improve system growth and operation.
 - Site Management
 - Radio Asset Management
 - Preventative Maintenance
- Develop a short/long term plan utilizing existing County Agency owned equipment as practical based upon reliability and compatibility.
- Develop a detailed report of findings, and a short/long-term plan including recommendations based on a combination of safety, continuity of operations, affordability, efficiency, interoperability..
- At the conclusion of the audit, Contractor will provide a written and verbal report and recommendation options to a group of identified stakeholders.
- These recommendations and evaluations should consider the following:
 - Radio System Design
 - BDA and DAS Design
 - Jail Systems and Auxiliary Capabilities
 - Partner Integration
 - Coverage Maps
 - New Technology Definitions

Upon completion of the review and analysis project, Contractor will provide a written report to County and provide an oral review of the scope to the County's defined engagement resources to include a final demonstration of capabilities and operation. The final project analysis should include recommendations for implementation both short and long term utilizing a phased approach if possible. The recommendation should identify priorities that should be considered by stakeholders for moving forward.

E. Phase II Deliverables

Upon Contractor completion of Phase I, Contractor will be required to design and engineer a radio system to upgrade MCSO Jail and PSB and will include DAS and BDA to support

extended coverage in the County's chosen technology and coverage requirement definitions. Engineering documentation will be supported by chosen vendor to ensure County requirements are met and coverage guarantee requirements are also met.

1. Documentation in order of priority
 - Site Improvement Engineering
 - Network Design
 - Coverage Maps
 - Radio System Design
2. Contractor will provide a detailed quote and order of deliverables to the County. All engagement resources will be required to accept the engineering design before implementation.
3. Contractor will provide the following:
 - Draft report for approval
 - Final report
 - Contractor will be required to present Phase I findings to stakeholders in summary documentation with detailed report included

F. The Contractor will prepare and submit the final design proposal to the County within sixty (60) days from execution of this Contract. The proposal shall include the following:

1. The proposed Guaranteed Maximum Price, including a written statement of the estimated Cost of the Work organized by trade categories, allowances, contingency, and other items that comprise the Guaranteed Maximum Price in such detail and with such supporting documentation and substantiation as the County may require. **In no event shall the proposed Guaranteed Maximum Price be greater than \$208,495.49, inclusive of the cost of the Design Services.**
2. A detailed schedule outlining key performance dates for all elements of the Work.
3. A schedule of values for all elements of the Work. The schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work.
4. All applicable drawings, diagrams and specifications for the Work, including details of IP Network Segments, VLAN Subnet Recommendations, and Local Area Network maps. Contractor to work directly with Marion County Information Technology (IT) to produce all necessary documentation. A complete listing of proposed materials and hardware for each location, and all other system equipment.
5. The proposed date the Contractor shall achieve Substantial Completion.
6. An enumeration of any assumptions and exclusions, if applicable.

7. The detailed acceptance testing procedure (i.e., test scripts, identification of testers and test resources, etc.) will be a formal deliverable from the Contractor at the end of the Design phase. The specific test scripts and processes that will be used by the parties during the Acceptance Testing for the Systems will be mutually agreed upon by the parties. Contractor will provide County with its standard test scripts and County will revise and update as it deems reasonably necessary. So long as the test scripts are designed to confirm that Contractor delivery of the functionality meets the descriptions set forth in this Contract, then Contractor will accept the test scripts revisions proposed by County.
 8. The date on which the Contractor's proposal expires, which date shall be no earlier than 90 days after submission of the Contractor's proposal to the County.
- G. If the County accepts Contractor's proposal, the County and the Contractor shall execute the Design-Build Amendment in the form set forth on Exhibit A with the blanks and other information completed in the normal course. Contractor will perform the Work described below in accordance with this Contract upon the execution of the Design-Build Amendment.

6. WORK FOLLOWING DESIGN-BUILD AMENDMENT

- A. Contractor will leave the current system functioning while installing the new system equipment.
- B. Contractor's personnel will be onsite approximately one (1) week to relocate existing system equipment and install the new system equipment. Contractor will coordinate with Marion County Information Technology (IT) for connections or work that touch the Marion County IT network.
- C. Contractor shall be responsible for any site improvements before implementation of new radio system hardware and equipment. Site construction will be complete once the County has reviewed and verified the sites meet manufacturer site requirements for installation. Contractor shall provide all required engineering and supporting documentation for site improvements.
- D. Contractor will assemble and configure all requisite equipment following security best practices, third party vendor recommended guidelines for networking equipment and Marion County networking standards. County engagement resources will visit contractor's facility to observe a test of radio system equipment and confirm that all equipment is operational in accordance with manufacturer's specifications and engineering design. Contractor is required to provide a detailed system design; including "As-BUILTs", FCC licensing paperwork, electrical diagrams, and hardware inventory for each listed site.
- E. Site installation will begin when site improvements and factory acceptance are complete in accordance with design documents. County will provide Contractor with access to County locations. Contractor and County are responsible for reviewing site checklist documentation before and after installation.

F. System acceptance begins after site installation and requisite site checklist documentation is completed. Contractor shall provide a cutover plan to migrate County radio system users to the new radio system. County radio system must operate as designed without interruption for 30 consecutive days. During this period, contractor is required to respond to any system issues or outages. Contractor will correct identified issues and the 30-day acceptance period will start over for another 30 days should the system fault be hardware related. County shall accept the radio system after 30 days of uninterrupted service.

G. After 30-day acceptance the Contractor will provide 90 days of customer support. Customer support includes system troubleshooting, on-site transition training, and network support for County IT and other select County personnel. Contractor will provide a written training options plan for County personnel for radio system maintenance and BDA/DAS maintenance. County will have the option to execute a service agreement with Contractor to provide maintenance and support. Contractor shall provide training that meets manufacturer's minimum requirements to support and maintain equipment. This includes factory training and required maintenance equipment such as service monitors, antenna testing, and required tools for warranty assurance per manufacturer guidelines proposed in manufacturers maintenance and service manuals. Contractor will make recommendations based on Client knowledge and required maintenance equipment to support manufacturer warranty.

