

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Federal Engineering, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide Microwave backhaul upgrade assessment, design, and consulting services.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 587,233.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from October 17, 2017 to October 16, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A Scope of Services/Payment Provisions
Addendum No. 1

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 **County Records.** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 **Maintenance of Records.** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 **Access to and Audit of Records.** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 **Royalties and Inventions.** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Alex Zheng, IT Division Manager, Infrastructure	Ron F. Bosco, President and CEO
Name and Title	Name and Title
1590 Moffett Street	10600 Arrowhead Drive
Salinas CA 93905	Fairfax, VA 22030
Address	Address
831-759-6991	703-359-8200
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest.** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment.** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver.** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor.** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 **Disputes.** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting.** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 **Successors and Assigns.** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings.** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 **Non-exclusive Agreement.** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

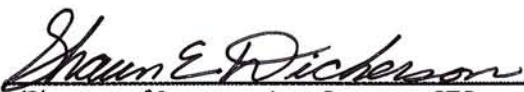
Date: _____

CONTRACTOR

Federal Engineering, Inc.
Contractor's Business Name*

By: 
(Signature of Chair, President, or
Vice-President)*

Ronald F. Bosco, President and CEO
Name and Title
Date: 09/20/2017

By: 
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*
Shawn E. Dickerson, Secretary
Name and Title

Date: 09/20/2017

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9



"Unleashing the Power of Technology"

**Federal
Engineering®**

Federal Engineering, Inc.

10600 Arrowhead Drive

Fairfax, VA 22030

703-359-8200

STATEMENT OF WORK (SOW)

Issued: September 19, 2017

ATTACHMENT TO CONTRACT NAME

CONTRACT NO.: _____

Dated: _____

**MONTEREY COUNTY, CALIFORNIA
MICROWAVE BACKHAUL UPGRADE
ASSESSMENT, DESIGN, AND CONSULTING**

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1. INTRODUCTION AND BACKGROUND

As a result of a competitive procurement, Monterey County (County) selected Federal Engineering (**FE**) to develop the technical scope of work (SOW) for inclusion in the County's request for proposals (RFP) for the implementation of a new, turnkey IP/MPLS microwave system, and to assist the County through the procurement and construction phases. As a precursor to creating the technical SOW, **FE** will work with the County to define the requirements for the new system and to develop a conceptual system design that will be the basis for the development of the technical SOW.

For the procurement phase, **FE** will assist the County with the:

- Pre-proposal conference and site visits
- Response to vendor questions
- Development of the evaluation criteria and creation of the vendor scoresheet
- Review of vendor proposals to confirm compliance with the RFP
- Vendor contract negotiation

For the construction phase, **FE** will:

- Review design submittals from the implementation contractor (Contractor), including the draft and final design packages, to verify compliance with the technical SOW
- Respond to Contractor questions for clarification of technical SOW requirements
- Assist the County with the preparation of change requests
- Witness the factory acceptance test (FAT)
- Provide installation oversight services

2. TASKS TO BE PERFORMED – PHASE 1

2.1 Task 1: Project Initiation, Needs Assessment, and Requirements Definition

2.1.1 Review Existing Documentation

Prior to the Project Initiation Meeting, **FE** will issue a request for information (RFI) to the County to obtain existing microwave system documentation, including site drawings/data, traffic and circuit information, network architecture diagrams, FCC licenses, previous design reports and specifications, and other relevant documents. **FE** will review and utilize this material to understand the existing system and the overall project scope, and for the development of the conceptual system design.

FE Deliverables:

- None

Assumptions:

- None

County Responsibility

- Provide existing system documentation in response to RFI

2.1.2 Project Initiation Meeting

FE will conduct a project initiation meeting with the County team to establish a shared understanding of the project goals, objectives, and vision. Items to be covered are as follows:

- Project objectives and expectations
- Key issues
- Key milestones and schedule
- Deliverables
- Status reporting methodologies
- Progress review meeting schedule
- Immediate issues

Immediately following the project initiation meeting, **FE** will present a current Microwave Radio Technology Best Practices presentation and answer any questions that the County project team may have.

