



County of Solano Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:

1884

SUBJECT ACCOUNT:

4305

1. This Contract is entered into between the County of Solano and the Contractor named below:

Aviat U.S., Inc.

CONTRACTOR'S NAME

BUSINESS FORM

2. The Term of this Contract is:

December 10, 2024 through December 31, 2025

3. The maximum amount of this Contract is:

\$ 185,093.00





4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on December 10, 2024.

CONTRACTOR	COUNTY OF SOLANO
Aviat U.S., Inc.	 William Emlen (Dec 11, 2024 16:24 PST) Dec 11, 2024
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
Signed by:  31834F9299F340B...	County Administrator
SIGNATURE	TITLE
William Hauze - VP, Financial Planning & Analysis	675 Texas Street, Suite 6500
PRINTED NAME AND TITLE	ADDRESS
200 Parker Drive, Suite C100A	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Austin TX 78728	Approved as to Content:  Timothy Flanagan (Nov 25, 2024 14:49 PST) Nov 25, 2024
CITY STATE ZIP CODE	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:  M. Callaway, Deputy Nov 25, 2024
	COUNTY COUNSEL

Rev. 12/11/20

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE



Statement of Work

SOLANO COUNTY
Vallejo Fairgrounds-Cummings IRU600 11 GHz
NA240715-54409
Project Services

Release 1.0
08/07/24



Issue Releases

Issue Number	Issue Release Date	Changes	Preparer
1.0	08/07/24	Initial Services Release	G. Galvan

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1. EXECUTIVE SUMMARY

1.1. Purpose of Document

This Statement of Work ("SOW") specifies the deliverables and defines the responsibilities and other relevant terms applicable to the planning and delivery of microwave and associated products from Aviat U.S., Inc. ("Aviat Networks" or "Aviat") and its partners, as well as the professional services required to engineer and implement the proposed solution for SOLANO COUNTY ("Customer").

Execution of the services listed in this SOW is governed by Aviat's standard terms and conditions ("Agreement"). Neither party is obligated to provide any services until the Agreement is executed by both parties and an order has been placed for services by SOLANO COUNTY and accepted by Aviat Networks. Where the terms of the Agreement differ from the terms of the SOW, the terms in the SOW shall control. Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement.

1.2. Project Scope

This SOW applies to Vallejo Fairgrounds-Cummings IRU600 11 GHz project proposed by Aviat Networks and cannot be extended to other projects. Aviat Networks will provide the following services to SOLANO COUNTY:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Project Management | <input checked="" type="checkbox"/> Network Engineering |
| <input checked="" type="checkbox"/> Transmission Engineering | <input checked="" type="checkbox"/> Project Engineering |
| <input checked="" type="checkbox"/> Configuration Engineering/Drafting | <input type="checkbox"/> MPLS Network Services |
| <input checked="" type="checkbox"/> Factory Integration and Testing | <input checked="" type="checkbox"/> Antenna & Line Installation |
| <input checked="" type="checkbox"/> Radio Installation and Testing | <input type="checkbox"/> Network Integration |
| <input type="checkbox"/> Radio Decommission | <input type="checkbox"/> Antenna System Decommission |
| <input type="checkbox"/> DC Power System Installation and Testing | <input type="checkbox"/> DC Power System Decommission |
| <input type="checkbox"/> Civil Construction | <input type="checkbox"/> Field Technical Support |
| <input type="checkbox"/> Structural Mapping | <input type="checkbox"/> Structural Analysis |
| <input type="checkbox"/> Existing Radio Baseline Testing | <input type="checkbox"/> Existing Waveguide Sweeps |
| <input type="checkbox"/> Tower/Monopole Design, Supply and | <input type="checkbox"/> Shelter Supply and Installation |
| <input type="checkbox"/> Additional Scope | |

Prevailing Wages: Yes

Freight Terms: Destination

Any required services or material not specified in this SOW will be provided by SOLANO COUNTY and will not be considered part of Aviat Networks' responsibilities. Aviat Networks reserves the right to quote and perform services not specified in this SOW in accordance with the terms and conditions of the Agreement. Once Aviat Networks approves the new services, the new services will be added to this SOW in a mutually signed amendment to this SOW and the release of a new services purchase order. For a full list of Aviat provided equipment, please refer to the project equipment list.

SOLANO COUNTY and Aviat Networks acknowledge that meeting the planned project completion date requires the cooperation of the parties. Any changes requested by SOLANO COUNTY before the design freeze date stated in Appendix B will be considered part of the design finalization phase of the project and not subject to a formal change order, if at Aviat Networks' sole discretion, the requested change falls within the original scope and hours of the project. Any changes requested by SOLANO COUNTY after the design freeze date will be subject to review by Aviat Networks and may, at Aviat Networks' sole discretion, result in a change order fee and/or a delay in delivery to the field. See Appendix B for more detail on the design freeze.

Completion and accuracy of all deliverables are subject to the integrity of the information provided by SOLANO COUNTY. Aviat Networks is not responsible for validating the accuracy of the information provided by SOLANO COUNTY. Any changes resulting from incorrect information provided by SOLANO COUNTY or any third party associated with Customer, will be charged to SOLANO COUNTY as a billable change order.



SOLANO COUNTY furthermore agrees that any delays caused by inadequate site readiness for which SOLANO COUNTY was responsible for may prohibit Aviat Networks from meeting the project completion date, and Aviat Networks may adjust the completion date. Unless otherwise agreed to in a mutually signed amendment to this SOW, any cost impact such delays might have on this SOW will be charged to SOLANO COUNTY as a billable change order. In the event of such delays, Aviat Networks and SOLANO COUNTY will make a reasonable effort to resolve the issue and mutually agree on new project milestones.

Documents, deliverables, and work submitted by Aviat Networks to SOLANO COUNTY shall be reviewed and approved in ten (10) working days from the date of receipt. If the documents, deliverables, or work submitted by Aviat Networks include equipment production or OEM ordering, Customer shall not review, approve, or comment on the documents, deliverables, or work, and the documents deliverables, or work shall, at Aviat's option, either be (i) placed on hold or (ii) deemed accepted.

Aviat shall invoice Customer for equipment upon shipment of the equipment. Aviat shall invoice Customer for services upon completion of the services. Customer shall pay all invoices issued by Aviat within thirty (30) days of Aviat's issuance of the invoice. If Customer does not pay an invoice within thirty (30) days of issuance of the invoice, Aviat shall assess a late penalty of the lesser of one-and-a-half percent (1.5%) or the greatest amount allowed by law.

Project Summary

Number of Hops	1	Number of Sites	2
Number of parallel RF Channels	NA	Number of Sites	NA
Radio Equipment Family	IRU600	Frequency Band(s)	11 GHz
Link Capacities	Up to 267 Mbps	Protection Type(s)	MHSB
Traffic Type	Ethernet	Project Locations (States)	CA

1.3. Supporting Documents

The following documents will be provided by Aviat Networks in support of this project and must be accepted by SOLANO COUNTY as part of the project completion. It is SOLANO COUNTY's responsibility to provide signed copies of the documents to Aviat Networks before the final project completion.

	<u>Document</u>	<u>Reference Sec.</u>	<u>Master Document</u>	<u>Requires Customer Acceptance/Sign-off?</u>
Planning	Project Schedule	2.1, Appx A	Project Schedule	Yes
	Statement of Work		This document	Yes
	Statement of Work Sign-off	12	This document	Yes
Design	DC Power calculations	2.2, Appx B	Design Freeze Package	No
	Design Freeze Package	2.2	Design Freeze Package	Yes
	Equipment List	2.2	Equipment List	No
	Frequency Datasheets	2.2	Path Survey Report	No
	Floor Plan	2.2	Installation Specifications	Yes
	IP Plan	2.2, 14	Design Freeze Package	Yes
	NMS Plan	2.2	Design Freeze Package	Not Quoted
	Path Calculations and Path Profiles	2.3, Appx C	Path Survey Report	No
	Path Survey Report	2.3, AppxC	Path Survey Report	Yes
	Rack Profiles and Wiring Diagrams	2.3, Appx B	Installation Specifications	No
	Site Survey Report	2.3, Appx C, D	Site Survey Report	Yes
	Synchronization Plan	2.2, Appx B	Design Freeze Package	No



	System Layout	2.2, Appx B	Design Freeze Package	No
	Traffic Plan	2.2, Appx B	Design Freeze Package	Yes
Implementation	Change Order Form	Appx G	This Document	Yes
	Equipment Installation Checklist	Appx E	Installation Specifications	Yes
	Installation Specifications	2.4, Appx E	Installation Specifications	No
	Field Acceptance Test Plan	2.4, Appx E	Installation Specifications	Yes
	Traffic Cutover Plan	2.4, Appx D, E	Installation Specifications	Not Quoted
	RF Cutover Plan	2.4, Appx D	Installation Specifications	Not Quoted
	As-Built Record Sets	3.4, 14	As Built Records	Yes
	Punch List Completion Report	3.4	Installation Specifications	Yes
	Site Installation Completion Report	3.4	Installation Specifications	Yes
	Project Completion Sign-off	3.4, 13	This Document	Yes
	Injury and Illness Prevention	Appx E	Installation Specifications	No

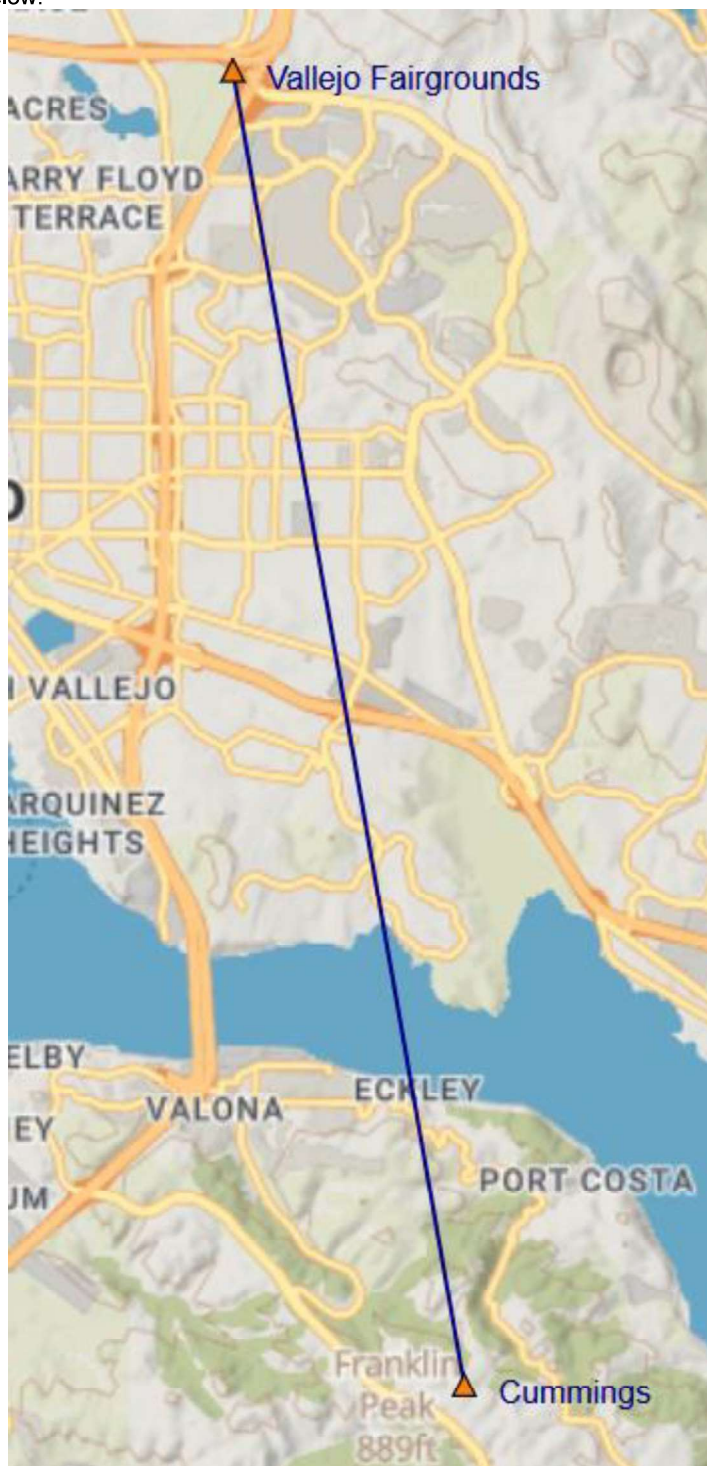
1.4. System Summary

This proposal includes the engineering, delivery, installation, and commissioning of one link of Eclipse IRU600 11 GHz, Monitored Hot-Standby, 30 MHz BW RF, up to 267 Mbps with 4ft antennas between Vallejo Fairgrounds and Cummings.