H. Post Design-Build Deliverables.

1. Contractor shall provide the following post Design-Build deliverables and adhere to the engineering documentation provided to the County during Phase II.

- Site Improvement Completion
- BDA/DAS Installation
- Program Management and Deliverables

2. Radio System

- Equipment Order Serial Numbers and Asset Management
- As Built
- Rack Designs
- IP Plan(s)
- Electrical Diagrams
- FCC Paperwork
- Factory Acceptance
- Working as defined (detailed design)

3. Radio System Coverage Testing

- Facility Coverage Testing
- BDA/DAS Testing and Grid Requirements

4. After installation County will be required to engage with Contractor in Customer Radio System Acceptance.

5. Contractor will be required to provide a documented cutover plan. This should include a migration strategy and a plan to provide communications during a system failure during the 30-day acceptance period.
6. Contractor will provide training and documentation to all County Engagement Resources as defined in Phase II training requirements during engineering. Contractor will be required to provide documentation of any system changes or updated during the one-year warranty period to the client.

Contractor will be required to provide training options for Client Radio Technicians. This includes radio system maintenance and BDA/DAS maintenance. Client will have the option to execute a service agreement with Contractor to provide maintenance and support.

Ownership of the finished product, as well as real and intellectual property shall be retained by Client.

7. COMPENSATION

A. Design Services Compensation. The County will pay the Contractor a maximum, not-to-exceed amount of \$10,000.00 for the Contractor's successful performance of the Design Services in accordance with work following Design-Build Amendment.

B. Project Work Compensation. If the parties execute a Design-Build Amendment, the Cost of the Work is guaranteed by the Contractor not to exceed the Guaranteed Maximum Price, subject to additions and deductions in accordance with the Contract. Costs that would cause the Guaranteed Maximum Price, as it may be adjusted pursuant to this Contract, to be exceeded shall be paid by Contractor without reimbursement by the County.

C. Method of payment for services.

1. Design Services. Contractor shall make monthly applications for progress payments on the Contract as the Services are performed. Applications for payment shall include sufficient supporting documentation evidencing the services performed and progress made. Progress payments shall be made for approved applications.
2. If the parties execute a Design-Build Amendment for completion of the Project Work, County shall make progress payments, in accordance with the Contract, for approved Work as follows:
 - a. Contractor shall submit and obtain County's approval of a progress schedule update.
 - b. Contractor shall submit to the County, an application for each payment and, if required, receipts or other documentation. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the schedule of values which shall aggregate to the payment application total.

- c. Payments shall be based on estimates of Work completed, as indicated in the approved progress schedule update, and the schedule of values.
 - d. Prior payments shall be subtracted so that Contractor does not receive duplicate progress payments for the same Work.
3. A progress payment shall not be considered acceptance or approval of any Services or Work, and shall not be considered a waiver of any defects therein.

D. County will not reimburse Contractor for any expenses under this Contract.

E. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

F. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Sheriff's Office
Attn: Contract Specialist
PO Box 14500
Salem, OR 97309**

8. RESERVED

9. RESERVED

10. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 35. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection 35.3 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].
- d. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11. RESERVED.

12. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

13. TIME IS OF THE ESSENCE.

Contractor agrees that time is of the essence in the performance of this Contract.

14. FORCE MAJEURE.

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

15. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

16. RECOVERY OF FUNDS.

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and unrecovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

17. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

18. REPORTING REQUIREMENTS.

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

19. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

20. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 31 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

21. EARLY TERMINATION.

This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding Section 21C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

22. PAYMENT ON EARLY TERMINATION.

Upon termination pursuant to section 21, payment shall be made as follows:

A. If terminated under Section 21A or 21B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under Section 21C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under Section 21C or 21D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

23. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other

relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

24. GOVERNING LAW AND VENUE.

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

25. OWNERSHIP AND USE OF DOCUMENTS.

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

26. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

27. SUCCESSORS IN INTEREST.

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

28. MERGER CLAUSE.

This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

29. WAIVER.

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

30. REMEDIES.

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under Section 21C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in Sections 21 and 22 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

31. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ Required by County ☒ Not required by County.

- ☐ \$1,000,000 Per occurrence limit for any single claimant; and
- ☐ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ Required by County ☒ Not required by County.

- ☐ \$2,000,000 Per occurrence limit for any single claimant; and
- ☐ \$5,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

32. NOTICE.

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Communications Northwest
3101 NE Argyle St.
Portland, OR 97211

To County:
Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500

33. SURVIVAL.

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 30.

34. SEVERABILITY.

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

35. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or

assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

36. CERTIFICATIONS AND SIGNATURE.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: *[Signature]* 2.26.2020
Sheriff's Office or designee Date

Authorized Signature: _____
Information Technology Director or designee Date

Authorized Signature: *Brian Nicholas* 2/28/2020
Public Works Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

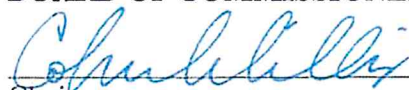
COMMUNICATIONS NORTHWEST SIGNATURE

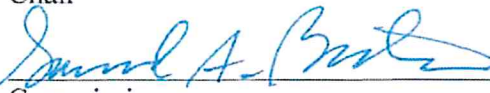
assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

36. CERTIFICATIONS AND SIGNATURE.

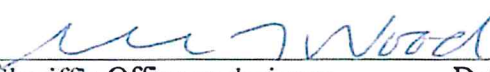
THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