FE Deliverables:

- Project Initiation Meeting Presentation
- Microwave Radio Technology Best Practices Presentation

Assumptions:

- **FE** will facilitate the Project Initiation Meeting and Microwave Radio Best Practices Presentation, and prepare the agenda and minutes
- **FE's** project manager (PM), Director, technical lead, and subject matter expert (SME) will attend the meeting in person

County Responsibility

- Provide a meeting place and projector
- Attendance by the County PM and project team members, and other key stakeholders

2.1.3 Needs Assessment and Requirements Definition

FE will conduct a Requirements Workshop with the County project team, using existing documentation and a sample requirements tracking matrix (RTM) as the basis for discussion.

FE will discuss County issues, concerns, and expectations for the new microwave system. This Requirements Workshop will encompass the following topics, at a minimum:

- Sites requiring microwave connectivity
- Architecture
- Security
- Link capacity
- Network segmentation and MPLS
- Anticipated applications/traffic type
- Reliability and availability
- Locations to be served
- Redundancy (path and equipment)
- Spectrum (licensed and unlicensed)
- Circuit cutover
- Warranty/support

The workshop will provide an opportunity to discuss and gain consensus for the requirements of the new system. Based on the results of the discussions, **FE** will develop an RTM to facilitate design activities, technical SOW development, vendor proposal evaluation, and monitoring the microwave system vendor's compliance to each technical SOW requirement during implementation. Following the workshop, **FE** will submit a *Draft RTM* to the County for review. Based on County review comments, **FE** will develop and submit a *Final RTM*.

FE Deliverables:

- Sample, Draft and Final RTMs

Assumptions:

- The Requirements Workshop will immediately follow the Project Initiation Meeting and Microwave Radio Best Practices Presentation
- **FE** will facilitate the Requirements Workshop
- **FE's** PM, technical lead, and SME will attend the Requirements Workshop in person

County Responsibility

- Provide a meeting place and projector for the Requirements Workshop
- Attendance by the County PM and project team members
- Provide review comments on Draft RTM

2.2 Task 2: Conceptual System Design

FE will utilize site information provided by the County (coordinates, available tower space, existing antenna model/size, etc.), to create a new system with improved reliability and availability, with the goal of creating path redundancy and eliminating all single points of failure.

FE will analyze different architectures using **FE**'s RF path design software, **FEPerformancePro™**, and will develop a preliminary system architecture showing:

- Microwave radio sites and the connectivity between them
- Proposed frequency, protection (hot standby, space diversity, etc.) and capacity for each path
- Approach to achieve the required capacity for each path
- Proposed antenna type, size, height and location for each site/path

FE will conduct an interactive workshop with the County to review the preliminary system architecture and results of our microwave link analysis, and to build consensus and facilitate County "buy-in" of the proposed system. As **FE** reviews the preliminary architecture and individual links with the County, **FE**'s path design expert will display the effects of changing site equipment and/or adding or removing sites, allowing attendees to immediately see the impact of the changes.

FE will finalize the system architecture, addressing all County comments, concerns, and suggestions from the workshop, and will prepare a *Draft Conceptual Design and Recommendations Report* based upon the work completed in previous tasks, which will include the following:

- A description of the existing system
- A summary of the County's needs and requirements
- A description of the conceptual plan developed in the previous step, including, at a minimum, the location of all County microwave radio sites, the connectivity between the sites, and the proposed frequency band, and protection scheme (hot standby, space diversity, etc.) for each link.
- Radio path profiles, and path availability and bandwidth calculations, showing radio paths that will meet the County's requirements.
- Proposed antenna height, type, size, location, and azimuth for each site/path.
- A description of the methodology used to meet the County's capacity requirements (co-channel dual polarization, aggregation, wider channel bandwidth, etc.).
- A cost estimate for the Final Conceptual Design and Recommendations

FE will submit the *Draft Conceptual Design and Recommendations Report* to the County, and based on County review comments and recommendations, **FE** will develop the *Final Conceptual Design and Recommendations Report*.