These links will be supplied with new antennas, dehydrator for the Cummings site, elliptical waveguide and accessories.

Please refer to the attached path calculations for more details.

A system map is shown below:





1.5. **MPLS Design Scope for Projects in which Aviat provides the MPLS routers**

MPLS was not quoted for this proposal

The Customer will provide the application level requirements for the IP/MPLS backhaul network including:

- List of applications: Publics Safety, Video Cameras, VOIP, security, etc.
- Performance targets for each application: throughput, latency, jitter, convergence time and QoS
- List of Customer Edge (CE) routers and devices per site
- Number and type of device connections per site
- Required connectivity schemes between CE routers and devices: VPWS, VPLS or L3VPN
- Required IP address range.

Aviat will provide a detailed IP/MPLS plan covering the following:

- Layer 1 connectivity: list of ports, types, speed/duplex
- Layer 2 parameters: VLANs, Link aggregation schemes
- Layer 3 parameters: IP addresses, mask, topology, IGP protocol, area design, routing and BFD parameters
- MPLS signaling protocols, parameters and protection schemes
- MPLS services: list of all VPNS and their configuration parameters (VRFs, route targets, PWs, etc.)
- QoS schemes: classification rules, priority mapping, scheduling and shaping schemes.
- Security plan: user accounts, authentication and encryption schemes.
- Management plan: ports, IP addresses and routing

1.6. **Validity of Quote**

A Quote is an invitation for an offer and a notice to Customer of these conditions which automatically expires after one hundred and eighty (180) days from the date of Quote, (i) if Customer has not issued Aviat US a purchase order or, (ii) if the Quote is not signed by Customer and returned to Aviat US within such time frame.

1.7. **Period of Performance**

Project Period of Performance is **20** weeks After Receipt of Order (ARO) Any delays beyond Aviat's control will be addressed as a change order to SOLANO COUNTY. This includes any changes to the design, field implementation and coordination requiring additional hours for the Network Engineer, Configurations Engineer, Drafter, Transmission Engineer, Program Manager, Project Engineer, and field crew(s).

1.8. **Specific Personnel and/or Field Crew Request**

None.

When requested, Aviat will make every effort possible to utilize named personnel where personnel. However, if schedule and resource constraints arise requiring the use of alternate personnel, Aviat will communicate such resource plans with the client in a timely manner to allow for proper negotiations.

1.9. **Field Crew Mobilization**

Successful completion of installation, integration, and testing services are based on uninterrupted, contiguous-site installation and testing. Based on the proposed network design, Aviat has included **1** field crew mobilization(s) for the duration of the project field implementation phase. Additional mobilizations will be billed on a time-and-expense basis.

If installation is delayed due to inclement weather, inaccessible sites(s), incomplete site preparation or construction, the following charges may apply and will be billed to SOLANO COUNTY as a billable change order:

- Standby time for a tower tech / foreman will be charged at a rate of \$1,045 per person, per day.
- Standby time for radio technicians and Network Integrators will be charged at a rate of \$1,436 per person, per day plus per diem.
- If re-mobilization of the installation crew is necessary, then a two-week advance notice is required.
- Re-mobilization will be billed on a time-and-expenses basis.
- Service costing assumes use of 4-wheel drive vehicles for all project related vehicles. Additional requirements such as ATVs may require additional service costs.
- If the field crew(s) is required to work out of contiguous sequence due to conditions beyond the control of Aviat Networks, a charge equal to one day for each crew person will be assessed to the Customer for each occurrence.

1.10. Onsite Meetings

Aviat did not quote any onsite meetings for this proposal. Aviat assumes all meeting to be conducted online or through conference calls.

1.11. Site Accessibility: Towers, Antenna Structures and Shelter

Cranes, lifts, and specialty access equipment are considered outside of standard project scope unless otherwise declared in section 3.4.3 (Installation Services). Unless specifically identified, Aviat assumes all towers are climbable and antennas can be installed without the need of cranes and/or lifts. In addition, standard site access is achievable with a 4-wheel drive vehicle. Once a site survey has been completed and a determination made indicating a crane, lift or other specialty access equipment is required, the item will be addressed as a change in scope and a subsequent Change Order will be delivered to the customer for the additional cost. Refer to Section 11, Appendix G for more information on the Change Order process.

1.12. Battery Long Term Storage and Charging requirements**Storage Location**

If the battery is not to be installed at the time of receipt, it is recommended that it be stored indoors in a cool [77°F (25°C) or less], clean, dry location. Do not stack pallets or cell terminal damage may occur.

The storage interval from the date of battery shipment to the date of installation and initial charge should not exceed six (6) months. If extended storage is necessary, the battery should be charged at regular intervals until installation can be completed and float charging can be initiated. When in extended storage, it is advised to mark the battery pallets with the date of shipment and the date of every charge. If the battery is stored at 77°F (25°C) or below, the battery should be given a freshening charge within 6 months of the date of shipment and receive a freshening charge at 6-month intervals thereafter. Storage at elevated temperatures will result in accelerated rates of self-discharge. For every 18°F (10°C) temperature increase above 77°F (25°C), the time interval for the initial freshening charge and subsequent freshening charges should be halved. Thus, if a battery is stored at 95°F (35°C), the maximum storage interval between charges would be 3 months (reference Appendix B). Storage beyond these periods without proper charge can result in excessive sulphation of plates and positive grid corrosion which is detrimental to battery performance and life. Failure to charge accordingly may void the battery's warranty. Initial and freshening charge data should be saved and included with the battery historical records.

2. PLANNING AND DESIGN RESPONSIBILITIES**2.1. Project Management****2.1.1. Project Management Responsibilities**

Planning:		
	Develop project schedule for Aviat engineers	Yes
	Develop project schedule for SOLANO COUNTY's supporting vendors	Customer
	Establish an action register	Aviat
	Establish a communications plan	Aviat and Customer
	Establish a change management plan	Aviat and Customer
	Establish a risk management strategy	Aviat
	Provide quality standards and procedures document	Aviat
	Establish a resource management plan for Aviat resources	Aviat
	Develop a responsibility matrix, detailing principal team members by function	Aviat
	Provide details of SOLANO COUNTY's principal team members by function	Customer
	Provide details of SOLANO COUNTY's single point of contact for Aviat	Customer
Execution:		
	Act as primary point of contact for SOLANO COUNTY	Aviat
	Finalize project terms and scope with SOLANO COUNTY	Aviat
	Chair meetings to assign tasks, evaluate progress and address issues	Aviat



Coordinate Aviat Networks' day-to-day activities through to project signoff	Aviat
Coordinate SOLANO COUNTY's supporting vendors' day-to-day activities	Customer
Monitor progress against the agreed-upon project milestones	Aviat
Report on progress as agreed to in the communications plan	Aviat
Manage project risk through risk identification, quantification and mitigation	Aviat
Ensure the terms and conditions of the contract are complied with	Aviat
Closeout:	
Manage project close-out activities	Aviat
Sign off on close-out activities and final deliverables	Customer

2.2. Microwave Network Design

Copies of equipment datasheets/user manuals	Aviat
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2.2.1. Network Design Responsibilities

Planning:	
Microwave system requirements	Customer
Existing traffic, IP and NMS plans	Customer
Anticipated channel plan requirements	Customer
Preliminary system design during or after initial proposal	Aviat
Preliminary path calculations for selected Aviat Networks radios	Aviat
Design:	
Final equipment list	Aviat
Final path calculations and path profiles	Aviat
Site specific diagram (RP's and wiring diagrams)	Aviat
DS0 traffic plans	Customer
DS1/DS3/OC3 traffic plans	Not Quoted
IP traffic plans	Not Quoted
NMS plan	Not Quoted
Synchronization plan	Customer
DC power calculations	Aviat
Traffic cut-over plan and method of procedure	Not Quoted
Field acceptance test plan	Aviat
Sign-off:	
SOLANO COUNTY sign-off on final network design (design freeze)	Customer



2.3. Microwave Path Design

Path reliability	TBD	%
BER	<input type="radio"/> 10 ⁻³	<input checked="" type="radio"/> 10 ⁻⁶
Solano County exempt from FCC license fee	<input type="radio"/> Yes	<input checked="" type="radio"/> No

2.3.1. Path Design Services Provided by Aviat

RF interference paper study	Aviat
RF field measurements	Not Quoted

2.3.2. Path Design Responsibilities

Planning:		
	Documents relating to tower or structural analysis and drawings	Customer
	Documents relating to previous path surveys and frequency coordination	Customer
	Historical path performance details on a per link basis	Customer
	Path clearance objective for each path	Customer
	Federal registration number (FRN) and username and password	Customer
Design:		
	Path surveys to confirm path reliability objectives	Aviat
	Site elevation and coordinates	Customer
	Existing antenna mounting structure description and information (tower type)	Aviat
	Existing building description and information	Aviat
	Site plan (drawing with major landmarks for location purposes)	Customer
	Final path calculations and path profiles for each hop	Aviat
	Identify locations of possible sources of spectral reflection	Aviat
	Information concerning possible obstructions or obstacles	Aviat
	Recommend antenna size, type, and mounting height	Aviat

Radio frequency coordination	Aviat
Tower permit application	Customer
Prepare and submit FCC license application (where applicable – Form 601)	Not Quoted
Prepare and submit environmental impact data	Customer
Provide required environmental approvals or permits	Customer
File FCC construction completion notice	Aviat
Sign-off:	
Approve recommended antenna size, type and mounting height	Customer
SOLANO COUNTY sign-off on final path design	Customer

2.4. Project Engineering

2.4.1. Project Engineering Services Provided by Aviat

Site Surveys	Aviat
Floor plan installation scope	Aviat
Installation specifications	Aviat
Manage civil construction	No
Manage field installation	Aviat
Traffic cutover plan	Not Quoted
RF cutover plan	Not Quoted
Field acceptance test plan	Aviat

2.4.2. Project Engineering Responsibilities

Planning:	
Documents relating to tower or structural analysis and drawings	Customer
Site access policies and procedures	Customer
Site access as required	Customer
Building/shelter/enclosure access as required	Customer
Design:	
Site surveys	Aviat
Site plan (drawing with major landmarks for location purposes)	Customer
Environmental data (if required)	Customer
Tower and transmission lines:	
Existing tower description and information (tower type)	Aviat
Identify and define antenna mounting hardware	Aviat
Existing waveguide dehydrator information and their associated cabling	Aviat
Recommendation for tower upgrades	Customer
Equipment and Shelter:	
Existing building description and information	Aviat

Flooring, ceiling, racking data, and requirements to mount new hardware	Customer
Identify demarcation types and location between new and existing equipment	Customer
Recommendation for placement of new equipment	Aviat and Customer
All power, existing and future, with breaker assignments	Customer
Identify any grounding issues and recommend improvements	Aviat
All structural information regarding power generator	Customer
Recommendation for any site or shelter upgrades	Customer
Execution:	
Ensure proper site readiness prior to the install start date	Customer
Coordinate day-to-day field install activities through to project signoff	Aviat
Monitor field installation progress against the agreed-upon project milestones	Aviat
Report on field installation progress as agreed to in the communications plan	Aviat
Coordinate Aviat change orders until project completion	Aviat
Coordinate finalization of project close-out drawings and documents	Aviat
Review quality checklists and photos for defects	Aviat
Coordinate system acceptance and project completion	Aviat
Microwave Site Survey Report	Aviat
Installation Specification	Aviat
Traffic Cutover Plan	Not Quoted
RF Cutover Plan	Not Quoted
Field Acceptance Test Plan	Aviat
Project Closeout Package	Aviat