 3/11/2020
Chair Date

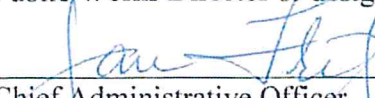
 3-11-20
Commissioner Date

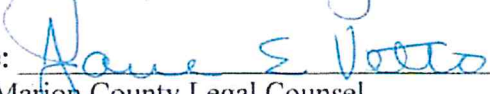
 3.11.2020
Commissioner Date

Authorized Signature:  2.26.2020
Sheriff's Office or designee Date

Authorized Signature:  2-28-2020
Information Technology Director or designee Date


Authorized Signature: See Attached
Public Works Director or designee Date

Authorized Signature:  3/5/20
Chief Administrative Officer Date

Reviewed by Signature:  3/2/20
Marion County Legal Counsel Date

Reviewed by Signature:  2.28.2020
Marion County Contracts & Procurement Date

COMMUNICATIONS NORTHWEST SIGNATURE

Authorized Signature: 

3/16/2020
Date

Title: PRESIDENT / CEO

EXHIBIT A

DESIGN-BUILD AMENDMENT

PROJECT

PARTIES: Marion County, Oregon (County)
555 Court Street NE
P.O. Box 14500
Salem, OR 97301
(503) xxxxxxxx

Communications Northwest (the "Contractor")
3101 NE Argyle St.
Portland, OR 97211

RECITALS

- A. The County and Contractor desire to amend the Contract.
- B. The Contract provides for certain provisions of the Contract to be modified and supplemented in a Design-Build Amendment setting out the agreed remaining terms and conditions of the Contract. This Amendment is the Design-Build Amendment.
- C. The Scope of Work to complete the Project has been submitted by the Contractor and reviewed by the County and the County and Contractor agree to enter into this Amendment regarding the remaining terms and conditions of the Contract related to the remaining installation and configuration of the radio systems for the Jail and Public Safety Building. Contractor's proposal for completion of the work is attached as Exhibit A – Attachment 1 and is hereby adopted as the Scope of Work for this Project.

AMENDMENT

The County and Contractor hereby amend the Contract as follows.

2. COMMENCEMENT AND COMPLETION OF WORK

- A. The date of commencement of the Work under this Amendment shall be the date set forth in a Notice to Proceed.
- B. The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days after the Notice to Proceed and Final Acceptance of the Work not later than _____ days after Substantial Completion.

3. PROJECT WORK

- A. The Contractor agrees to perform the Work for the Project as described in the Agreement, this Amendment, which includes the Contractor's proposal for completion of the Work, and other provisions of the Contract.

4. GUARANTEED MAXIMUM PRICE

- A. The Guaranteed Maximum Price is hereby established in the amount of \$ _____, subject to additions and deductions in accordance with the Contract. Contractor represents that the Guaranteed Maximum Price, is sufficient to cover all of the Contractor's obligations under or arising from this Contract, at law, and otherwise and to have allowed the necessary resources to enable the Contractor to achieve Substantial Completion of the Work within the Contract Time.
- B. Assumptions, if any, on which the Guaranteed Maximum Price is based:

[Identify any assumptions.]

5. BASIS OF PAYMENT FOR SERVICES.

County shall make progress payments on the Contract monthly as the Work progresses. Contractor shall submit and obtain County's approval of a progress schedule update. Payments shall be based on estimates of Work completed, as indicated in the approved progress schedule update, and the schedule of values. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

Contractor shall submit to the County, an application for each payment and, if required, receipts or other documentation. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the schedule of values which shall aggregate to the payment application total.

Prior payments shall be subtracted so that Contractor does not receive duplicate progress payments for the same Work.

Expense Reimbursement. No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.

6. DESIGN-BUILDER'S SUBCONTRACTORS

- A. The Design-Builder shall retain the following Subcontractors identified below:

7. ADDITIONAL PROVISIONS

- A. The above recitals are incorporated into and are part of this Amendment.
- B. Capitalized terms used in this Amendment will have the meanings given to them in the Contract, unless otherwise indicated in this Amendment.

- C. Except as expressly provided in this Amendment, all provisions of the Contract, as it may have been previously amended, will remain in effect.
- D. The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Amendment.
- E. Any exhibits, schedules, and other attachments referenced in this Amendment are part of the Contract.
- F. This Amendment will be effective upon the last date signed below.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed:

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Sheriff's Office or designee Date

Authorized Signature: _____
Information Technology Director or designee Date

Authorized Signature: _____
Public Works Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

COMMUNICATIONS NORTHWEST SIGNATURE

Authorized Signature: _____

Date

Title: _____



Marion County
OREGON

AMENDMENT #1 to the
CONTRACT FOR SERVICES

between

MARION COUNTY and COMMUNICATIONS NORTHWEST

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated March 16, 2020 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Communications Northwest, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**5. SERVICES PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
(Design Services)**

B. Phase I – Definition of Service Requirements and System Design. County and Contractor shall host a kickoff meeting with Key Personnel defined in section 4. Project Staffing. County will describe their expectations of coverage and design requirements for the radio system upgrade(s). County will provide Contractor with detailed documentation of existing building infrastructure to the best of the County's ability for system engineering. This will define the current condition of the County owned infrastructure and coverage expectations.

This is a joint assessment plan between County and Contractor. Contractor will leverage third party vendor engineering expertise to design and implement proposed radio equipment. Including but not limited to RF Site(s), power systems, antenna systems, network equipment, FCC Licensing, and site improvements.