FE Deliverables:

- Draft and Final Conceptual Design and Recommendations Reports

Assumptions:

- The County-provided site information will be sufficient for the development of the conceptual system design, and therefore, site visits will not be required
- If it is determined that additional information is required for existing microwave sites, or site data is needed for County sites that are not currently on the microwave radio system, **FE** will work with the County to identify which sites will be visited, and **FE** will utilize the Optional Site Survey task, as described in Section 4.
- **FE** will facilitate an interactive system architecture/path analysis workshop
- **FE's** PM, radio path design expert and SME will attend the workshop in person

County Responsibility

- Provide a meeting place and projector for the workshop
- Workshop attendance by the County PM and project team members
- Provide review comments on the *Draft Conceptual Design and Recommendations Report*
- Provide an escort for the site surveys, as needed

2.3 Task 3: Request for Proposal (RFP) Development

FE will develop a technical SOW for inclusion in the County's RFP for the procurement and construction of the new microwave radio system, using the conceptual system design developed in the previous task as the basis. The technical SOW will require the Contractor to perform an independent analysis, including site and physical path surveys, and to develop the final detailed design.

The technical SOW will include the requirements for the design and construction of the new County microwave system, based on the County-approved requirements. The technical SOW will describe the system's functional and performance requirements in sufficient detail for Bidders to submit consistent proposals, will be verifiable through future acceptance testing, and will stress the use of existing investments when possible. The detailed design of the system will be left to the Contractor to allow for innovative approaches and to ensure the Contractor remains responsible for system performance in accordance with the technical SOW. The technical SOW will also be the foundation for contractor proposal evaluation and acceptance criteria.

The technical SOW will tightly define performance requirements and at the same time encourage competition and innovation. The technical SOW will include or address the following, at a minimum:

- Proposed sites and connectivity, based on the Conceptual Design
- Antenna height, type, size, location and azimuth, capacity, frequency and protection type, if applicable, for each site/path

- System functional and operational requirements
- Submittal requirements
- Regulatory and standards compliance
- Use of existing resources where possible
- Infrastructure equipment
- Suggested site locations and development
- Site subsystems (power, HVAC, etc.)
- Site/shelter modifications
- System reliability and redundancy
- Spectrum usage and restrictions
- FCC licensing support
- Required legacy and new applications and interfaces
- Environmental, seismic, and other site requirements
- Network and physical security
- Migration and cutover/transition planning requirements for continuity of operations
- System delivery and installation
- User (operational) and technical staff training requirements
- Overall project schedule and implementation plan
- Factory, site, system, and acceptance test guidelines and criteria
- Network management

FE will submit and present the *Draft Technical SOW* to the County and will prepare the *Final Technical SOW* based on review comments from the County project team. After the County has completed the RFP package, **FE** will conduct a final review of the RFP package to identify conflicting information and resolve any issues so that the RFP package is ready for distribution to the vendors.

FE Deliverables:

- Draft and Final Technical SOW

Assumptions:

- **FE** will present the Draft SOW in an onsite workshop with the County
- **FE**'s PM, technical lead, and SME will attend the workshop in person

County Responsibility

- Provide a meeting place and projector for the workshop
- Workshop attendance by the County PM and project team members
- Provide review comments on the Draft Technical SOW
- Incorporate the technical SOW into the County's RFP package

2.4 Task 4: Procurement Support

FE will provide procurement support services to the County as follows:

