

AGREEMENT NO. \_\_\_\_\_

**EO 21-57**

**FIRST AMENDMENT TO COUNTY OF MENDOCINO  
AGREEMENT FOR EQUIPMENT, SOFTWARE AND SERVICES NO. BOS #21-139**

This Amendment to Agreement No. BOS #21-139 is entered into this 27th day of July, 2021, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and NOKIA OF AMERICA CORPORATION, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. BOS #21-139 was entered into on June 22, 2021; and

WHEREAS, upon execution of this document by the County of Mendocino and the Contractor, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to amend the original Agreement No. BOS #21-139 to include the public contracting provisions attached to this amendment as Exhibit A.

NOW, THEREFORE, we agree as follows:

1. Agreement No. BOS #21-139 will be hereby amended to include the public contracting provisions attached to this amendment as Exhibit A.

Exhibit A     Public Contracting Provisions

All other terms and conditions of Agreement No. BOS #21-139 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO

DEPARTMENT NAME: Information Services

By: [Signature] **07/27/2021**  
DEPARTMENT HEAD DATE

Budgeted:  Yes  No

Budget Unit: 0717

Line Item: 862239-IT040

Grant:  Yes  No

Grant No.: N/A

INSURANCE REVIEW:

By: [Signature]  
Risk Management

CONTRACTOR SIGNATURE 1/NOKIA OF AMERICA CORPORATION

By: Desiree Obleton

Date: July 27, 2021

CONTRACTOR SIGNATURE 2/NOKIA OF AMERICA CORPORATION

By: Katheryn Mecham

Date: July 27, 2021

NAME AND ADDRESS OF CONTRACTOR:

NOKIA OF AMERICA CORPORATION

600 Mountain Avenue

New Providence, NJ 07974

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: [Signature]  
Deputy CEO

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,  
County Counsel

By: Matthew Kiedrowski  
Deputy

Signatory Authority: \$0-25,000 Department; \$25,001-50,000 Purchasing Agent; 50,001+ Board of Supervisors

Exception to Bid Process Required/Completed

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: \_\_\_\_\_

## EXHIBIT A

CONTRACTOR shall additionally comply with the following provisions in carrying out this AGREEMENT.

1. **COMPLIANCE WITH COUNTY POLICIES:** The CONTRACTOR shall comply with the various policies regarding the preservation of our natural resources which may impose specific requirements on the CONTRACTOR.
  - a. The Storm Water Management Program includes specific requirements for grading and construction projects within the County including the implementation of Best Management Practices (BMP) to prevent the discharge of construction waste, debris, sediment, or contamination from entering the storm drainage system or natural waterways. For more information, refer to the following web page of the County Department of Planning and Building Services:  
<https://www.mendocinocounty.org/government/planning-building-services/stormwater/>
  - b. The CONTRACTOR shall be responsible for purchasing products that minimize environmental impacts, toxics, pollution, hazards to workers, and community safety to the greatest extent practicable. The CONTRACTOR shall also be responsible for the purchasing of products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and are lead-free and mercury-free.
  - c. Waste Stream Reduction goals include programs to maximize the salvage and recycling of demolition and construction debris and document waste stream diversion. For more information refer to the Construction and Demolition Forms handout on the following web page of the County Department of Planning and Building Services:  
<https://www.mendocinocounty.org/government/planning-building-services/forms-and-handouts/>
2. **MSDS SHEETS:** The CONTRACTOR must present to the COUNTY all Material Safety Data Sheets for all materials used in all phases of the project prior to beginning work. No materials, other than those that have MSDS sheets, shall be permitted on the COUNTY premises.
3. **PAYMENT OF PREVAILING WAGES:** Pursuant to the provisions of the Labor Code of the State of California, the Department of Industrial Relations has made a determination of the rate of per diem wages to be paid on the prevailing

rate of pay for regular, holiday and overtime work in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to execute the contract. All County of Mendocino projects greater than \$1,000 require that contractors adhere to Prevailing Wage requirements (California Labor Code, Sections 1770 through 1775). The rates can be found online here:

<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

4. CERTIFIED PAYROLL RECORDS: Pursuant to Labor Code Section 1776, the CONTRACTOR and any or all subcontractors shall keep accurate payroll records. A certified copy of all payroll records for work performed under this contract shall be furnished upon request to a representative of the awarding body. Pursuant to Senate Bill 854 (Stats. 2014, chapter 28), the CONTRACTOR and subcontractors are required to furnish certified payroll reports directly to the Department of Industrial Relations.
  
5. EMPLOYMENT OF APPRENTICES: The CONTRACTOR and subcontractor performing work in an apprentice-able craft or trade shall comply with Section 1777.5 relating to Apprentices on public works projects.
  
6. LABOR CODE SECTION 1771.1(a). The CONTRACTOR, on behalf of itself and all subcontractors performing work under this agreement, certifies that it is aware of the requirements of Labor Code Section 1771.1(a), which is restated below, and has provided proof of the CONTRACTOR and all subcontractors' current registration to perform public work pursuant to Labor Code Section 1725.5.  
  
A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
  
7. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
  
8. BONDING: Any contractor awarded a public works contract in excess of twenty-five thousand dollars (\$25,000) shall provide approved payment and performance bonds to the county before commencement of work.