Contractor shall perform an audit of the radio system at the following two sites:

- Marion County Jail
 - 4000 Aumsville Hwy SE Salem, OR 97317
- Marion County Transition Center [Marion County Public Safety Building
 - 3950 Aumsville Hwy SE Salem, OR 97317 [3610 Aumsville Hwy SE Salem, OR 97317]

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURE

Authorized Signature:


Sheriff's Office or designee

6.3.2020

Date

Authorized Signature:


Information Technology Director or designee

June 3, 2020

Date

Authorized Signature: Bria Nigh 6/3/2020
Public Works Director or designee Date

Authorized Signature: Jan Huf 6/5/20
Chief Administrative Officer Date

Reviewed by Signature: Jane E. O'Leary 6/5/20
Marion County Legal Counsel Date

Reviewed by Signature: Th 6/4/2020
Marion County Contracts & Procurement Date

COMMUNICATIONS NORTHWEST

Authorized Signature: Patrick Hoover Date: 6/9/2020

Title: Vice President - Communications Northwest

**MARION COUNTY
DESIGN-BUILD
CONTRACT FOR SERVICES**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Communication Northwest, hereinafter called Contractor.

RECITALS:

A. The Houston-Galveston Area Council Cooperative Purchasing Program (HGAC) contract 18-00268 provides an existing contract conforming to Marion County Public Contracting Rules, Section 10-0400, for purchasing radio equipment and engineering services, as described in the *"Harris_Catalog_CAT-PriceCatalog 02-2018.pdf"*.

B. The parties agree that this Design-Build Contract ("The Contract") contemplates a limited initial scope of work (the "Design Services"), namely evaluation of the radio system, design and installation of a new Radio System with a DAS (Distributed Antenna System) for extended radio service in Marion County Jail located at 4000 Aumsville Hwy SE. Included in this project is a VHF BDA (Bi-Directional Amplifier) for the Public Safety Building located at 3610 Aumsville Hwy SE. The hardware is designed to improve radio communications (transmit and receive) in both locations and improve radio performance. This document provides a detailed scope to install requisite hardware, address future system technologies, feasibility, associated costs and documentation and a proposed schedule for completion of the Work. The Design Services scope will be completed with consideration of the Project objectives, which include:

- A new radio system with a Distributed Antenna System (DAS) installed at the Marion County Jail
- Installation of a Very High Frequency (VHF) BDA for the Public Safety Building
- Improvement of radio communications and performance at both locations

C. The Contractor will submit a proposal for performance of the Project Work which will include a proposed Guaranteed Maximum Price (GMP). If the County accepts the Contractor's proposal, the parties will execute a Design-Build Amendment for completion of the Project. If the County does not accept the Contractor's proposal, this Contract will expire. There is no guarantee of work for Contractor beyond the initial Design Services outlined herein.

AGREEMENT:

1. SCOPE OF SERVICES AND SCOPE OF WORK; INCORPORATION OF THE DOCUMENTS

The Contractor shall provide all things necessary for the complete performance of the Design Services, which includes, but is not limited to, evaluation of the current radio system, design development, detailed project schedule and documentation, and performance of related work necessary to submit a thorough proposal.

If a Design-Build Amendment is executed, the Work shall include, but not be limited to, installation of necessary hardware, software and new equipment, storage systems training, removal and repurposing of the old equipment and software, and a schedule and detailed scope for ongoing support and maintenance for the life of the Contract. The Contractor shall provide all things necessary for the complete performance of the Work.

All Project Services and Work shall be performed in accordance with the terms of the Contract.

The following are incorporated by reference and hereby made a part of the Contract:

The Design-Build Documents, consisting of this Contract between the County and Contractor and attached Exhibits (hereinafter, the "Contract"), other documents listed in this Contract including but may not be limited to Bonds, insurance certificates, etc., and the following documents, which may be issued after execution of this Contract: Written amendments to this Contract signed by both parties, including a Design-Build Amendment, and the final Design-Build documents, including but not limited to the new system design, equipment listing, schematic design documents, training documents, delivery and installation schedules, and final, as-is documentation of the installed system.

2. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. If the County accepts Contractor's proposal for performance of the Project Work through an executed Design-Build Amendment, this Contract shall expire one year from the date the Design-Build Amendment is fully executed, or sixty days after the date that all Work shall be substantially complete as set forth in the Design-Build Amendment, whichever is greater. If the County declines to accept the Contractor's proposal, this Contract expires on the date Contractor's proposal expires.

Subsequent to substantial completion of the Design Build Amendment, the parties may further extend the term of this Contract to provide maintenance and support, provided that the total Contract term does not extend beyond fifteen total years, in five year increments.

3. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract if Design-Build Amendment is executed, which compensation includes any allowable expenses, is \$208,495.49 (Contract Sum if Design-Build Amendment executed). The Contract Sum if Design-Build Amendment is executed shall be comprised of the Design Services compensation and the Guaranteed Maximum Price for Project Work.

B. If Design-Build Amendment is not executed; the maximum, not-to-exceed compensation payable to Contractor under this Contract is \$10,000.00. (Contract Sum if Design-Build Amendment is not executed.)

C. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Services or the Work. County will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

4. CONTRACTOR'S DUTIES AND STATUS

A. General Duties

1. The Contractor recognizes the relationship of trust and confidence established between the Contractor and the County by the Agreement. The Contractor shall furnish its best skill, judgment, and cooperation in forwarding the interests of the County.
2. The Contractor shall comply with any applicable licensing requirements in the jurisdiction where the Project is located, including but not limited to ORS 701.026(1).
3. The Contractor shall perform the Services and the Work in accordance with the Design-Build Documents. The Contractor shall not be relieved of the obligation to perform the Services and Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the County.
4. The Contractor agrees to furnish efficient business administration and superintendence, to use every effort to keep an adequate supply of professionals, workers and materials on hand at all times, and to perform the Services and the Work in the best and most sound way and in the most expeditious and economical manner consistent with the interests of the County.
5. The Contractor's System Designer shall perform services consistent with the professional skill and care ordinarily provided by designers practicing in the same or similar locality under the same or similar circumstances. The Contractor's Designer shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