- Attend the pre-proposal conference and assist the County in response to technical questions from proposers
- Attend one day of County-selected site visits with proposer representatives, immediately following the pre-proposal conference
- Assist the County project team in response to written proposer questions and with the preparation of addenda, as needed
- Assist the County in establishing the proposal evaluation criteria and with the development of a proposer evaluation scoresheet
- Assist the County project team in reviewing proposals, and participate in proposal evaluation meetings and oral presentations by proposers
- Assist the County with Contract negotiations up to 50 hours

FE Deliverables:

- Attendance at pre-proposal conference, site-visits, proposal evaluation meetings and oral presentations by proposers and contracts negotiation meetings
- Written response to technical questions from the proposers
- Draft and final proposal evaluation criteria
- Draft and Final Proposer Scoresheets
- Comment on up to four proposals

Assumptions:

- **FE's PM** will attend the pre-proposal conference, followed by one day of site visits
- **FE** will review up to four proposals
- **FE** will provide review comments and respond to County questions regarding the proposals, but will not score proposals or be on the evaluation committee
- The **FE PM** will attend oral presentations and the County proposal evaluation meeting
- Oral presentations and the evaluation meeting will occur on two consecutive days
- **FE** will participate in contract negotiation meetings via conference call

County Responsibility

- Incorporate the technical SOW into the County's RFP for the procurement and construction of the new microwave radio system
- Issue the RFP, receive proposals and coordinate the RFP review and evaluation process
- Provide a meeting place and projector for the pre-proposal conference
- Facilitate the pre-proposal conference and provide an escort for the site visits

- Attendance of the pre-proposal conference by the County PM and project team members

3. CONSTRUCTION MANAGEMENT – PHASE 2

FE will provide support services to the County during the implementation phase of the new microwave radio system, as described below.

Assumptions:

- The implementation phase from Contractor notice to proceed for the implementation phase to final system acceptance will be two years.

3.1 Project Meetings

3.1.1 Kickoff Meeting

FE will participate in a Project Implementation Kickoff Meeting with the County and the Contractor to discuss project goals, objectives, tasks, schedule, and deliverables with the County project team and the selected Contractor.

FE Deliverables:

- Comments on the Contractor-supplied agenda and minutes

Assumptions:

- The Contractor will facilitate the meeting, and prepare the agenda and minutes
- **FE's** PM, Director, technical lead, and SME will attend the meeting in person

County Responsibility

- Provide meeting room, projector, and conference bridge for the Project Implementation Kickoff Meeting
- Attendance by County PM and project team members, and other key project stakeholders

3.1.2 Weekly Status Meetings

FE will attend weekly project status meetings with the County and Contractor where the Contractor will:

- Review the project schedule
- Provide status updates on ongoing issues
- Present new issues for discussion
- Discuss project risks and required changes

FE Deliverables:

- Comments on agendas and minutes produced by the Contractor

Assumptions:

- All weekly status meetings will be conference calls, except once a month there will be an onsite meeting at a County facility
- The Contractor will schedule, coordinate, and facilitate weekly meetings for the two-year implementation period, and prepare the meeting agendas and minutes for all meetings
- **FE's** PM, Director, technical lead, and SME will participate in the weekly status calls
- **FE's** PM will attend the monthly onsite meeting in person, and **FE's** Director, technical lead and SME will call in

County Responsibility

- Provide meeting room, projector, and conference bridge for monthly onsite meeting
- Attendance on weekly calls and monthly onsite meeting by County PM and project team members

3.1.3 Internal Project Team Meetings

FE will conduct weekly project status calls with the County to discuss project status, Contractor submittals, Contractor request for information responses, change requests, punch list status, and other issues and action items.

FE Deliverables:

- Meeting agendas for the internal project team meetings

Assumptions:

- All weekly internal project team meetings will be conference calls
- **FE** will schedule and facilitate the calls, and prepare the agendas
- **FE's** PM, Director, technical lead, and SME will participate in the weekly internal project team calls

County Responsibility

- Attendance on the calls by County PM and project team members

3.1.4 Technical Team Meetings

FE will participate in other unscheduled meetings with the County and Contractor, as needed, to discuss project-related issues.

