

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT FOR EQUIPMENT, SOFTWARE AND SERVICES NO. BOS #21-001**

This Amendment to Agreement No. BOS #21-001 is entered into this 17TH day of AUGUST, 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 #21-001 was entered into on January 8, 2021; and

WHEREAS, Agreement No. BOS #21-001 was amended for the first time on June 22, 2021 with Agreement No. BOS #21-001-A1; 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 #21-001 to include the public contracting provisions attached to this amendment as Exhibit A; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the total contract amount set out in the original Agreement No. BOS #21-001 by \$7,372.72 for the addition of Bond Premium and pursuant to the change request form attached to this amendment as Exhibit B, for a new total contract amount of \$1,206,562.09.

NOW, THEREFORE, we agree as follows:

1. Agreement No. BOS #21-001 will be hereby amended to include the public contracting provisions attached to this amendment as Exhibit A.
2. The total contract amount set out in Agreement No. BOS #21-001 will be increased by \$7,372.72 for a new total contract amount of \$1,206,562.09.
3. Exhibit B set out in Agreement No. BOS #21-001 will be hereby amended to include the change request form attached to this amendment as Exhibit B.

Exhibit A Public Contracting Provisions
Exhibit B Change Request Form

All other terms and conditions of Agreement No. BOS #21-001 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

 07/29/2021
DEPARTMENT HEAD DATE

Budgeted: ☒ Yes ☐ No


Budget Unit: 0717

Line Item: 862239-IT047

Grant: ☐ Yes ☒ No

Grant No.: N/A


COUNTY OF MENDOCINO

By: 
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: AUG 18 2021

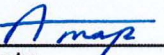
ATTEST:

CARMEL J. ANGELO, Clerk of said Board

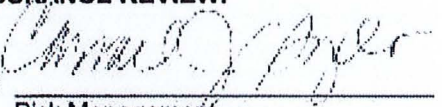
By: 
Deputy

AUG 18 2021
I hereby certify that according to the provisions
Government Code section 25103, delivery of t
document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: 
Deputy

INSURANCE REVIEW:

By: 
Risk Management

Date: 07/29/2021

CONTRACTOR SIGNATURE 1/NOKIA OF AMERICA CORPORATION

By: Desiree Obleton

Date: July 29, 2021

CONTRACTOR SIGNATURE 2/NOKIA OF AMERICA CORPORATION

By: 
Date: 02 August 2021

NAME AND ADDRESS OF CONTRACTOR:

NOKIA OF AMERICA CORPORATION

3100 Olympus Blvd., Suite 100

Dallas, TX 75019

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

COUNTY COUNSEL REVIEW:

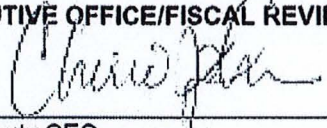
APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Matthew Kiedrowski
Deputy

Date: 07/29/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO

Date: 07/29/2021

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.

EXHIBIT B

NOKIA

1 Part A: Background Information

Part A: Background Information (to be completed by Requestor; validated by Project Manager)			
Change Request Log #:		Nokia Opportunity #:	20.US.903624
Project Name:	MPLS Network Upgrade	Customer Name:	County of Mendocino
Project QTC SO #	41178397		
Requestor Name:	County of Mendocino	Customer PO# (current or to be provided):	PO 21-001
Project Manager:	Jackie Tetreault	Date Requested:	7/20/2021
Project Approver:		Requested approval date:	
Change Title or Reference:	2-year Bond Agreement	Estimated Change Value:	\$7,372.72
Customer Priority	<input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low		
Change Type	<input type="checkbox"/> Within Scope <input type="checkbox"/> Up scope <input type="checkbox"/> Cost Recovery		
Nokia Internal Management Approval			
Change Decision: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Accepted subject to comments <input type="checkbox"/> Rejected		Action required / comments:	
Date: July 21, 2021 Signature: <i>Desiree Oblaton</i>			
Nokia Business Approval			
Change Decision: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Accepted subject to comments <input type="checkbox"/> Rejected		Action required / comments:	
Date: July 21, 2021 Signature: <i>David Z...</i>			
Customer Approval			
Change Decision: <input type="checkbox"/> Accepted <input type="checkbox"/> Accepted subject to comments <input type="checkbox"/> Rejected		Action required / comments:	
Date: Signature:			

Customer hereby acknowledges that this change order request is either a change to the original order or is an addition to the work to which the parties have already agreed. The terms and conditions of the Agreement identified above will cover the work provided hereat. Customer understands and acknowledges that the price of this work is not covered under any purchase order or included in the Agreement identified above. Customer agrees to have a purchase order issued within five (5) business days of the signing of this order. Customer further agrees that if a properly executed purchase order is not received that this fully executed change order request will serve as the authorization for work and for payment. Customer certifies that he/she has the authority to authorize this work and the additional cost.



2 Part B: Change Detail

Part B: Change Detail (to be completed by Requestor and validated by Project Manager)	
Description of change requested:	
Two-year bond agreement:	
Bond Amount per year	\$3,686.36
# of Years in Contract	2
Cost of Bond	\$7,372.72
Reason for / benefits of proposed change:	
County requirements	
Alternatives:	
None	
Impact / risk to project if change does not proceed:	
Additional Information:	
N/A	

3 Part C: Change Impact

Part C: Change Impact (to be completed by PM)
External Impact Assessment (this section may be presented to the Customer)
Impact on schedule:
N/A
Impact to Price Including Billing Schedule: (separate price detail to be included for upscope changes)
N/A
Additional risks and other impact:
N/A