B. Project Staffing

1. The following persons shall serve in the following roles for the Contractor:
 - a. Project Manager: Steve Watson; Director of Operations
 - b. Conflict Resolution / Process Change / Sales Engineer: Patrick Hoover; Vice President of Sales
2. The following persons shall serve in the following roles for the County:
 - a. Project Manager / Conflict Resolution: Nicholas Hunter; Lieutenant of Operations
 - b. ITResource: Robert Betegh, Marion County IT
 - c. Project Change: Warren McDaniel; Lieutenant Institutions
 - d. Secondary Engagement Resource: Richard Grabotin, Radio Specialist Public Works

- e. Secondary Engagement Resource: Tad Larson; Commander of Institutions
- f. Secondary Engagement Resource: Jeff Wood; Undersheriff
- g. Secondary Engagement Resource: Joe Kast; Sheriff
- h. Secondary Engagement Resource: Denis Mansfield; Administration Division Manager for Public Works

Unless they leave the employment of the Contractor, the above-named persons shall serve in these positions throughout the duration of the Contractor's performance of the Contract except as approved otherwise in writing in advance by the County. Persons named to replace those set out above must be approved in writing in advance by the County. The County's approvals as required by this subsection shall not be unreasonably withheld.

- 3. The Contractor shall not employ personnel, or contract with System Designers, Subcontractors or suppliers, to whom the County has made reasonable and timely objection.
- 4. If the County has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the County has no reasonable objection.
- 5. If the Contractor changes any of the personnel identified above or Subcontractors identified in the Design-Build Amendment, the Contractor shall notify the County and provide the name and qualifications of the new personnel or Subcontractors. The County may reply within 14 days to the Contractor in writing, stating (1) whether the County has reasonable objection to the proposed personnel or Subcontractors or (2) that the County requires additional time to review. Failure of the County to reply within the 14-day period shall constitute notice of no reasonable objection.
- 6. Except for those persons or entities already identified or required in the Design-Build Amendment, the Contractor, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the County the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The County may reply within 14 days to the Contractor in writing stating (1) whether the County has reasonable objection to any such proposed person or entity or (2) that the County requires additional time for review. Failure of the County to reply within the 14-day period shall constitute notice of no reasonable objection.

E. Use of Owner's Property & Equipment

- 1. Contractor shall not use Owner's Property, Facilities, or Equipment such as Tools, Ladders, Furniture, Janitorial Equipment, Supplies, etc.
- 2. Telephone Usage: Contractor shall not use County's telephones (except pay telephones) unless authorized in advance by the County. The County will bill Contractor for any unauthorized telephone calls plus any costs for investigation and/or billing.

F. Submittals

1. Construction Documents, Shop Drawings and other submittals shall be prepared by a licensed professional. Construction Documents, Shop Drawings and other submittals related to the Work designed or certified by such professionals shall bear such design professional's stamp and signature. The County shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
2. The County's review and approval of design submissions and related documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. The County's review and approval of design submissions does not relieve the Contractor of its contractual obligations. Neither the County's review nor approval of any design submissions and Construction Documents shall be deemed to transfer any design liability from Contractor to the County.

5. SERVICES PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT (Design Services)

- A. Contractor shall utilize a proposal program which gives detailed line items with a breakdown of labor and materials. At the onset of the Services, the Contractor's Project Manager/System Designer will gather relevant job-site contact information for ongoing communication which include the County's Project Manager (PM) and other County personnel.

Design services shall be executed in two phases.

- B. Phase I – Definition of Service Requirements and System Design. County and Contractor shall host a kickoff meeting with Key Personnel defined in section 4. Project Staffing. County will describe their expectations of coverage and design requirements for the radio system upgrade(s). County will provide Contractor with detailed documentation of existing building infrastructure to the best of the County's ability for system engineering. This will define the current condition of the County owned infrastructure and coverage expectations.

This is a joint assessment plan between County and Contractor. Contractor will leverage third party vendor engineering expertise to design and implement proposed radio equipment. Including but not limited to RF Site(s), power systems, antenna systems, network equipment, FCC Licensing, and site improvements.

Contractor shall perform an audit of the radio system at the following two sites:

- Marion County Jail
 - 4000 Aumsville Hwy SE Salem, OR 97317
- Marion County Public Safety Building
 - 3610 Aumsville Hwy SE Salem, OR 97317

Contractor will provide a thorough and detailed review of County's expectations for radio system deployment. These items include, but are not limited to:

- Site Visits
 - FCC Documentation

- User Consultation
 - Understand end user expectations
- Cooperator requirements

Contractor will provide a thorough explanation and audit of County's licenses and unlicensed frequencies (if applicable). Frequency management is critical to radio systems success and design. Contractor will determine if any frequency management needs to take place and associated costs. Reports will include all licensed frequencies for portables, mobiles, repeaters, and microwave.

A conclusive study will be completed to determine what technologies will best fit County's future needs.

- Coverage Maps
- /DAS Feasibility
- Portable and Mobile Radio Programming

Contractor will provide County with best available options.

Phase I Completion is defined in detail in the section titled "deliverables" of this SOW. This will include:

- Site Checklist
- Recommendations

C. Phase 2 - System Engineering and Design. Phase II will begin upon completion of Phase I as defined by the deliverables section included within this SOW. County and Contractor shall host a kickoff meeting.

Contractor shall provide for the following system engineering & hardware requirements:

- Pre installation Radio System site improvements (if applicable).
- Contractor will provide system detailed designs for the following:
 - MCSO County Jail Radio System and DAS
 - MCSO PSB Building BDA
- System design plans for installation of new radio equipment including coverage expectations.
- System designs will incorporate any future radio system upgrades.
- Detailed quote, including equipment, materials, services, and associated costs.

Based on site audits, Contractor will determine final cost(s) to upgrade the radio system. This is presented as a rough order magnitude (ROM). Contractor will take the provided site information from the site audits and propose options to County and the technologies available. This will include coverage maps at the public safety standard of 3.4 DAQ, 95% reliability with portable and mobile radio coverage in stated County Buildings.