FE Deliverables:

- Comments on agendas and minutes produced by the Contractor

Assumptions:

- Technical team meetings will be conference calls
- On average, there will be a technical team meeting every other week for the two-year implementation phase
- The Contractor will schedule, coordinate, and facilitate the calls, and prepare the meeting agendas and minutes
- **FE's** PM, technical lead, and SME will participate in the weekly technical team calls

County Responsibility

- Attendance by County PM and project team members

3.2 Submittal Review

FE will review Contractor submittals for conformance with contractual requirements and the technical SOW and will provide additional review for submittals that are returned to the Contractor for revision and re-submittal. If a Contractor submittal does not meet contractual requirements and the technical SOW, **FE** will respond with comments identifying required corrections and specifying how the Contractor must respond. Contractor submittals may include the following:

- Project management plan and implementation schedule
- Draft and final design package
- Product information
- Equipment inventory
- Radio path analyses
- Site survey reports
- FCC coordination documents and licenses
- System and installation drawings
- Test plans and test reports
- Training plan and manuals
- Equipment manuals

FE Deliverables:

- Comments on Contractor submittals and re-submittals

Assumptions:

- **FE** will track the status of all Contractor submittals and re-submittals
- **FE** will review the Contractor submittals listed above, and one resubmittal for each

County Responsibility

- Final review and approval of **FE** comments on Contractor submittals and re-submittals

3.3 Requests for Information (RFIs)

FE will review and provide a written response to Contractor RFIs, including written interpretations and clarifications of the technical contractual requirements. RFI responses will be prepared by **FE** and discussed with the County prior to delivery to the Contractor.

FE Deliverables:

- Written responses to RFIs

Assumptions:

- **FE** will track the status of all Contractor RFIs
- There will be up to ten RFIs, each requiring four hours of work effort

County Responsibility

- Final review and approval of **FE** RFI responses

3.4 Change Requests

FE will assist the County in the assessment of change requests proposed by the Contractor to determine whether the proposed change is outside contractual obligations and required to properly complete the work. **FE** will provide a summary of its assessment of each change request. Where a change is determined to be warranted by the County, **FE** will assist in describing the reason for the change, as well as the probable cost based on the Contractor's quotations.

FE will also assist the County in preparing Change Orders for needed changes in the technical SOW or design which are identified by the County or **FE**.

FE Deliverables:

- Assessment summary for Contractor-initiated change requests, including reason for the change and probable cost
- Preparation of technical SOW for County-initiated change requests

Assumptions:

- **FE** will track the status of all Contractor and County-initiated change requests
- There will be up to five Contractor-initiated change requests and five County-initiated change requests, each taking four hours of work effort

County Responsibility

- Final review, approval, and response to Contractor-initiated change requests
- Preparation and submission of County-initiated change requests

3.5 Design Workshops

3.5.1 Design Package

FE will participate in two design review workshops, one following the Contractor's completion of the draft design package and one following the Contractor's completion of the final design package, where the Contractor will present the draft and final design packages, to include, at a minimum:

- Network overview
- Migration and Cutover Plans
- Network/Cyber Security Plans
- Radio path analyses
- System-level diagrams
- Bill of materials

FE Deliverables:

Comments on Contractor's draft design package

Assumptions:

- There will be two design workshops facilitated by the Contractor at a County facility following the Contractor's delivery of the draft and final design packages, respectively.
- **FE's** PM, technical lead, and SME will attend the design workshops in person

County Responsibility

- Provide a meeting place and projector for the workshops
- Attendance by the County PM and project team members

3.5.2 Multi-Protocol Label Switching (MPLS) Workshop

FE will participate in an MPLS workshop, where the Contractor will work with the County and **FE** to accomplish the following:

- Develop the IP addressing scheme
- Identify applications that will utilize the new microwave system
- Define bandwidth, priority, and quality of service (QoS) requirements for each application.
- Define traffic engineering requirements to provide reliability and path redundancy across the network, and to meet maximum latency requirements