3. INSTALLATION, INTEGRATION & TESTING

3.1. *Installation Services*

Tower	Customer
Antenna system	Aviat
Antenna alignment	Aviat
Transmission line	Aviat
Shelter	Customer
Indoor rack and equipment	Aviat
AC power	Customer
DC power	Not Quoted
Grounding	Customer
Product / Network Integration test	Aviat

3.2. *Integration Services*

Microwave equipment integration	Aviat
Dehydrator integration	Aviat
NMS integration	Not Quoted

3.3. *Testing Services*

Station test	Aviat
--------------	-------

Hop test	Aviat
System test	Aviat
Traffic cutover	Not Quoted
RF cutover	Not Quoted

3.4. Installation, Integration, & Testing Responsibilities

3.4.1. General Project Responsibilities

Obtain all necessary environmental and public agency approvals/documentation	Customer
Obtain all necessary construction permits and documentation prior to installation start	Customer
Provide site access in accordance with the project schedule	Customer
Normal road access for all project related vehicles	Customer
Transport of Aviat Networks supplied equipment to Customer warehouse	Aviat
Transport of Aviat Networks supplied equipment to sites	Aviat
Transport of Aviat Networks personnel to and from sites	Aviat
Safety and first aid material and supplies to Aviat Networks personnel	Aviat

3.4.2. Site and Civil Services

Leasing, zoning, permits and inspections	Customer
Soil analysis or provide report	Customer
Foundation design for tower/shelter	Customer
Site construction (demolition, grading, erosion control, drainage, etc.)	Customer
Civil documentation for existing shelters and towers	Customer
Structural design package required to support proposed antenna system	Customer
Structural analysis report for the existing and new antenna system	Customer
Site layout drawings, plot plans or applicable architectural blueprints	Customer
Locate and mark all site boundaries and features	Customer
Secure storage for all equipment including radios, antennas and racks	Customer
Standard equipment packaging	Aviat
Unpack Aviat Networks equipment and remove packing material from site	Aviat
Verify packing list to specifications	Aviat

3.4.3. Installation Services

Tower, Transmission Line, and Shelter:

Antenna system support structures: towers, monopoles and tripods	Customer
Ground resistivity measurements and report of newly installed ground system	Customer
Cranes - * Refer to section 1.11	TBD after Surveys
Man Lifts - * Refer to section 1.11	TBD after Surveys
Vehicles (ATV, snowmobile, helo, etc.) - * Refer to section 1.11	TBD after Surveys
Other specialty hoisting / access equipment - * Refer to section 1.11	TBD after Surveys
Tower:	
Install tower foundation	Customer
Provide and install tower lights	Customer
Provide and install safety climb and safety climb ladder	Customer
Provide and install lightning rod	Customer
Provide and install platform	Customer
Provide and install footing hardware and penetrations for structure on rooftops	Customer
Adequate earth ground in accordance with EIA/TIE standard 222G	Customer
Connect tower ground to site ground, in accordance with EIA/TIA standard 222G	Customer
Provide and install tower or rooftop pole mounts	Customer
Provide and install standard tower leg pipe mounts	Aviat
Provide and install any required steel support members for side braces	Aviat
Provide and install specialized antenna mounts	Not Quoted
Provide and install standard face mounts	Not Quoted
All RF/microwave antenna mounting brackets	Aviat
Antenna feeder window/bridge and cable tray supports	Customer
Antennas and radomes at specified centerlines	Aviat
Ice shields at specified locations	Not Quoted
Tower painting	Customer
Provide and paint antennas to match structure or specific color	Not Quoted
Provide and paint lines to match structure or specific color	Not Quoted
Transmission line:	
Waveguide ladders	Customer
Waveguide bridges	Customer
Rooftop sleepers for transmission lines and ground plates	Customer
Provide and install cable trays	Customer
Provide and install transmission lines	Aviat
Provide and install hanger kits and ground kits	Aviat
Penetrate building walls or roof and install waveguide ports and entry plates	Customer
Provide and install waveguide or coax boots at entry plates	Aviat
Provide and install lightning protector at entry points	Aviat
Provide and install conduit	Customer
Terminate and label waveguide or coax runs	Aviat
Provide and install pressurization equipment	Aviat
Perform dehydrator test	Aviat
Set dehydrator pressure to 4psi	Aviat
Waveguide / Antenna sweep (Basic): DTL - RL	Aviat
Waveguide / Antenna sweep (Enhanced): DTL – RL with Load	Not Quoted

	Verify airtightness, by turning pressurization valve off for 4 hours and measuring pressure drop on each line (<0.5 PSI)	Aviat
	Shelter:	
	Provide shelters, cabinets or enclosures	Customer
	Provide and install shelter foundation	Customer
	Shelter installation	Customer
	Indoor equipment and rack installation:	
	Provide and install cable ladders or trays	Customer
	Provide and install new racks in specified locations	Aviat
	Provide and install bracing supports	Aviat
	AC/DC power equipment and/or ground installation:	
	Perform electrical (underground conduits, trenching, AC power source, etc.)	Customer
	Provide and install ground ring	Customer
	Provide and install generator and fuel tank	Customer
	Provide and install AC circuit breakers to support Aviat Networks equipment	Customer
	Provide and install AC feeds from AC distribution to charger or UPS equipment	Customer
	Provide and install DC circuit breakers to support Aviat Networks equipment	Aviat
	Provide and install charger racks	Aviat
	Provide and install battery into charger rack or on floor as required	Aviat
	Field integration services:	
	Integrate Aviat Networks microwave equipment	Aviat
	Integrate rack ground to ground distribution in shelter	Aviat
	Integrate DC wiring to specified distribution panels	Aviat
	Integrate payload wiring to designated demarcation	Aviat
	Integrate Ethernet wiring to designated demarcation	Aviat
	Integrate alarm contacts to designated demarcation	Aviat
	Integrate battery wiring to designated chargers	Aviat
	Connect radio antenna ports to waveguide flex sections	Aviat
	Install and integrate NMS software into Customer's radio network	Not Quoted
	Customize NMS alarm designations	Not Quoted
	Product test services:	
	Review and approve Aviat field acceptance test plan	Customer
	Station test:	
	Perform grounding inspection	Customer
	Perform equipment inspection	Customer
	Hop test:	
	Perform DC power system test	Not Quoted
	Measure charger floating/equalization voltages	Not Quoted
	Measure voltages on each battery cell	Not Quoted
	Verify charger/battery switching	Not Quoted
	Perform microwave equipment test	Aviat
	Transmit power output test	Aviat
	Receive signal level test	Aviat
	Receiver threshold (fade margin) test	Aviat

	Transmitter/receiver switching test	Aviat
	Layer 1 link aggregation test	Not Quoted
	Layer 2 link aggregation test	Not Quoted
	Adaptive modulation test	Not Quoted
	Ethernet test	Aviat
	AUX alarm/data card test	Aviat
	1-hour BER test on primary radio and 1-hour BER test on standby radio	Not Applicable
	Perform channel bank test	Customer
	Verify VF continuity/level at 1KHz	Customer
	Verify operation of E/M signaling	Customer
	Multiplexer test	Not Quoted
	IP phone test	Not Quoted
Network Integration test services:		
	Ring wrapping or Ethernet Ring Protection (ERP) tests	Not Quoted
	IP phone test	Not Quoted
	Network continuity test	Not Applicable
	12-hour BER test on primary side	Not Applicable
	12-hour BER test on standby side	Not Applicable
	RFC-2544 test	Aviat
	Y-1564 test	Not Quoted
	Provision element manager test	Not Quoted
Traffic/RF cutover:		
	Provide technical personnel familiar with existing equipment and cutover plan	Not Quoted
	Schedule cutover of all complete traffic immediately following installation	Not Quoted
	Transfer circuit wiring	Not Quoted
	Verify integrity of circuits being cutover	Not Quoted
	Perform RF cutover	Not Quoted
	Perform Traffic cutover	Not Quoted
Final site acceptance:		
	Notify all parties involved of site completion	Aviat
	Perform site installation inspection	Customer
	Complete indoor quality checklist	Aviat
	Complete tower quality checklist	Aviat
	Identify all critical punch list items	Customer
	Submit final punch list of all deficiencies to be corrected to Aviat	Customer
	Review, agree and sign off on final punch list	Aviat and Customer
	Sign off on Aviat Networks site installation checklist form	Customer
Final system acceptance:		
	Sign off on Aviat Networks field acceptance test results	Customer
	Deliver as-built drawings for Aviat provided equipment	Aviat
	Resolution of Customer vendor issues affecting completion or project	Customer
	Sign off on Aviat Networks installation completion report	Customer
	Sign off on project acceptance based on acceptance criteria of project	Customer



	Issue final invoice for services upon acceptance of the system	Aviat
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4. EQUIPMENT DECOMMISSION

4.1. *Decommission Services*

Tower	Not Quoted
Antenna system	Not Quoted
Transmission line	Not Quoted
Pipe mount	Not Quoted
Radio rack	Not Quoted
DC charger rack	Not Quoted
Battery	Not Quoted
Leave decommissioned equipment at the site	Not Quoted
Transport decommissioned equipment to customer warehouse	Not Quoted
Dispose decommissioned equipment	Not Quoted



5. APPENDIX A: PROJECT MANAGEMENT

Responsibilities

Aviat Networks will assign an Aviat representative to be the primary point of contact for this SOW ("Project Manager") for the duration of the project. The Project Manager will work with SOLANO COUNTY to facilitate effective resource management, escalations, approval processes, scheduling, communication, and reporting with Aviat engineers and other designated vendors as needed. The Project Manager is responsible for maintaining control of the project and assuring compliance with the project and Customer specifications. Aviat Networks will not be responsible for the resolution of SOLANO COUNTY vendor issues affecting the completion of the project. Any documentation and standards not listed in this SOW will default to Aviat Networks standards, where applicable.

Although face-to-face communication and on-site meetings with SOLANO COUNTY are essential elements of the service, some activities that do not require face-to-face contact will be performed in the Project Manager's Aviat Networks office in order to reduce travel and living costs. These activities are at the discretion of the Project Manager. Refer to section 2.1.2 for a full list of Project Management responsibilities.

Project Schedule

The project schedule for Aviat engineers, Aviat sub-contractors, and for SOLANO COUNTY's supporting vendors will be developed (or updated if a schedule is included with this proposal) and maintained in Microsoft Project and will identify project deliverables, key milestones, resource assignments, and track project progress against each milestone. SOLANO COUNTY and Aviat Networks agree to collaboratively review and agree to the project milestones and deliverable dates prior to the execution of any services on the project. A copy of the project schedule will be available upon request in .pdf or .mpp format.

It will be the responsibility of SOLANO COUNTY to track and deliver against all SOLANO COUNTY internal (including SOLANO COUNTY sub-contractors) milestones. The overall project plan generated by the Aviat Networks Project Manager will show major deliverable milestones, but not internal milestones of SOLANO COUNTY or their contractors. Tracking of SOLANO COUNTY and SOLANO COUNTY's contractor internal milestones will remain the responsibility of the SOLANO COUNTY.

Communications Plan

Establishment of a communications plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®) unless otherwise agreed to. The plan will involve representatives from Aviat Networks and SOLANO COUNTY and any other entities as mutually agreed between the parties for project kickoff meetings, periodic progress meetings, or problem escalations as needed. The plan will include the location and frequency of any such meetings, the format for formal communication and meeting minutes, attendee or distribution lists with contact details, methods of communication, and escalation and management level lists.

SOLANO COUNTY will make appropriate staff available for regular consultation and meetings with the Aviat Networks Project Manager. Customer's failure to attend regular meetings or respond to Aviat Networks questions in a timely manner could result in a delay of the project deliverables and a billable change order.

Change Management Plan

Establishment of a change management plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®) and will include confirmation from Aviat Networks and SOLANO COUNTY's understanding of the process. Each party will work closely with the other to manage any scope changes through the term of the project and understand their impact on the project performance from a cost, quality, and schedule perspective. Any such change may be subject to a change order fee and will be communicated to SOLANO COUNTY prior to the implementation of the change. Any change order approvals will be submitted in writing. Refer to section 1.2 and Appendix B for more details on change orders.