Contractor will provide total cost of ownership estimations based on technology. This includes the proposed radio system, DAS and BDA's. Life expectancy of current technologies will also be addressed within this report.

Phase II shall be completed upon document acceptance by County.

D. Phase I Deliverables.

1. After collecting aforementioned information, Contractor **shall** determine the best course of action to address the system needs based on initial findings. Collective documentation and inventories are included to support the steps needed to address the current system issues (if applicable). This includes but not limited to:
 - Site Visits
 - Power/Requirements
 - Repeater Hardware
 - Combining System(s)
 - Grounding
 - Head End Equipment Room
 - HVAC Systems
 - Generators
 - Exterior Structures
 - Civil Improvements (if applicable)
 - Civil Improvement Recommendations & Cost
 - User Consultation
 - Understand areas of concern
 - Cooperator requirements

If it is determined that there are action items to improve the overall site health, those items would be determined in priority order and cost. The cost to improve County's sites may differentiate from provided BOM's. This information will be included in Contractor's report.

2. Contractor will provide the following:
 - Draft report for approval
 - Final report
 - Contractor will be required to present Phase I findings to stakeholders in summary documentation with detailed report included
3. Documentation Items:
 - Evaluate existing infrastructure and detail its suitability as part of short term and long-term future options. Infrastructure evaluated should include:
 - Communications Sites
 - FCC Licensing
 - BDA and DAS Systems
 - Radio (LMR) System
 - End User Radio Equipment

- Understand radio needs and expectations for users of the new County Radio System.
 - Work with user members of the County organization to understand their day to day operational needs both current and future:
 - User Interviews
 - System Maintainers
- Provide a report that identifies existing conditions and outlines the current operational capabilities or deficiencies.
- Develop a document that outlines communications plan to address all needs of the current system users. The documentation should address what methods or practices County should continue to use in the operations and maintenance of the new Radio System as a whole. The plan should also outline short- and long-term goals/objectives that the County can institute to improve system growth and operation.
 - Site Management
 - Radio Asset Management
 - Preventative Maintenance
- Develop a short/long term plan utilizing existing County Agency owned equipment as practical based upon reliability and compatibility.
- Develop a detailed report of findings, and a short/long-term plan including recommendations based on a combination of safety, continuity of operations, affordability, efficiency, interoperability..
- At the conclusion of the audit, Contractor will provide a written and verbal report and recommendation options to a group of identified stakeholders.
- These recommendations and evaluations should consider the following:
 - Radio System Design
 - BDA and DAS Design
 - Jail Systems and Auxiliary Capabilities
 - Partner Integration
 - Coverage Maps
 - New Technology Definitions

Upon completion of the review and analysis project, Contractor will provide a written report to County and provide an oral review of the scope to the County's defined engagement resources to include a final demonstration of capabilities and operation. The final project analysis should include recommendations for implementation both short and long term utilizing a phased approach if possible. The recommendation should identify priorities that should be considered by stakeholders for moving forward.

E. Phase II Deliverables

Upon Contractor completion of Phase I, Contractor will be required to design and engineer a radio system to upgrade MCSO Jail and PSB and will include DAS and BDA to support

extended coverage in the County's chosen technology and coverage requirement definitions. Engineering documentation will be supported by chosen vendor to ensure County requirements are met and coverage guarantee requirements are also met.

1. Documentation in order of priority
 - Site Improvement Engineering
 - Network Design
 - Coverage Maps
 - Radio System Design
2. Contractor will provide a detailed quote and order of deliverables to the County. All engagement resources will be required to accept the engineering design before implementation.
3. Contractor will provide the following:
 - Draft report for approval
 - Final report
 - Contractor will be required to present Phase I findings to stakeholders in summary documentation with detailed report included

F. The Contractor will prepare and submit the final design proposal to the County within sixty (60) days from execution of this Contract. The proposal shall include the following:

1. The proposed Guaranteed Maximum Price, including a written statement of the estimated Cost of the Work organized by trade categories, allowances, contingency, and other items that comprise the Guaranteed Maximum Price in such detail and with such supporting documentation and substantiation as the County may require. **In no event shall the proposed Guaranteed Maximum Price be greater than \$208,495.49, inclusive of the cost of the Design Services.**
2. A detailed schedule outlining key performance dates for all elements of the Work.
3. A schedule of values for all elements of the Work. The schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work.
4. All applicable drawings, diagrams and specifications for the Work, including details of IP Network Segments, VLAN Subnet Recommendations, and Local Area Network maps. Contractor to work directly with Marion County Information Technology (IT) to produce all necessary documentation. A complete listing of proposed materials and hardware for each location, and all other system equipment.
5. The proposed date the Contractor shall achieve Substantial Completion.
6. An enumeration of any assumptions and exclusions, if applicable.

7. The detailed acceptance testing procedure (i.e., test scripts, identification of testers and test resources, etc.) will be a formal deliverable from the Contractor at the end of the Design phase. The specific test scripts and processes that will be used by the parties during the Acceptance Testing for the Systems will be mutually agreed upon by the parties. Contractor will provide County with its standard test scripts and County will revise and update as it deems reasonably necessary. So long as the test scripts are designed to confirm that Contractor delivery of the functionality meets the descriptions set forth in this Contract, then Contractor will accept the test scripts revisions proposed by County.
 8. The date on which the Contractor's proposal expires, which date shall be no earlier than 90 days after submission of the Contractor's proposal to the County.
- G. If the County accepts Contractor's proposal, the County and the Contractor shall execute the Design-Build Amendment in the form set forth on Exhibit A with the blanks and other information completed in the normal course. Contractor will perform the Work described below in accordance with this Contract upon the execution of the Design-Build Amendment.