- Develop traffic plans that identify capacity, routing, protection, and latency
- Identify capacity needed over each link during normal and protected operations

FE Deliverables:

- Comments on the Contractor-provided MPLS agenda and workshop minutes
- Participation in the MPLS workshop call

Assumptions:

- The workshop will be a conference call facilitated by the Contractor
- The Contractor will prepare the agenda and minutes for the workshop
- **FE's** PM, technical lead, and SME will participate on the call

County Responsibility

- Attendance by the County PM and project team members

3.6 Witness Factory Acceptance Test (FAT)

FE will witness the FAT, assess compliance with contract requirements including but not limited to the technical SOW, and determine whether rework and/or additional testing is required.

FE Deliverables:

- Attend the FAT
- **FE** will provide a punchlist of items that are non-compliant with Contractor's obligations and will assess that items are corrected

Assumptions:

- There will be a one-week FAT, held at the Contractor's facility
- The Contractor will prepare a FAT test plan and will submit it to the County for review and approval prior to the FAT
- The Contractor will conduct a full, unwitnessed Pre-FAT prior to the FAT
- **FE's** SME will attend and witness the FAT

County Responsibility

- Attendance by at least one County project team member that can sign off on the FAT

3.7 Installation Oversight and Acceptance Testing

FE will provide onsite support services to assess compliance with contract requirements, including but not limited to the technical SOW and to provide guidance as needed. **FE** will also

assist the County in resolving Contractor implementation issues, will inform the County of any Contractor performance issues, and will make appropriate recommendations to the County project team. While onsite for Contractor installation and testing work, **FE** will observe that:

- The Contractor has removed and/or replaced the right antennas, and new antennas are installed in the location identified on the Prior Coordination Notice (PCN)
- Antenna stiff arms are installed properly and in the correct quantity, and the antenna feedhorn orientation is correct
- The waveguide been installed, grounded and pressurized properly
- Equipment racks and DC power systems are installed properly
- Antenna system and radio path tests are conducted properly

Assumptions:

- **FE** will provide an average of 8 hours of onsite installation and testing support per month for an 18-month installation and testing period

County Responsibility

- Provide an escort to the radio sites for all Contractor install and testing work throughout the project implementation

4. OPTIONAL SITE SURVEYS

As mentioned in Task 2, Conceptual System Design, if needed and at the County's request, **FE** will perform site surveys to gather additional information for existing microwave sites and/or site data for County sites that are not currently on the microwave radio system. At the completion of the site surveys, **FE** will submit a *Draft Site Survey Report* to the County for review. Based on County 's review comments, **FE** will produce a *Final Site Survey Report*.

FE Deliverables:

- Site surveys
- Draft and Final Site Survey Reports

Assumptions:

- **FE** will allocate two people to perform up to one-week of site surveys, as needed.
- Site surveys will be performed on a time-and-materials basis. If less than one week is required for the site surveys, the County will be billed for actual hours and expenses incurred

County Responsibility

- Provide an escort for the site surveys
- Provide review comments on the Draft Site Survey Report

5. TASKS/MILESTONES

The project schedule below assumes contract execution by the County and Contractor, and notice to proceed is received by Contractor no later than October 17, 2017.

Microwave Upgrade Task/Milestone	Est. Completion-Weeks from NTP
Consultant Contract Execution	0
Project Initiation Meeting and Best Practices Workshop	3
Conduct System Requirements Workshop	3
Deliver Requirements Document	4
Conduct Conceptual Design Workshop	7
Deliver Draft Conceptual Design Report	10
Deliver Final Conceptual Design Report	13
Deliver Draft RFP SOW	18
Deliver Final RFP SOW	21
Publish RFP	22
Commence Vendor Proposal Reviews	28
Commence Selected Vendor Negotiations	30
Microwave Vendor Contract Execution	32
Construction Management Services	TBD

This tentative schedule will be adjusted and refined through discussions with the County project team.