Quality Standards and Procedures

Quality standards and procedures documents will be provided by SOLANO COUNTY prior to execution of this SOW. If no documentation is provided by SOLANO COUNTY prior to execution of this SOW, the standards and procedures will default to Aviat Networks best practices guide.

Resource Management Plan

Establishment of a resource management plan will be done in accordance with the principles of project management established by the Project Management Institute (PMI®), identifying principal team members by function, including backup resources (if required).

Closeout Activities

During the project closeout, all quality photos will be reviewed, completion documents will be signed with no exceptions, RMA completed, and final billing and invoicing released. It is recommended that SOLANO COUNTY provide Aviat Networks with performance feedback during this time to promote continuous improvement within Aviat Networks.

SOLANO COUNTY Responsibilities

SOLANO COUNTY shall:

- Provide details of SOLANO COUNTY's principal team members by function during the project kickoff meeting.



- Provide details of SOLANO COUNTY's single point of contact for Aviat during the project kickoff meeting.
- Provide all other relevant documentation or resources to assist in gathering information not stated in this SOW.
- Provide access to sites, shelters, buildings, enclosures, facilities or any other areas as required.
- Provide updates as necessary of any site readiness issues to be resolved prior to start of work. This includes, and is not limited to, permitting, leasing, zoning, insurance, etc.
- Provide security clearances and/or escorts as required for field survey and installation activities.
- Provide access to pertinent databases, planning requirements, including strategic plans, expansion scenarios, growth projections, introduction of new services and wireless technology.

6. APPENDIX B: NETWORK ENGINEERING

Microwave System and Network Design

The Aviat Networks representative who oversees the network ("Network Engineer") will provide the overall technical direction of the system design and will work with SOLANO COUNTY to insure system integrity, verify that all sub-systems and Aviat Networks furnished OEM equipment is compatible, and that the desired performance of the system is realized.

The network design portion of the project consists of three phases:

1. Preliminary design
2. Final design
3. Design freeze

Preliminary Design Phase

During the preliminary design phase, the Network Engineer will gather data to establish the design criteria and any special Customer requirements that need to be incorporated into the final design. The Network Engineer will review and translate the system configuration into specific hardware requirements. Equipment selection will be based on the requirements, input and requests from SOLANO COUNTY, functionality of the equipment, and recommendations from the Network Engineer. Aviat Networks will provide SOLANO COUNTY with a summary of the preliminary system design prior to commencing field surveys. All preliminary designs are subject to change. Changes can include, but are not limited to changes based on:

- Survey results.
- Vendor shortages or long lead times.
- Customer requests.
- Engineering recommendations.

Design Finalization Phase

After receipt of the order and the project kickoff meeting, Aviat Networks and SOLANO COUNTY enter into the design finalization phase. During this phase, the Network Engineer will incorporate any required changes stemming from the path and/or site surveys into the design and confirm the final design details. Changes can include but not limited to:

- Antennas (types, sizes, models, quantities, and mounts).
- Waveguide (types and lengths), waveguide accessories and dehydrators.
- Power systems, cabling, and other material that could not be finalized prior to conducting the field surveys.

During this phase, SOLANO COUNTY may also request changes to the system design if the changes fall within the original scope and hours of the projects. Any changes outside of the original scope or agreed schedule are subject to review and acceptance by Aviat Networks to determine the impact and cost on the overall project.

Aviat Networks will provide a formal submission detailing the final system design and equipment list and highlight changes needed to the preliminary design. SOLANO COUNTY shall review the data and schedule a meeting, if necessary, to discuss any concerns. If no concerns are noted, it is SOLANO COUNTY's responsibility to approve the final design in writing (email is acceptable) before the design is frozen and equipment is placed on order (unless otherwise agreed to in this SOW or with the Project Manager). Any delay in the approval of the final design could result in a delay in material delivery to the field. This might require a review by SOLANO COUNTY and Aviat Networks of the project schedule and deadlines.

Design Freeze Phase

As part of the Design Finalization Phase, a date will be set for the design freeze at which the final design and all changes must be approved and accepted by both parties. Following the design freeze, the Bill of Materials and documentation will be submitted to Aviat's factory and the system will be scheduled for manufacturing. The Network Engineer will concurrently review all design documents and finalize any traffic plans, NMS plans, synchronization plans, traffic cutover requirements, as well as any special factory and field acceptance testing requirements for the project. During the Design Freeze Phase, the design is frozen and no further changes to the system design will be accepted without a formal change order and reevaluation of the project and delivery schedules. Refer to the project schedule for details on the planned start and finish dates for each of these phases.

Deliverables

- The equipment list refers to the final bill of material ("BOM").



- The design freeze package refers to the final path calculations, path profiles, rack profile and system drawings, traffic plans, IP plans, NMS plans, synchronization plans, and/or DC power calculations.

7. APPENDIX C: TRANSMISSION ENGINEERING

Microwave Path Design

The Aviat Networks representative who oversees transmission ("Transmission Engineer") ensures the delivery of the best possible network solution by providing the technical direction for the over-the-path RF performance of Aviat Networks system implementation. All microwave paths designs are preliminary, pending final path surveys and frequency coordination. This includes:

- Antenna selections, antenna centerlines, and antenna mounts.
- Total transmission line lengths.
- Path calculations and profiles.
- The size, type, quantity and configuration of each component.

Equipment proposals are simply a reflection of these preliminary designs and subject to change. It is further understood that any changes to existing or proposed antenna centerlines could justify the need for tower stress analysis or, if modification is impractical, construction of a new tower. Any such requirements will be the responsibility of SOLANO COUNTY unless otherwise stated in the Agreement.

In the event that SOLANO COUNTY elects not to use Aviat Networks to perform path surveys, the performance of the microwave system will not be guaranteed by Aviat Networks and it will be up to SOLANO COUNTY to resolve any path reliability or obstruction issues. Refer to the [Warranty of Path Engineering Services](#) section below for further detail.

In the event that Customer selects Aviat Networks to perform the path surveys, a formal submission detailing the results of the path survey and highlight changes needed to the preliminary design will be submitted to SOLANO COUNTY. It is expected that SOLANO COUNTY review the path survey data and schedule a meeting, if necessary, to discuss any concerns or alternate means of providing path continuity/system reliability. If no feedback is received from SOLANO COUNTY before the final system design approval, Aviat Networks will assume SOLANO COUNTY's acceptance of the survey data, and will immediately proceed with frequency coordination (if applicable).

Microwave Path Survey, Frequency Planning and Licensing

The microwave path survey shall include the following services:

- Identify geographical location of sites and antenna, waveguide length and tower requirements.
- Verify path clearance objectives for each of the paths from existing or new tower locations.
- Document obstruction, critical points, and reflection points in each of the paths.
- Verify tower coordinates and site elevations.
- Establish coordinates and height requirements for new towers, as needed for governmental agency registration and licenses filed by SOLANO COUNTY.
- Confirm antenna centerlines and waveguide length requirements. Catalog antennas on the existing structures noting any space limitations in the survey report. An Aviat engineer will review the tower for new antenna design space limitations specific to this project only but will not perform a complete tower audit.
- Perform frequency coordination based on available FCC records to reduce the potential for interference between internal or external radio sources on a given system or network.
- Aviat Networks, upon receipt of SOLANO COUNTY's authorization, will prepare the FCC License Application Form 601 with the appropriate technical data. Information such as site location, radio type, and frequency will be listed. Aviat Networks will complete and submit the Construction Complete Form 601 on line via FCC Universal Licensing System ("ULS").
- File Antenna Structure Registration ("ASR") form for towers over 200 feet.

The results of the survey will be utilized by Aviat Networks for preparation of final performance calculations, frequency coordination, government licensing, and tower registration requirements. In the event where Aviat Networks will not be performing the path survey, SOLANO COUNTY shall provide all the documents needed for Aviat Networks to complete the frequency coordination, licensing, and final system design. Aviat Networks will not be held accountable for validating the accuracy of the information provided by SOLANO COUNTY and assumes no responsibility in any inaccuracies of any part of the path engineering based on the information provided by SOLANO COUNTY or any contact affiliated with SOLANO COUNTY. Any corrective action required as a result of this will be billed to SOLANO COUNTY as a billable change order.

Survey Procedures

Preliminary path profiles are drawn based on the supplied site coordinates and contour information extracted from the best available topographic mapping. A field site survey is conducted to verify site coordinates and elevations based on North American Datum 1983 ("NAD83") and gather information related to the proposed radio equipment and antenna locations, site access, and site development constraints. A field path survey is then conducted to verify path profile elevations, measure all natural and manmade potential

obstructions and assess the reflective potential of all natural and manmade surfaces. Antenna centerline heights were calculated for the proposed frequency band by applying suitable clearance criteria based on the propagation characteristics of the geographic area. The path survey report is considered to be a representation of the information gathered in the field and as such, reflects a snap-shot in time at the time of the survey. It is not intended to show the final as-built configuration if any of the parameters were changed or updated after the survey report has been released.

Path calculation sheets are then generated for each hop, based upon the recommended centerline heights. Antenna sizes and the choice of propagation protection diversity are chosen to meet the required fade margin and the desired path propagation reliability. Propagation outage and reliability calculations are based on the Vigants model (ref. "Space Diversity Engineering", BSTJ, 1/75).

Design Criteria

Path clearance criteria must be established for each path on the basis of total system performance objectives, economic considerations, and careful analysis of local atmospheric conditions derived from published climatological data, where available, and reported microwave transmission experience pertinent to the area. Antenna heights much greater than actually needed cause an unwarranted increase in system cost, and on paths with significant ground reflections, this can increase the exposure to multipath and ground reflection signal fading. It is desirable to locate the antennas high enough so that even under severe super-standard atmospheric refractive conditions (surface ducting) there is adequate clearance such that signal entrapment does not significantly degrade the fade margin of the path or generate excessive multipath fade activity. The choice of clearance criteria for a microwave path is a balance between cost and performance.

The path clearance criterion as applied to a given geographic area is a function of the degree and direction of atmospheric beam bending and can conveniently be defined by the equivalent earth radius K factor:

$$K = \frac{\text{Effective Earth's Radius}}{\text{Actual Earth's Radius}}$$

The median propagation value of K = 4/3 allows the normal microwave horizon to be slightly extended when compared to the optical horizon; however, under certain meteorological conditions (for example, during nighttime super-refractivity usually associated with temperature inversions) the value of K increases to 2 or greater for periods of several minutes to several hours. This increases the path clearance and results in the heavy multipath fade activity seen on some reflective paths and antenna decoupling power fading on others.

Clearance Criteria

The criteria used to design a radio path in regions where the C-factor is equal to or less than 1:

- Main to Main:
 - 100% first Fresnel zone radius over K=4/3, or
 - 60% first Fresnel zone radius over K=1, whichever is greater
- Main to Diversity:
 - 60% first Fresnel zone radius over K=4/3 (Not Applicable)

The criteria used to design a radio path in regions where the C-factor is greater than 1:

- Main to Main:
 - 100% first Fresnel zone radius over K=4/3, or
 - 30% first Fresnel zone radius over K=2/3, whichever is greater
- Main to Diversity:
 - 60% first Fresnel zone radius over K=4/3 (Not Applicable)

Microwave path performance calculations and warranties

The microwave path design models most frequently employed within the industry (e.g., Vigants, and ITU-R P-530) provide a reasonably accurate (and therefore usually guaranteed) estimate of the cumulative time a path will be out of service due to random atmospheric multipath fading under normal atmospheric conditions. **These models do not (and cannot) accommodate abnormal, unusual, anomalous, or otherwise unpredictable conditions of weather or atmospheric refractivity.**

Microwave frequency engineering/inter-system interference analysis

Aviat Networks will partner with Comsearch, a CommScope company, to provide cost-effective frequency planning and FCC licensing services for radio communications systems (if required). The planning software used, considers specific operating parameters of both the proposed microwave system and the environment microwave systems (license and proposed) to properly consider the interference potential of the new path or system. Parameters and data elements incorporated into the modeling include, but are not limited to:

- Antenna type, antenna height, elevation, antenna radiation pattern
- Receiver filter performance
- Terrain
- Radio modulation
- Path orientation
- Receiver threshold



These elements are required to accurately predict specific interfering levels into and from the existing microwave systems. The accuracy of the calculations is ensured by real-time maintenance of the Comsearch point-to-point microwave, earth station, radio equipment, antenna, interference objective, and contact database.