6. WORK FOLLOWING DESIGN-BUILD AMENDMENT

- A. Contractor will leave the current system functioning while installing the new system equipment.
- B. Contractor's personnel will be onsite approximately one (1) week to relocate existing system equipment and install the new system equipment. Contractor will coordinate with Marion County Information Technology (IT) for connections or work that touch the Marion County IT network.
- C. Contractor shall be responsible for any site improvements before implementation of new radio system hardware and equipment. Site construction will be complete once the County has reviewed and verified the sites meet manufacturer site requirements for installation. Contractor shall provide all required engineering and supporting documentation for site improvements.
- D. Contractor will assemble and configure all requisite equipment following security best practices, third party vendor recommended guidelines for networking equipment and Marion County networking standards. County engagement resources will visit contractor's facility to observe a test of radio system equipment and confirm that all equipment is operational in accordance with manufacturer's specifications and engineering design. Contractor is required to provide a detailed system design; including "As-BUILTs", FCC licensing paperwork, electrical diagrams, and hardware inventory for each listed site.
- E. Site installation will begin when site improvements and factory acceptance are complete in accordance with design documents. County will provide Contractor with access to County locations. Contractor and County are responsible for reviewing site checklist documentation before and after installation.

F. System acceptance begins after site installation and requisite site checklist documentation is completed. Contractor shall provide a cutover plan to migrate County radio system users to the new radio system. County radio system must operate as designed without interruption for 30 consecutive days. During this period, contractor is required to respond to any system issues or outages. Contractor will correct identified issues and the 30-day acceptance period will start over for another 30 days should the system fault be hardware related. County shall accept the radio system after 30 days of uninterrupted service.

G. After 30-day acceptance the Contractor will provide 90 days of customer support. Customer support includes system troubleshooting, on-site transition training, and network support for County IT and other select County personnel. Contractor will provide a written training options plan for County personnel for radio system maintenance and BDA/DAS maintenance. County will have the option to execute a service agreement with Contractor to provide maintenance and support. Contractor shall provide training that meets manufacturer's minimum requirements to support and maintain equipment. This includes factory training and required maintenance equipment such as service monitors, antenna testing, and required tools for warranty assurance per manufacturer guidelines proposed in manufacturers maintenance and service manuals. Contractor will make recommendations based on Client knowledge and required maintenance equipment to support manufacturer warranty.

H. Post Design-Build Deliverables.

1. Contractor shall provide the following post Design-Build deliverables and adhere to the engineering documentation provided to the County during Phase II.

- Site Improvement Completion
- BDA/DAS Installation
- Program Management and Deliverables

2. Radio System

- Equipment Order Serial Numbers and Asset Management
- As Built
- Rack Designs
- IP Plan(s)
- Electrical Diagrams
- FCC Paperwork
- Factory Acceptance
- Working as defined (detailed design)

3. Radio System Coverage Testing

- Facility Coverage Testing
- BDA/DAS Testing and Grid Requirements

4. After installation County will be required to engage with Contractor in Customer Radio System Acceptance.

5. Contractor will be required to provide a documented cutover plan. This should include a migration strategy and a plan to provide communications during a system failure during the 30-day acceptance period.
6. Contractor will provide training and documentation to all County Engagement Resources as defined in Phase II training requirements during engineering. Contractor will be required to provide documentation of any system changes or updated during the one-year warranty period to the client.

Contractor will be required to provide training options for Client Radio Technicians. This includes radio system maintenance and BDA/DAS maintenance. Client will have the option to execute a service agreement with Contractor to provide maintenance and support.

Ownership of the finished product, as well as real and intellectual property shall be retained by Client.

7. COMPENSATION

A. Design Services Compensation. The County will pay the Contractor a maximum, not-to-exceed amount of \$10,000.00 for the Contractor's successful performance of the Design Services in accordance with work following Design-Build Amendment.

B. Project Work Compensation. If the parties execute a Design-Build Amendment, the Cost of the Work is guaranteed by the Contractor not to exceed the Guaranteed Maximum Price, subject to additions and deductions in accordance with the Contract. Costs that would cause the Guaranteed Maximum Price, as it may be adjusted pursuant to this Contract, to be exceeded shall be paid by Contractor without reimbursement by the County.

C. Method of payment for services.

1. Design Services. Contractor shall make monthly applications for progress payments on the Contract as the Services are performed. Applications for payment shall include sufficient supporting documentation evidencing the services performed and progress made. Progress payments shall be made for approved applications.
2. If the parties execute a Design-Build Amendment for completion of the Project Work, County shall make progress payments, in accordance with the Contract, for approved Work as follows:
 - a. Contractor shall submit and obtain County's approval of a progress schedule update.
 - b. Contractor shall submit to the County, an application for each payment and, if required, receipts or other documentation. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the schedule of values which shall aggregate to the payment application total.

- c. Payments shall be based on estimates of Work completed, as indicated in the approved progress schedule update, and the schedule of values.
 - d. Prior payments shall be subtracted so that Contractor does not receive duplicate progress payments for the same Work.
3. A progress payment shall not be considered acceptance or approval of any Services or Work, and shall not be considered a waiver of any defects therein.

D. County will not reimburse Contractor for any expenses under this Contract.

E. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

F. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Sheriff's Office
Attn: Contract Specialist
PO Box 14500
Salem, OR 97309**

8. RESERVED

9. RESERVED

10. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 35. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in Subsection 35.3 of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].
- d. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

11. RESERVED.

12. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT.

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

13. TIME IS OF THE ESSENCE.

Contractor agrees that time is of the essence in the performance of this Contract.

14. FORCE MAJEURE.

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

15. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

16. RECOVERY OF FUNDS.

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and unrecovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

17. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

18. REPORTING REQUIREMENTS.

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

19. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

20. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 31 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

21. EARLY TERMINATION.

This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding Section 21C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

22. PAYMENT ON EARLY TERMINATION.

Upon termination pursuant to section 21, payment shall be made as follows:

A. If terminated under Section 21A or 21B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under Section 21C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under Section 21C or 21D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

23. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other

relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

24. GOVERNING LAW AND VENUE.

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

25. OWNERSHIP AND USE OF DOCUMENTS.

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

26. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

27. SUCCESSORS IN INTEREST.

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

28. MERGER CLAUSE.

This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

29. WAIVER.

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

30. REMEDIES.

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under Section 21C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in Sections 21 and 22 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

31. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☐ Required by County ☒ Not required by County.

- ☐ \$1,000,000 Per occurrence limit for any single claimant; and
- ☐ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ Required by County ☒ Not required by County.

- ☐ \$2,000,000 Per occurrence limit for any single claimant; and
- ☐ \$5,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager
- ☐ \$500,000 Per occurrence limit for any single claimant
- ☐ \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ Required by County ☐ Not required by County.

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

32. NOTICE.

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
Communications Northwest
3101 NE Argyle St.
Portland, OR 97211

To County:
Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500

33. SURVIVAL.

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 28, 29, 30.

34. SEVERABILITY.

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

35. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc. delivered to/granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or

assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

36. CERTIFICATIONS AND SIGNATURE.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: *[Signature]* 2.26.2020
Sheriff's Office or designee Date

Authorized Signature: _____
Information Technology Director or designee Date

Authorized Signature: *Brian Nicholas* 2/28/2020
Public Works Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

COMMUNICATIONS NORTHWEST SIGNATURE

assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

36. CERTIFICATIONS AND SIGNATURE.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Charles Hillis 3/11/2020
Chair Date

Samuel A. Burt 3-11-20
Commissioner Date

Kim C... 3.11.2020
Commissioner Date

Authorized Signature: [Signature] 2.26.2020
Sheriff's Office or designee Date

Authorized Signature: [Signature] 2-28-2020
Information Technology Director or designee Date


Authorized Signature: See Attached
Public Works Director or designee Date

Authorized Signature: [Signature] 3/5/20
Chief Administrative Officer Date

Reviewed by Signature: [Signature] 3/2/20
Marion County Legal Counsel Date

Reviewed by Signature: [Signature] 2.28.2020
Marion County Contracts & Procurement Date

COMMUNICATIONS NORTHWEST SIGNATURE

Authorized Signature: 

3/16/2020
Date

Title: PRESIDENT / CEO

EXHIBIT A

DESIGN-BUILD AMENDMENT

PROJECT

PARTIES: Marion County, Oregon (County)
555 Court Street NE
P.O. Box 14500
Salem, OR 97301
(503) xxxxxxxx

Communications Northwest (the "Contractor")
3101 NE Argyle St.
Portland, OR 97211

RECITALS

- A. The County and Contractor desire to amend the Contract.
- B. The Contract provides for certain provisions of the Contract to be modified and supplemented in a Design-Build Amendment setting out the agreed remaining terms and conditions of the Contract. This Amendment is the Design-Build Amendment.
- C. The Scope of Work to complete the Project has been submitted by the Contractor and reviewed by the County and the County and Contractor agree to enter into this Amendment regarding the remaining terms and conditions of the Contract related to the remaining installation and configuration of the radio systems for the Jail and Public Safety Building. Contractor's proposal for completion of the work is attached as Exhibit A – Attachment 1 and is hereby adopted as the Scope of Work for this Project.

AMENDMENT

The County and Contractor hereby amend the Contract as follows.

2. COMMENCEMENT AND COMPLETION OF WORK

- A. The date of commencement of the Work under this Amendment shall be the date set forth in a Notice to Proceed.
- B. The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days after the Notice to Proceed and Final Acceptance of the Work not later than _____ days after Substantial Completion.

3. PROJECT WORK

- A. The Contractor agrees to perform the Work for the Project as described in the Agreement, this Amendment, which includes the Contractor's proposal for completion of the Work, and other provisions of the Contract.

4. GUARANTEED MAXIMUM PRICE

- A. The Guaranteed Maximum Price is hereby established in the amount of \$ _____, subject to additions and deductions in accordance with the Contract. Contractor represents that the Guaranteed Maximum Price, is sufficient to cover all of the Contractor's obligations under or arising from this Contract, at law, and otherwise and to have allowed the necessary resources to enable the Contractor to achieve Substantial Completion of the Work within the Contract Time.
- B. Assumptions, if any, on which the Guaranteed Maximum Price is based:

[Identify any assumptions.]

5. BASIS OF PAYMENT FOR SERVICES.

County shall make progress payments on the Contract monthly as the Work progresses. Contractor shall submit and obtain County's approval of a progress schedule update. Payments shall be based on estimates of Work completed, as indicated in the approved progress schedule update, and the schedule of values. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein.

Contractor shall submit to the County, an application for each payment and, if required, receipts or other documentation. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the schedule of values which shall aggregate to the payment application total.

Prior payments shall be subtracted so that Contractor does not receive duplicate progress payments for the same Work.

Expense Reimbursement. No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.

6. DESIGN-BUILDER'S SUBCONTRACTORS

- A. The Design-Builder shall retain the following Subcontractors identified below:

7. ADDITIONAL PROVISIONS

- A. The above recitals are incorporated into and are part of this Amendment.
- B. Capitalized terms used in this Amendment will have the meanings given to them in the Contract, unless otherwise indicated in this Amendment.

- C. Except as expressly provided in this Amendment, all provisions of the Contract, as it may have been previously amended, will remain in effect.
- D. The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Amendment.
- E. Any exhibits, schedules, and other attachments referenced in this Amendment are part of the Contract.
- F. This Amendment will be effective upon the last date signed below.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed:

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Sheriff's Office or designee Date

Authorized Signature: _____
Information Technology Director or designee Date

Authorized Signature: _____
Public Works Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

COMMUNICATIONS NORTHWEST SIGNATURE

Authorized Signature: _____

Date

Title: _____