6. STAFFING/ORGANIZATION

Following is the **FE** project team for the Monterey County Microwave Backhaul Upgrade Project, and a description of the role that each will fill for this project:

- Mr. Rajit Jhaver, **FE** Director, will serve as the director, providing oversight and support for the **FE** project team.
- Keith Estes, **FE** Project Manager, will manage the **FE** project team work, from requirements definition through implementation.
- Brandon Badua, **FE** Technical Lead, will be the lead engineer for the development of the Conceptual Plan and the development of the technical SOW. Brandon will also be actively involved throughout the construction phase, including, but not limited to, Contractor submittal review, RFI response and design workshops.
- Adam Nelson, **FE** RF Path Expert, will be responsible for the analysis of microwave radio paths, and will assist in the development of the proposed architecture. Adam will also lead an interactive workshop with the County project team to review the preliminary

architecture and path analysis, to achieve consensus on the system architecture to be used as the basis for the technical SOW.

- Mark Swalinkavich, **FE** Subject Matter Expert, will provide technical expertise throughout the project.

FE will submit a request in writing for review and approval by the County for project team staffing changes.

7. COST

The firm-fixed-price cost for Phase 1 of this SOW is \$229,489, which includes labor, travel and other direct costs. The time and materials estimate for Phase 2, Construction Management, is \$318,252, and \$39,492 for Optional Site Surveys. The total agreement not to exceed shall be \$587,233. **FE**'s proposed invoicing milestone table is shown below.

Phase 1 - Microwave Upgrade Fixed Price Invoicing Milestones	
Task/Deliverable	Cost
Phase 1	
Task 1 – Project Initiation, Needs Assessment, and Requirements Definition	
<u>Deliverable</u> – Conduct Requirements Workshop	\$15,000
<u>Deliverable</u> – Deliver Requirements Document	\$26,642
Task 2 – Conceptual System Design	
<u>Deliverable</u> – Conduct Conceptual Design Workshop	\$30,245
<u>Deliverable</u> – Deliver Draft Conceptual Design Report	\$36,822
<u>Deliverable</u> – Deliver Final Conceptual Design Report	\$4,731
Task 3 – Request for Proposal (RFP) Development	
<u>Deliverable</u> – Deliver Draft RFP SOW	\$47,019
<u>Deliverable</u> – Deliver Final RFP SOW	\$15,354
Task 4 – Procurement Support	
<u>Deliverable</u> – Deliver Responses to Vendor Technical Questions	\$22,682
<u>Deliverable</u> – Deliver Vendor Proposal Review Summary	\$22,357
<u>Deliverable</u> – Complete Vendor Negotiations	\$8,637
Total fixed price amount	\$229,489
Phase 2	
Construction Management –Time and Materials invoiced monthly	
Project Meetings	\$184,792
Submittal Review	\$55,577
RFI Response	\$8,175
Change Requests	\$8,175
Workshops	\$22,853
Witness FAT	\$10,342
Installation Oversight	\$28,338
Total time and materials amount	\$318,252
Optional	
Site Surveys – One Week - Time and Materials	\$39,492
TOTAL AGREEMENT AMOUNT NOT TO EXCEED	\$587,233