Microwave frequency selection

The interference analysis performed on the microwave system identifies available frequencies considering existing and proposed systems found in the Comsearch database. When applicable, an analysis of the systems in the adjacent bands can be done to ensure the microwave system does not receive unwanted threshold degradation. In bands shared with satellite systems, an analysis of potential interference with earth stations and with the geo-stationary satellite orbit can also be done. Additionally, co-located or nearby transmitters already licensed in the required frequency band can be identified in order to reduce the possibility of “bucking” an existing high/low frequency plan that could increase the possibility of receiver overload or reflective interference from a nearby system.

Microwave frequency coordination and FCC licensing

The majority of microwave bands subject to FCC Rule Part 101 require prior coordination with existing licensees. Aviat Networks will partner with Comsearch to perform the frequency coordination and FCC licensing on behalf of the Customer (if required). The procedure will include notification of the technical parameters of the proposed system to all existing and proposed licensees in the area and frequency band of operation. Frequency coordination will also be performed with Canadian and Mexican authorities in border areas when necessary. By FCC rule, recipients are given 30 days to respond, or in some cases an expedited response can be requested.

Upon completion of the prior coordination process, documentation required to satisfy FCC Rule Part 101.103 (d) can be prepared on behalf of the Customer. This will include any necessary exhibits, including supplemental showings required upon submittal of the requested license application. The FCC filing process includes:

- Filing of the FCC Form 601 microwave application upon written approval from Customer and providing an electronic copy of the application to Customer via email.
- Tracking the status of the application until the license is granted by the FCC. Amendments will be handled expeditiously on behalf of Customer for any questions or concerns from the FCC.
- Email notifications to the licensee when the license is granted by the FCC.
- Filing of the required completion of construction notification with the FCC upon written approval from the licensee and notification of the filing via email.

Special Considerations

On all microwave radio paths traversing urban areas there exists the possibility of multiple on- and off-path structural reflections which generate long-delayed echoes, as well as terrain scatter RF intra- and inter-system interference. Long delayed, low-level echoes have no effect on digital radio performance; however, the terrain scatter mechanism cannot be accurately predicted nor precisely measured without an extensive and expensive field trial. Consequently, this mechanism is specifically excluded from all current industry-wide path survey and frequency coordination performance guarantees.

The structure supporting the microwave antenna can take many forms. The antenna is most often mounted on a tower but can be mounted on a variety of structures such as roof tripods, penthouse wall, wooden telephone pole, or metal monopole. It is recommended that Customer conduct a structural analysis of the support structure to determine if the structure will support the additional loading imposed by the antenna and its mount. The structure must also meet the twist and sway requirements per EIA/ANSI 222G.

Site Access

Access to work sites will be made available by SOLANO COUNTY for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise and agreed to by both SOLANO COUNTY and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the surveys will be billed to SOLANO COUNTY as a billable change order and could have a negative impact on the project completion schedule.

FCC Rules for Filing Accuracy

CFR 47, Part 1.929 specifies that filing accuracy for site coordinates shall be (+/-) 1” latitude and longitude, and for ground elevation (+/-) 1 meter (3.28 ft.). Part 1.929(k) (covering modification of FCC licenses) specifies that any change in site coordinates >5” latitude or longitude shall require prior authorization and re-coordination. Therefore, wherever our survey results deviate more than (+/-) 5” latitude or longitude, or more than +3.28 ft. site elevation, frequency re-coordination will be recommended.

Terms and Conditions

When Aviat Networks performs reliability calculations or path studies (path profiles from mapping or digitized data only) based solely on information supplied by or on behalf of the Customer, these calculations and studies are provided solely for budgetary purposes and shall not be construed as or be used for an installable design.



When conducting a path survey, Aviat Networks will verify site coordinates and ground elevations, and record trees and man-made fixed obstructions on the path. This information will be recorded on the profile for that particular path. Aviat Networks will assign an appropriate growth factor to tree heights.

When Aviat Networks performs frequency planning based, in part or its totality, on data provided by the Customer at the time of the study, Aviat Networks will not be responsible for any interference case that might arise due to errors or omissions in such data. As the usage of microwave bands increase and there is more sharing with satellite services, it may be necessary to perform frequency interference studies and additional path surveys (to determine blockage) to alleviate the possibility of interference from satellite earth stations.

Warranty of Path Engineering Services

Aviat Networks warrants that the installed radio communication path will conform to Customer's multipath performance reliability objectives when Aviat Networks has performed the path survey, recommended the path design, and implemented such recommendations. This warranty is for a period of fifteen (15) months from the date of the survey or one (1) year from the date of installation of the microwave path, whichever expires first. All Aviat Networks field activities and path propagation analysis will utilize current hardware, software, engineering practices and judgment with the goal of meeting normal Path Loss, as defined in TIA/EIA Standard RS-252-A.

Aviat Networks is not responsible for paths that it does not survey, nor for changes in path design beyond those specifically allowed in the path survey report or in writing after the field survey is completed, including but not limited to:

- Any change in path design;
- Any movement in site locations;
- Any building or other structure built on-path after date of survey;
- Any disturbance of the terrain which may cause blockage or reflection;
- Any additional frequency interference source;
- Any change of available antenna mounting space on tower.

Any one of these changes listed will nullify the warranty, and the Customer shall in such case bear the total cost of determining that such change was the cause.

Aviat Networks will not be responsible for degraded path performance when such degradation is due to such anomalous propagation conditions as:

- Long-term loss of fade margin due to antenna decoupling misalignment caused by widely-varying k-factor changes;
- Long-term loss of fade margin due to atmospheric boundary layering ("ABL") causing wave front defocusing (beam spreading), signal entrapment (blackout fading), ducting, and other such occurrence.
- Excessive rain outage rates beyond the published crane and/or chart data used in the calculation;
- Degradation resulting from certain types of multipath interference attributed to unidentifiable off-path terrain features or structures;
- Any other technological or atmospheric condition not foreseeable through the exercise of prudent engineering knowledge and judgment.

Additionally, Aviat Networks will not be responsible for degraded path performance when:

- Non-Aviat Networks radio equipment is installed on a surveyed path;
- Aviat Networks radio equipment is not installed by Aviat Networks;
- Existing antenna and waveguide system is used without test and inspection performed by Aviat Networks.

Aviat Networks designs the microwave path based upon engineering practices and standards common to the industry. When path loss or reliability objectives are not achieved, Customer's sole remedy, and Aviat Networks' exclusive liability in connection with path engineering, shall be that Aviat Networks will provide incremental labor and material to optimize the antenna system to meet the requirements created during initial installation.

Where anomalous propagation is suspected in an installed microwave path, Aviat Networks will work with the Customer to obtain reasonable evidence that such condition exists. The total retroactive costs for such study shall be the responsibility of the Customer, and Aviat Networks will provide in-office engineering support at Customer's expense. The cost of relocating towers, antennas, passive reflectors, or other measures required to remedy this type of problem shall be the sole responsibility of the Customer.

Limitations

THE LIMITED WARRANTY CONTAINED IN THIS SOW CONSTITUTES AVIAT NETWORKS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTIVE OR NON-CONFORMING EQUIPMENT, SERVICES, AND SOFTWARE MEDIA OR LICENSED PROGRAMS. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES (EXCEPT AS TO TITLE), WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OR CONDITION ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR CUSTOM OR USAGE OF TRADE. CUSTOMER AGREES



THAT NO CIRCUMSTANCE CAUSING CUSTOMER'S EXCLUSIVE AND LIMITED REMEDIES TO FAIL IN THEIR ESSENTIAL PURPOSE SHALL INCREASE OR EXTEND ANY AVIAT NETWORKS WARRANTY. THE TOTAL LIABILITY OF AVIAT NETWORKS AND ITS LICENSORS UNDER THIS WARRANTY SHALL IN ANY EVENT BE SUBJECT TO THE LIMITATIONS IN THIS SOW.

ANY WARRANTY CLAIM NOT SENT TO AVIAT NETWORKS IN WRITING DURING THE APPLICABLE WARRANTY PERIOD IS WAIVED BY CUSTOMER. REPLACEMENT EQUIPMENT, SERVICES, SOFTWARE MEDIA AND LICENSED AVIAT NETWORKS PROGRAMS ARE WARRANTED ONLY FOR THE BALANCE OF THE UNEXPIRED PORTION OF THE ORIGINAL WARRANTY PERIOD, IF ANY.

CUSTOMER IS EXPRESSLY NOTIFIED THAT UNDER NO CIRCUMSTANCES SHALL AVIAT NETWORKS BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PARTY, INCLUDING THIRD PARTIES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, OR (B) LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS, OR LOST OR CORRUPTED DATA, OR (C) LOSSES RESULTING FROM SYSTEM SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVIDING INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY EVEN IF AVIAT NETWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR BREACH OF WARRANTY).

IN NO EVENT SHALL AVIAT NETWORKS' TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING THROUGH CUSTOMER EXCEED THE LESSER OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) OR THE ACTUAL SALES PRICE PAID BY CUSTOMER FOR ANY EQUIPMENT, SOFTWARE OR SERVICES SUPPLIED UNDER THIS SOW.

THIS SECTION SHALL SURVIVE THE TERM OR EXPIRATION OF THE AGREEMENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS AVIAT NETWORKS AGAINST ALL LOSS OR LIABILITY FROM CLAIMS BY CUSTOMER OR A THIRD PARTY ARISING OUT OF OR RELATING TO CUSTOMER'S INSTALLATION, OPERATION, OR MISUSE OF THE EQUIPMENT OR LICENSED PROGRAMS, WHETHER ON ACCOUNT OF NEGLIGENCE OR OTHERWISE.



8. APPENDIX D: PROJECT ENGINEERING

Microwave Site Design

The Aviat representative overseeing implementation ("Project Engineer") will perform field site surveys to verify that telecommunications equipment can be installed, powered and commissioned effectively at each site, antennas, waveguide and accessories can be connected to radios (towers, shelters and buildings), and Customer traffic, alarms and dehydrator lines are fully engineered.

Microwave Site Survey

The microwave site survey is intended to gather data and identify the gap(s) between the site's present state and the site readiness for equipment installation, document any visible issue with the existing infrastructure and equipment that would pose a quality or safety issue during installation, gather environmental data and requirements for telecommunication equipment to function properly (including but not limited to HVAC, temperature, humidity, the general state of the facility as well as seismic evaluation and compliance if required), record flooring, ceiling, racking data and requirements to mount new equipment (including floor plans, relay rack profiles, aisle numbering plans, and ceiling hangers, ladders, and anchor materials required to meet quality and safety standards.

The survey is also intended to record AC, DC, grounding (as is and to be), and breaker assignments and ensure power and grounding standards are met, identify demarcation types and location between new and existing equipment as well as the type of termination and the details required to terminate to the Customer provided equipment, identify existing radio equipment (fixed and mobile) as well as their operating frequencies, record existing waveguide, dehydrator component and their associated cabling, identify all required or existing tower structures, mounting structures, antenna mounting types, waveguide ladder systems, entryway into telecom shelters, and energy sources.

The results of the survey will be published and released in a site survey report and will be utilized by Aviat Networks for preparation of final power calculations, waveguide requirements, field OEM requirements, installation specifications, field test plans, and traffic cutover plans. In the event where Aviat Networks will not be performing the site survey, SOLANO COUNTY shall provide all the documents needed to Aviat Networks to complete the site engineering and final system design. Aviat Networks will not be responsible for validating the accuracy of the information provided by SOLANO COUNTY and assumes no responsibility in any inaccuracies of any part of the site engineering and microwave site design when such design is based on the information provided by SOLANO COUNTY or any contact affiliated with SOLANO COUNTY. Any corrective action required as a result of this will be billed to SOLANO COUNTY as a billable change order.

Site Access

Access to work sites will be made available by SOLANO COUNTY for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise in this SOW and agreed to by both SOLANO COUNTY and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the surveys will be billed to SOLANO COUNTY as a billable change order and may have a negative impact on the project completion schedule.

Field Installation Management

Aviat Networks will manage the day-to-day activities of the field installation with support from SOLANO COUNTY to ensure the project remains on schedule as per the agreed project schedule.



9. APPENDIX E: INSTALLATION, INTEGRATION & TESTING

The installation, integration, and testing services include design-supported methodologies, product expertise, and field-proven processes to help ensure a quality installation and testing of critical system paths and hardware so that the network performs according to its design. Aviat Networks will designate a primary point of contact to answer any SOLANO COUNTY questions, provide guidance, and address issues specific to this service.

This SOW is based on an Aviat Networks standard installation schedule of 10-hour days, 5 days per week. Aviat Networks will adjust this SOW for work week schedules outside of Aviat Networks' standard. Installation work performed during maintenance windows is not included in this SOW unless specifically identified. All work will be done in accordance with Aviat Networks' best practices guide.

Scope

Delivery of this service will utilize the design documentation developed as part of the planning and design phase. Field crews will utilize this documentation to:

- Install antenna systems
- Install transmission lines
- Install indoor microwave equipment, racks and components
- Install AC/DC power equipment and/or grounding
- Perform antenna alignment
- Perform system integration
- Perform system testing

System implementation is predicated upon completion of civil construction and complete site readiness. Antenna, waveguide and equipment installation activities will be performed at the same time on a per-site basis. As part of the delivery of this service, Aviat Networks may choose to integrate equipment at the manufacturer's location to minimize onsite installation time and provide a common point for quality assurance inspections. If staging areas are utilized as part of the project, equipment and materials will be delivered from these facilities to site by the installation crews. ***It is recommended that SOLANO COUNTY provide maintenance technicians during any service affecting work.***

Site Access

Access to work sites will be made available by SOLANO COUNTY for a minimum of 10 hours per day, 5 days per week or per the agreed schedule in the project plan. All roads leading to work sites shall not require more than a 4-wheel drive vehicle unless stated otherwise in this SOW and agreed to by both SOLANO COUNTY and Aviat Networks. Any delays or additional cost caused by poor road conditions or site access issues not discussed prior to the start of the installation, integration or testing services will be billed to SOLANO COUNTY as a billable change order and could have a negative impact on the project completion schedule.

Site Services

All work permits, public agency approvals, leasing agreements, zoning permits or inspections required at each site, soil analysis, foundation design, civil documentation for existing shelters or towers, architectural blueprints, plot plans, structural analysis for new or existing antenna systems, location of all site boundaries and features (including locating and marking tower location, true North, property boundaries, paved areas, landscaping, fences and any other underground/overhead obstruction which could interfere with construction and access), and/or other related documentation for this project will be obtained, conducted, completed and made available to all parties involved prior to the start of any installation, integration or testing services. All other construction and installation work will be conducted in accordance with local city, county, state, and government laws and regulations.

All equipment including radios, antennas and racks will be stored by Customer in a secure location at the site or at a designated location. SOLANO COUNTY shall be responsible for the loss of any equipment, tools, or personal belongings from any secured location provided or monitored by SOLANO COUNTY.

Installation

SOLANO COUNTY shall verify that each site is ready for installation and commissioning activities, including SOLANO COUNTY supplied equipment installation and power up prior to the start of any such services and shall be responsible for any delay caused or cost incurred due to sites not being ready, as stated in the project scope of this SOW.

An inspection will be performed with SOLANO COUNTY after completing the physical installation. Workmanship deficiencies will be noted on a punch list for immediate correction. This inspection is not intended to verify operation of the new system or suitability of components, but rather to inventory and document that all equipment and materials from the schedule of values are installed to acceptable workmanship quality standards. Site drawings will be reviewed and red-lined to reflect the installed condition.



Testing

Test crews will begin work immediately after installation is complete. Testing, based on a standard set of Aviat Network test cases, will be performed on all provided equipment to confirm configuration, operation and manufacturer's specifications. Test data will be recorded on field test sheets, by technical field personnel who will also be responsible for documenting test results and any changes made to the design documentation.

The test crews will be trained on the equipment and utilize test equipment to perform all tests. Test equipment will have valid calibration certifications, which can be verified prior to commencing any tests. It is recommended that SOLANO COUNTY take the opportunity to have their maintenance technicians witness or participate in field commissioning testing to gain on-the-job training and experience on the new system components.

Commissioning tests will consist of a set of standard Aviat Networks test cases and include turn-up and performance verification tests and circuit tests to verify end-to-end continuity and equipment operation as well as any other tests documented in the field acceptance test plan. The field acceptance test plan shall be approved and agreed to by Aviat Networks and SOLANO COUNTY prior to test execution. Test results will be recorded on field test data sheets and submitted to SOLANO COUNTY. Refer to the field acceptance test document for details on the test to be performed.

System tests will be performed on a logical section/loop of the system. The system tests will be designed to demonstrate performance and functionality of system features as-well as end-to-end operation of individual circuits/services. System test results will establish benchmark system performance and operation prior to cut-over and acceptance. The test data sheets prepared during commissioning and system testing will become the base line document for maintenance and performance evaluation of the system over an extended period of time. SOLANO COUNTY will be required to review the commissioning and acceptance testing and results and red-lined drawings and provide approval of the data and authorization to proceed with cut-over activities.

Traffic Cut-over

All cut-over activities will be the responsibility of SOLANO COUNTY

Safety

The health and safety of all individuals, whether in the field, plant or office, takes precedence over all other concerns. Management's goal is to prevent accidents and to reduce personal injury and occupational illness and comply with all safety and health standards. A code of safe conduct is important to the efficiency of operations. To the greatest degree possible, SOLANO COUNTY will provide physical safeguards required for personal safety and health in keeping with the highest standards. Aviat Networks requires a written report from Customer for all accidents and incidents, no matter how small.

Safety and first aid material and supplies will be provided to all Aviat Network construction and installation personnel or made available at each site for the duration of this project. All safety and first aid material will be stocked at acceptable levels and will have not exceeded the expiration dates where applicable. SOLANO COUNTY will be responsible for providing Aviat Networks with the location and phone numbers of all local emergency agencies.



10. APPENDIX F: ASSUMPTIONS & EXCLUSIONS

The following assumptions will govern the delivery of the project management service:

- This SOW and associated pricing is based on SOLANO COUNTY completing all items set forth in this SOW as being SOLANO COUNTY responsibility to ensure site readiness.
- Any inaccuracies in FCC data may drive additional services costs during field implementation. In addition, any other troubleshooting tasks related to frequency interference issues that are not directly attributable to Aviat Networks are subject to additional service fees at rates defined in this SOW.
- All equipment interconnections or termination points, unless specified otherwise, are estimated to be fifty (50) feet. This project does not include any cabling between buildings, rooms, or floors, unless specifically identified in this SOW.
- Customer provided construction drawings will have sufficient details for Aviat engineering to order antenna mounting or any other related material required. Any re-engineering to provide correct mounts or material required by Aviat Networks may increase cost to SOLANO COUNTY.

Unless otherwise stated in this SOW, the services provided by Aviat in this SOW shall be subject to the following terms:

- Aviat shall not be responsible for managing SOLANO COUNTY project responsibilities and deliverables.
- This SOW is a listing of roles and responsibilities to be provided by Aviat Networks. Aviat Networks shall not be responsible for the condition of existing equipment or the deficiencies of non-Aviat Networks provided labor. Only the labor addressed in this SOW shall be provided by Aviat Networks.
- On-site technicians will decline any SOLANO COUNTY request for work outside the scope of work defined and agreed upon in this SOW unless it is addressed in a change order.
- Aviat Networks proprietary documentation used by service delivery teams to perform this service is not available to SOLANO COUNTY.
- Aviat shall not provide proprietary information on methods, procedures, or tools to perform the services in this SOW.
- Aviat shall not perform any and services that are not specifically described within this SOW as being provided by Aviat Networks.
- Aviat Networks will not be responsible for the resolution of other vendor issues affecting the completion of the cutover. Aviat Networks can provide guidance and support to SOLANO COUNTY in resolving interoperability issues, where applicable.
- Aviat shall not repair equipment not in the engineering drawings. Equipment requiring repair that is not included in the engineering drawings but is still under warranty must follow Aviat's repair and return procedures.
- Additions or changes to ironwork, cable racks, or fiber ducts are not included and can be quoted separately after site visit information is collected.
- AC power drop wiring within three (3) feet of DC power plants is excluded, unless specifically quoted.



11.APPENDIX G: FIELD CHANGE ORDER PROCEDURE

Any change to the proposed system configuration, the number of sites, type of equipment, type of services, project responsibilities, or any other change to this SOW will be considered as a change in scope and will be subject to the following process:

- The Customer or Aviat Networks identifies a change of project scope of work.
- Aviat Networks Project Manager or Network Engineer will submit a proposed field change order authorization or an amendment to this SOW containing documentation of the proposed additional activity and an additional cost.
- An authorized Customer representative shall review and approve the field change order authorization or the amendment to this SOW in writing prior to changes to the scope of work being started.

STATEMENT OF WORK
AVIAT NETWORKS

County of Solano - Exhibit A-1



Aviat Networks
200 Parker Drive, Suite C100A
Austin, Texas 78728
Phone: (512) 582-4600
Fax: (512) 582-4605

CHANGE ORDER FORM

SOLANO COUNTY
Vallejo Fairgrounds-Cummings IRU600 11 GHz
NA240715-54409

This amendment hereby modifies and amends the Statement of Work ("SOW") between Aviat, U.S., Inc. ("Aviat Networks") and SOLANO COUNTY ("Customer") entered into on [insert SOW effective date here] as follows:

The following products **and** services are hereby **<added/deleted>** to the SOW at the specified prices. All other terms and conditions of the SOW remain unchanged.

Customer:	SOLANO COUNTY	Contract #:	
Phone:		Contract Date:	
Fax:		Change Order #:	
Email:		Aviat SO #:	

Line #	Description	QTY +/(=)	Unit Price	Ext Price +/(=)
1				
2				
3				
4				
5				
6				
7				
8				
9				
Subtotal Booking				\$
Tax (as applicable)				\$
Freight				\$
Other				\$
TOTAL THIS CHANGE				\$

Aviat U.S., Inc.		SOLANO COUNTY	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	



12. STATEMENT OF WORK SIGN-OFF

SOLANO COUNTY
Vallejo Fairgrounds-Cummings IRU600 11 GHz
NA240715-54409

Aviat Networks and SOLANO COUNTY agree that this SOW will govern the scope, roles, and responsibilities associated with the delivery of this project.

The parties also agree that material changes to the project scope or deviations from the assignment of responsibilities between Aviat Networks and SOLANO COUNTY shall require a change order or amendment to the project schedule.

Aviat U.S., Inc.		SOLANO COUNTY	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	



13. PROJECT COMPLETION SIGN-OFF

Complete one page for every site.

SOLANO COUNTY

Vallejo Fairgrounds-Cummings IRU600 11 GHz

NA240715-54409

<Site Name>

Equipment:

The Aviat Networks supplied microwave equipment has been completely installed and tested and has been accepted for traffic use with the following exceptions:

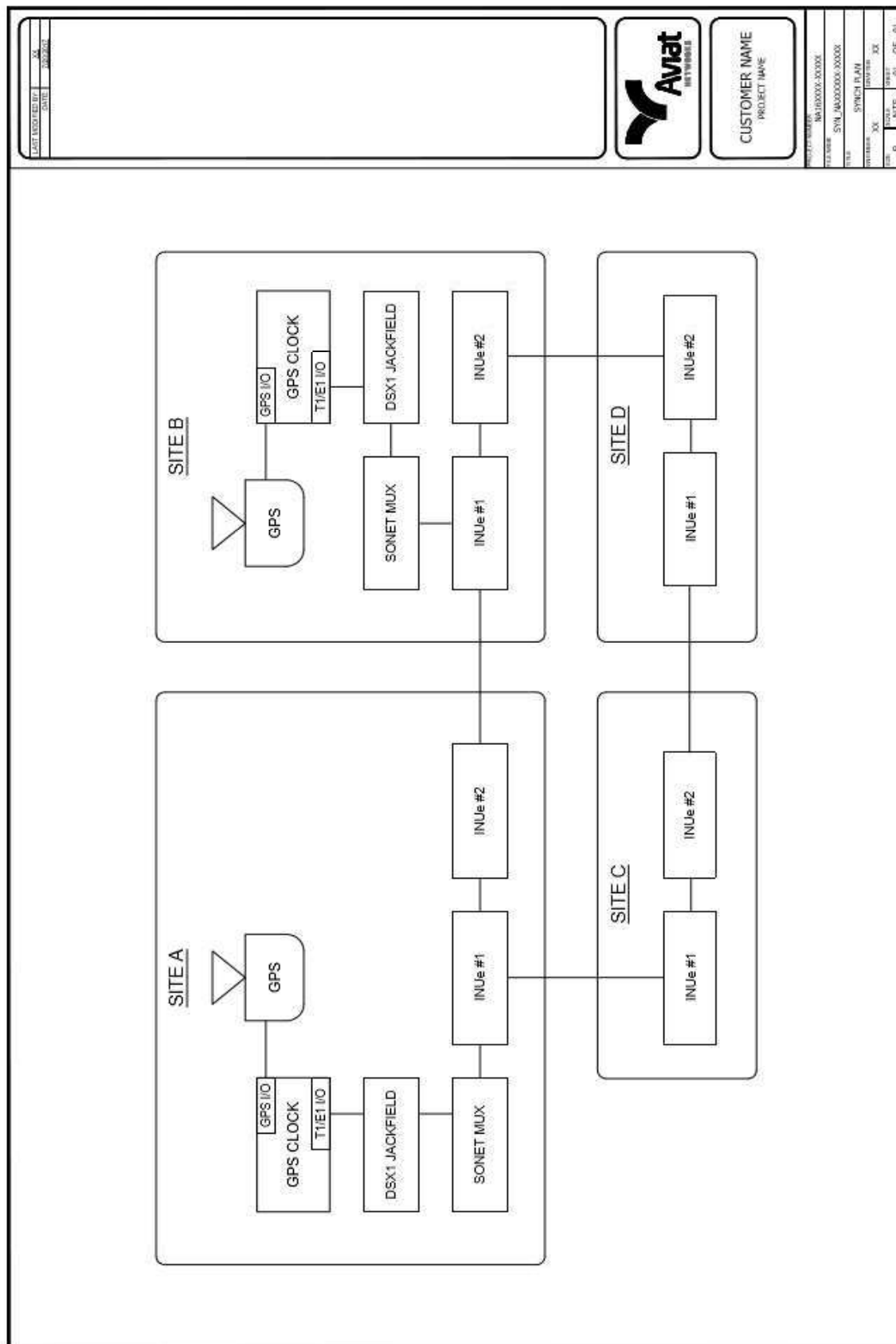
Exceptions (use additional sheets if required):

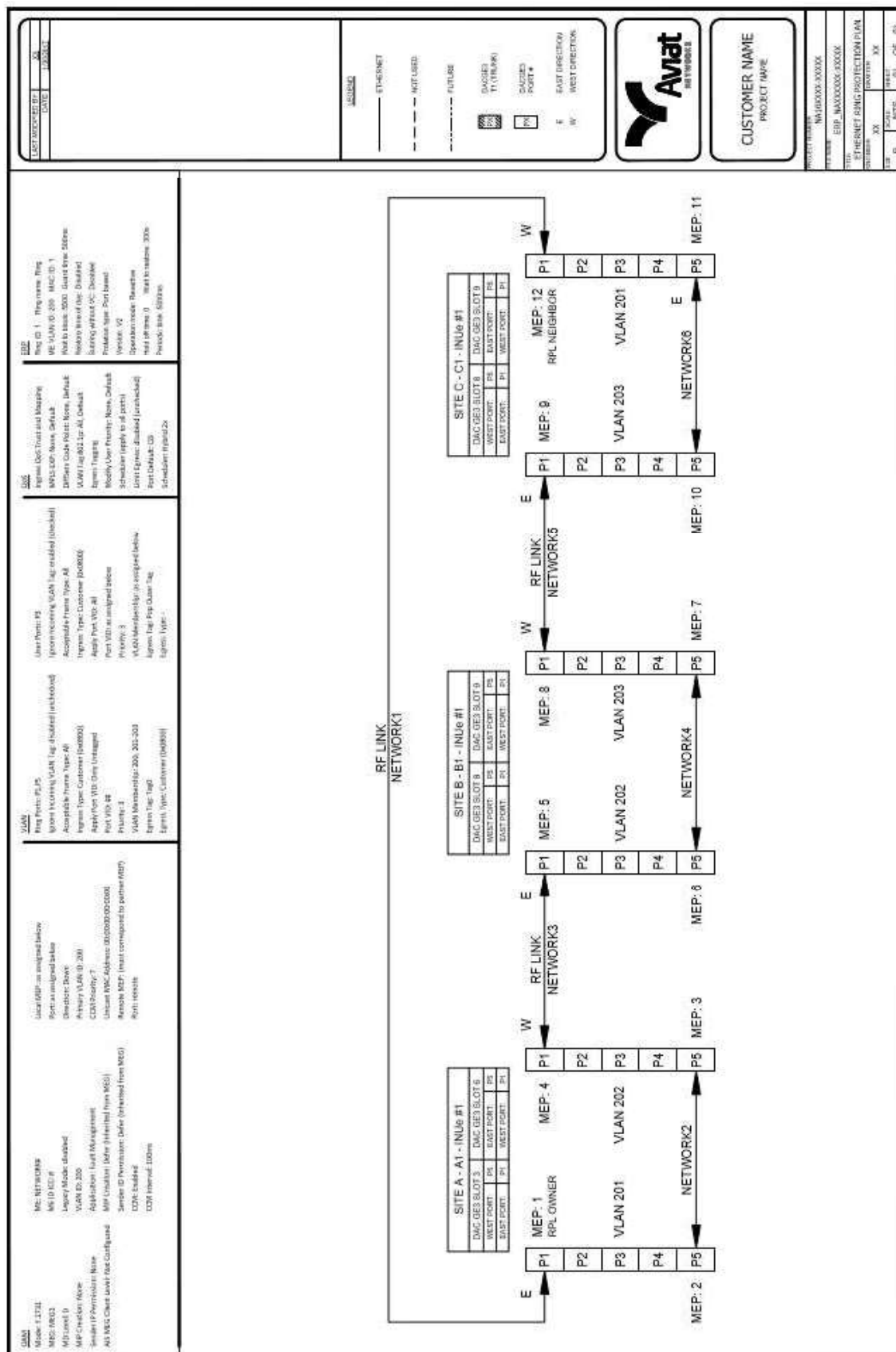
Please call Aviat's customer service hotline at 1-800-227-8332 for service, equipment repair, training or miscellaneous sales or visit Aviat's customer service website at <http://www.aviatnetworks.com>.

Aviat U.S., Inc.		SOLANO COUNTY	
Approved By:		Approved By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	

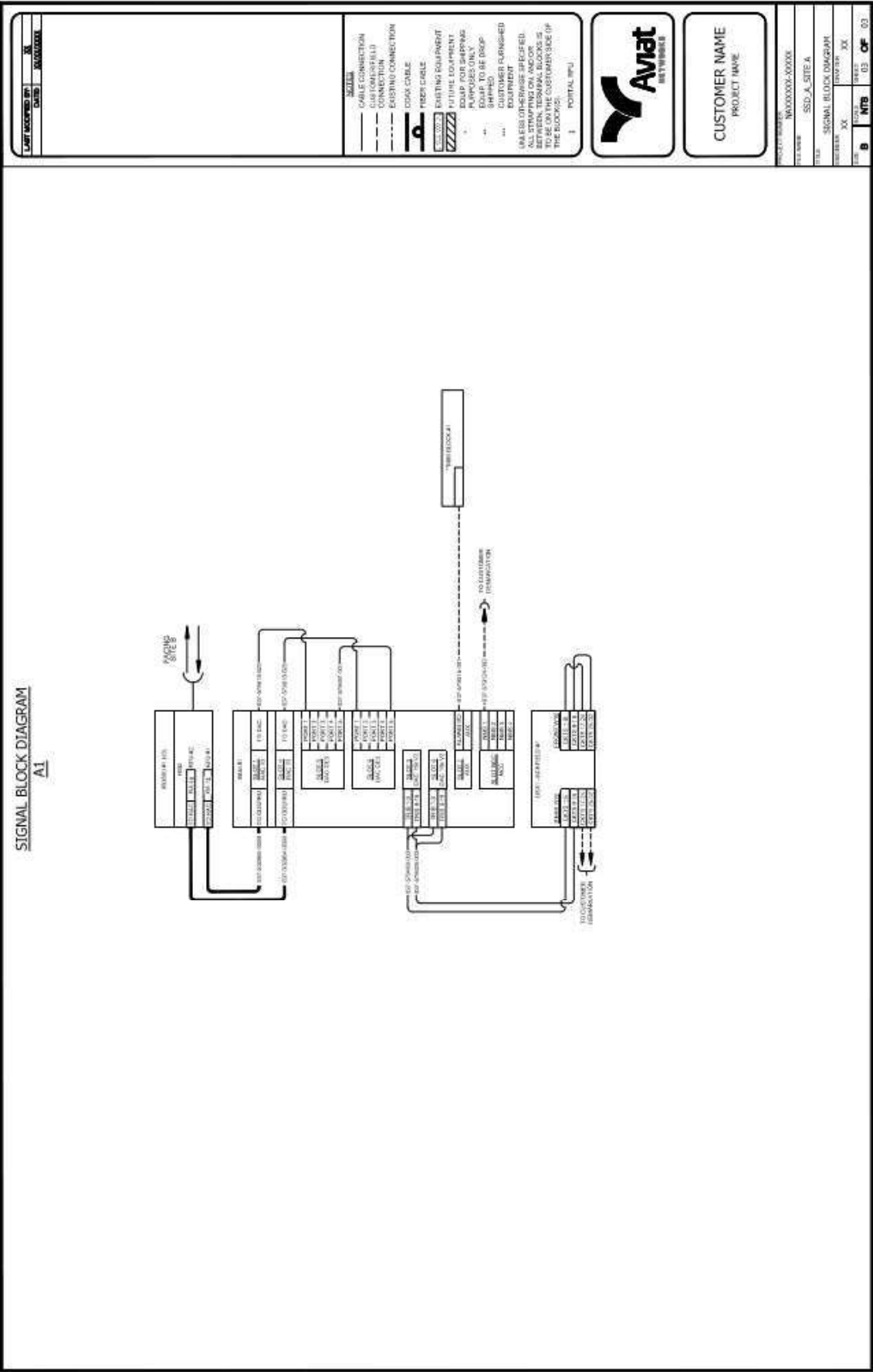
14. Aviat Standard Drawings

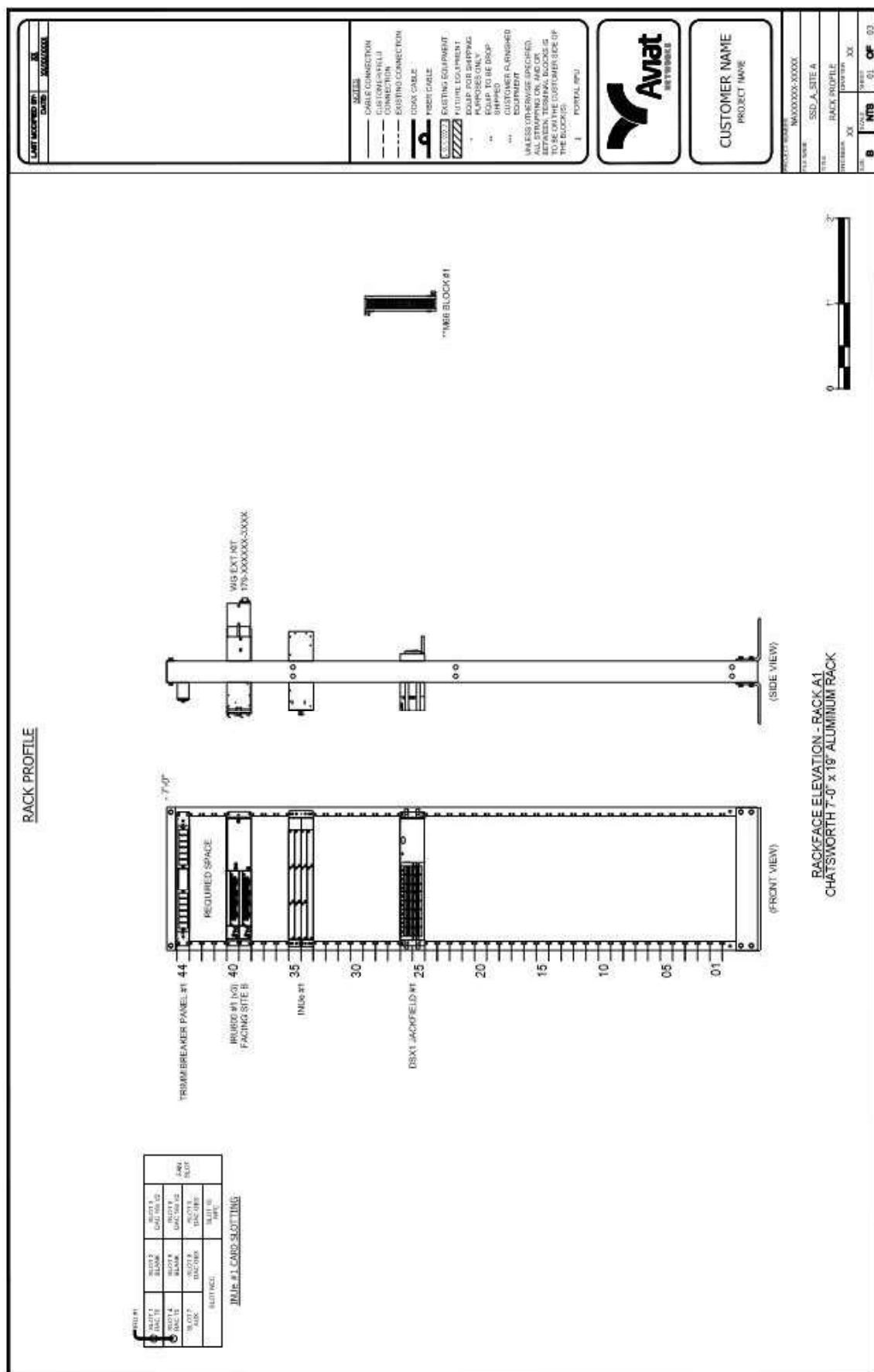
Synch Plan





Ethernet Ring Protection plan (ERP)







Sample Power Calculations



Eclipse Packet Node Power Consumption Calculation

Proposal #: NA130208-50689

Date: November 20, 2014

Network Engineer: M. Del Fierro

Site Name: Princeton

RFU / Module Type	Consumption	Manual Entry Qty
IRU600 1+1 High Power	124 W	1
RAC 60E	12 W	2
DAC GE V3	13 W	1
DAC 16X	2.5 W	2
NPC	8 W	1
INU or INUe	13 W	1
TOTAL		187.00 W

Total AMPS @ 48Vdc: 3.90 A

Additional Equipment Load		
Description	Consumption	Qty
TOTAL		0.00 W

Additional AMPS @ 48Vdc: 0.00 A

Station Load (Amps)	3.90 A	Min. Battery Plant Size (AMP-HRS)	31
Recharge Time (Hours)	24	Min. Charger System Size (AMP Rating)	5
Battery Reserve (Hours)	8		
Ampere-Hour Multiplier	8.0	WATTS to BTU/HR	794
Temperature Correction Factor	1	(incl. charger and equipment)	

NOTE: Dehydrators operate with AC power

Hours Reserve=>	2	4	6	8	12	24	
Amp-Hour multiplier=>	2.8	4.7	6.4	8.0	10.9	19.3	
Temperature F(Deg)=>	0	10	20	40	60	70	77
Correction Factor=>	2.0	1.85	1.59	1.3	1.11	1.04	1.0
Battery Size (Min)	=	Station Load	X	Amp-Hour Multiplier	X	Correction Factor	
Charger Size (Min)	=	(1.15 X Battery Size /	Recharge Time)		+	Station Load	



Sample IP Plan

EQUIPMENT				ACCESS & CONFIGURATION										Additional Radio				DATES		STATUS								
SITE NAME	Site Address	Vendor	Component	Telnet	SSH	HTTP	HTTPS	Web Interface	Forwarding Engine	Default IP Address	Default Forward Subnet Mask	Health (MIB)	Provisioned (MIB)	Secret (MIB)	Access (MIB)	System Name (MIB)	Read SHIP (MIB)	Write SHIP (MIB)	Peer Site Name (Radio Site)	Peer Site IP Address (Radio Site)	Display Name (Optional)	Provisioning Method	Launch Date	Emergency Update Date	Emergency Status	Current SW Version	Radio in Provision	
Turkey		Aviat	Eclipse	NA	Yes	Yes	Yes	Yes	NA	10.0.0.1	255.255.255.240 (/28)	default	default	default	default	terminal	terminal	terminal	Turkey	10.0.0.1	255.255.255.240 (/28)	11/20/2014	11/20/2014	11/20/2014			N/A	N/A
Turkey		Aviat	Eclipse	NA	Yes	Yes	Yes	Yes	NA	10.0.0.17	255.255.255.240 (/28)	default	default	default	default	terminal	terminal	terminal	Turkey	10.0.0.17	255.255.255.240 (/28)	11/20/2014	11/20/2014	11/20/2014			N/A	N/A
Turkey		Aviat	Eclipse	NA	Yes	Yes	Yes	Yes	NA	10.0.0.18	255.255.255.240 (/28)	default	default	default	default	terminal	terminal	terminal	Turkey	10.0.0.18	255.255.255.240 (/28)	11/20/2014	11/20/2014	11/20/2014			N/A	N/A
Tennessee Pass		Aviat	Eclipse	NA	Yes	Yes	Yes	Yes	NA	10.0.0.33	255.255.255.240 (/28)	default	default	default	default	terminal	terminal	terminal	Tennessee Pass	10.0.0.33	255.255.255.240 (/28)	11/20/2014	11/20/2014	11/20/2014			N/A	N/A
Tennessee Pass		Aviat	Eclipse	NA	Yes	Yes	Yes	Yes	NA	10.0.0.34	255.255.255.240 (/28)	default	default	default	default	terminal	terminal	terminal	Tennessee Pass	10.0.0.34	255.255.255.240 (/28)	11/20/2014	11/20/2014	11/20/2014			N/A	N/A

County of Solano
Standard Contract

Exhibit B
Budget

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

PLEASE SEE ATTACHED EXHIBIT B-1 FOR ADDITIONAL INFORMATION

2. PAYMENT IN THE EVENT OF EARLY TERMINATION

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.

County of Solano - Exhibit B-1

ITEM	EQUIPMENT LIST DESCRIPTION	PRODUCT CODE PART NUMBER	UNIT PRICE	SYSTEM		Vallejo Fairgrounds	Cummings		Services	
				QTY	PRICE	QTY	PRICE	QTY	PRICE	QTY
4.204	Site Surveys and Reports	SVCS-IN-SS-PE	\$7,791.00	1	\$7,791.00			1	\$7,791.00	
4.205	Path Survey	SVCS-PN-EN-XE	\$8,293.00	1	\$8,293.00			1	\$8,293.00	
4.206	Frequency Coordination & Licensing	SVCS-PN-EN-XE-LA	\$1,548.00	1	\$1,548.00			1	\$1,548.00	
4.207	Configuration Engineering/Drafting	SVCS-IN-SS-CEDFT	\$2,314.00	1	\$2,314.00			1	\$2,314.00	
4.300	Field Services									
4.301	Radio Installation	SVCS-IN-IC-FI	\$11,771.00	1	\$11,771.00			1	\$11,771.00	
4.302	Antenna Installation	SVCS-IN-IC-AS	\$37,913.00	1	\$37,913.00			1	\$37,913.00	
4.400	Aviat Care									
4.401	RU600 Warranty Plus, 36 Months from Factory Shipment	SNA-BWXXXA1003638	\$324.00	4	\$1,296.00					
5.000	Discounts									
5.001	One-time Management Discount (Legacy Customer)	EQ DISCOUNT	-\$7,973.00	1	-\$7,973.00					
6.000	Freight									
6.001	Freight to Fairfield, CA 94533	FREIGHT	\$4,163.00	1	\$4,163.00			1	\$4,163.00	
Grand Total (Excluding Applicable Taxes)					\$185,093.00	\$47,934.00	\$51,422.00		\$93,710.00	

This sales quotation and any resulting Customer order ("Order") are subject to Aviat Networks standard terms and conditions of sale ("Conditions"), which are available at the following web site:
http://www.aviatnetworks.com/media/FILES/AVWN_STCS.pdf. However, if an Order is issued under or in connection with an applicable master agreement between Aviat and Customer (an "Existing Agreement"), then the Existing Agreement will govern and control the Order.

County of Solano
Standard Contract

Exhibit C
General Terms and Conditions

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

**County of Solano
Standard Contract**

**Exhibit C
General Terms and Conditions**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

**County of Solano
Standard Contract**

**Exhibit C
General Terms and Conditions**

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

**County of Solano
Standard Contract**

**Exhibit C
General Terms and Conditions**

officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

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A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

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G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

- (1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;
- (2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;
- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

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A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may

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inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

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25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**County of Solano
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General Terms and Conditions****29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

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Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and

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agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

County of Solano
Standard Contract

Exhibit D
Special Terms and Conditions

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. INSURANCE

Exhibit C, Section 7B, Insurance shall be amended as follows:

(B) Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).*
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).*
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.*

Exhibit C, Section 7C, Insurance shall be amended as follows:

(C) Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|---|---|--|
| <p><i>(1) General Liability:
(Including operations,
products and completed
operations.)</i></p> | <p><i>\$2,000,000</i></p> | <p><i>per occurrence for bodily injury,
personal injury and property
damage. If Commercial General
Liability insurance or other form
with a general aggregate limit is
used, either the general aggregate
limit shall apply separately to this
project/location or the general
aggregate limit shall be twice the
required occurrence limit.</i></p> |
| <p><i>(2) Automobile
Liability:</i></p> | <p><i>\$1,000,000</i></p> | <p><i>per accident for bodily injury and
property damage.</i></p> |
| <p><i>(3) Workers'
Compensation:</i></p> | <p><i>As required by the State of California.</i></p> | |
| <p><i>(4) Employer's
Liability:</i></p> | <p><i>\$1,000,000</i></p> | <p><i>per accident for bodily injury or
disease.</i></p> |

Exhibit C, Section 7E, Insurance shall be amended as follows:

- (E) No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.*

Exhibit C, Section 7J, Item 5, Insurance shall be deleted in its entirety.

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Exhibit D
Special Terms and Conditions

2. RESPONSIBILITIES OF CONTRACTOR

Exhibit C, Section 12, Responsibilities of Contractor shall be amended to include subsection as follows:

(D) Title of equipment shall transfer to County upon shipment. Risk of loss or damage in the equipment shall transfer to County in accordance with the risk transfer rules of the applicable shipping term/Incoterm mentioned on the accepted Order.

3. INSPECTION

Exhibit C, Section 19, Inspection shall be amended as follows:

Upon advanced written notice to Contractor, authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

4. SUBCONTRACTOR AND ASSIGNMENT

Exhibit C, Section 21, Subcontractor and Assignment shall be amended as follows:

- A. Services under this Contract are deemed to be personal services.*
- B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.*
- C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.*
- D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.*

5. OWNERSHIP OF DOCUMENTS

Exhibit C, Section 23, Ownership of Documents shall be amended as follows:

- A. County shall be the owner of and shall be entitled to possession of any County specific computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.*
- B. No County specific material prepared in connection with the project shall be subject to copyright in the United States or in any other country.*

6. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Exhibit C, Section 29, Health Insurance Portability and Accountability Act shall be deleted in its entirety.