8. BASIS FOR THIS SCOPE OF WORK

1. This SOW assumes Federal Engineering, Inc. will perform all of the tasks as called out in the SOW. The deletion of a task, a significant change in scope of one or more tasks, or use of a phased implementation approach may affect the overall price.
2. **FE** will provide draft and final deliverables electronically to Monterey County, California.
3. Any optional or additional tasking will be authorized by mutual agreement of the County and **FE**. Such tasking will be performed on a time and materials basis in accordance with the rates in the GSA Schedule or on a fixed price basis as mutually agreed upon in a task order executed in writing by the County and **FE**.
4. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of Monterey County, County participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, software, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
5. **FE** will review up to four microwave vendor/integration contractor proposals. If additional hours are required to review additional proposals, a mutually agreeable amendment to this SOW will be executed by both parties.
6. The level of effort for contract negotiation support during procurement can vary greatly depending upon the County's procurement policies and the selected Contractor. **FE** will provide 50 hours of negotiation support to the County during the vendor contract negotiation process. If additional hours are required, a mutually agreeable amendment to this SOW will be executed by both parties.
7. This SOW is based upon a start date on or before October 17, 2017 and assumes a 7-month schedule to complete Phase 1, including assessment, conceptual design, RFP SOW and procurement. The schedule for procurement support will be adjusted after determination of the County's procurement schedule. Delays to the project schedule due to actions or lack of actions on the part of Monterey County, County participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the County will be brought to the attention of the County's project manager in a timely manner, and will be reduced to writing via a mutually agreed upon contract amendment.
8. This SOW assumes a total of 42 hours for all **FE** project staff for Phase 1 meetings, and a total of 72 hours onsite for all **FE** project staff for Phase 1 workshops.

9. This SOW assumes a mutually agreeable invoicing schedule for work completed.
10. This SOW assumes 1,786 hours of support to the County under Phase 2 – Construction Management
11. Our project plan calls for **FE** personnel to be on-site for the project initiation, Best Practices presentation, Requirements Workshop, Microwave Design Workshop, Specifications Review meeting, and the vendor pre-bid meeting and site visits.
12. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the County.

Submitted by **FE**:



Ronald F. Bosco, President
September 19, 2017

Authorization to begin work by
Monterey County:

(Signature)

(Printed name and title)

(Date)

SCHEDULE A

GSA Schedule 70, Contract Number: GS-35F-0159Y

Federal Engineering Hourly Rates

Effective January 23, 2012 through January 22, 2022

Labor Category	Off-site Price w/ Industrial Funding Fee (IFF)
Principal	\$265.40
Director/Chief Consultant	\$207.78
Project Manager	\$159.29
Senior Communication Systems Engineer	\$164.43
Communication Systems Engineer	\$135.87
Senior Radio Engineer (RF Eng. II)	\$159.29
Radio Engineer (RF Engineer I)	\$128.56
Senior Subject Matter Expert II	\$164.43
Subject Matter Expert I	\$140.25
Senior Systems Engineer II	\$159.29
Systems Engineer I	\$135.87
Senior Network Analyst	\$168.46
Network Design Engineer	\$122.42
Senior Quality Assurance Specialist	\$159.29
Senior Analyst	\$112.44
Analyst	\$ 84.33
LAN Applications Analyst	\$ 91.69
Security Specialist	\$ 95.72
Field Technician	\$ 82.46
Network Technician	\$ 70.28
Communications Equipment Tech	\$ 62.22
Administrative/Computer Services *	\$ 57.43

FE shall receive compensation for travel expenses as per the Monterey County Travel and Business Reimbursement Policy. A copy of the policy is available online at:

[http://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County%20Travel%20Business%20Expense%20Policy%2012-5-12.pdf).

To receive reimbursement, **FE** must provide a detailed breakdown of authorized expenses, identifying what was expended and when. **FE** shall ensure that expenses are compliant with the County policy.

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN FEDERAL ENGINEERING, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF ITS INFORMATION TECHNOLOGY DEPARTMENT FOR MICROWAVE BACKHAUL UPGRADE ASSESSMENT, DESIGN, AND CONSULTING SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Federal Engineering, Inc. (hereinafter "CONTRACTOR") and the County of Monterey (hereinafter "COUNTY"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Agreement paragraph 7.02 shall be amended to:

7.02 "The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, the CONTRACTOR shall have fifteen (15) working days to cure the cause. If the CONTRACTOR does not cure the cause, the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement."

II. Agreement paragraph 8, "INDEMNIFICATION", shall be amended to:

8.01 "CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the intentional act or negligent performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's intentional act or negligent performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors."