

MODIFICATION #2 TO  
PERSONAL SERVICES AGREEMENT #5052  
TILLAMOOK COUNTY AND FEDERAL ENGINEERING INC.  
VOTED SIMULCAST FOR THE TILLAMOOK COUNTY PUBLIC SAFETY  
COMMUNICATION SYSTEM PROJECT

This agreement modification, hereafter "modification #2", is entered into by and between FEDERAL ENGINEERING, INC., hereafter "contractor" and TILLAMOOK COUNTY, hereafter "county", pursuant to ORS 203.010. The parties entered into a Personal Services Agreement on October 2, 2019. The parties intend this modification to modify their earlier agreement only as to their expressions herein. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

(~~Strike through text~~ indicates removals and *italicized text* indicates additions).

**2. AGREEMENT PRICE AND AMOUNT**

The price for the services provided by contractor for Phase 1, Phase 2, and Phase 3, as described in the invitation to bid, shall be a total cost to county not to exceed ~~One Hundred Seventy-Three Thousand Fifty-Two and 00/100 Dollars (\$173,052.00)~~ *One Hundred Eighty-Three Thousand Fifty-Two and 00/100 Dollars (\$183,052.00)*. Contractor shall not begin Phase 2 until county issues a notice to proceed in writing. Contractor and county agree that the price for the services provided by contractor for Phase 3, Phase 4, and Phase 5, as described in the invitation to bid, is subject to the availability of funding and that county has the option to modify this agreement as needed once funding is secured.

**4. AGREEMENT DOCUMENTS**

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

- 4.1. This Agreement;
- 4.2. Project Proposal;
- 4.3. Project Proposal Dated February 3, 2021;
- 4.4. Invitation to Bid; ~~and~~
- 4.5. Statutory Public Contract Provisions; *and*
- 4.6. *Project Proposal Dated August 31, 2023.*

All provisions of the underlying agreement not otherwise modified by this document remain in full force and effect and are incorporated herein by reference.

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**ACKNOWLEDGEMENT:**

**EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.**

Approved as to form and content this 10th day of October, 2023.

  
Contract Officer

Dated this 18th day of October, 2023.

CONTRACTOR: FEDERAL ENGINEERING, INC.



Ronald F. Bosco  
10560 Arrowhead Drive  
Fairfax, Virginia, 22030  
703-359-8200  
rbosco@fedeng.com

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Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

THE BOARD OF COMMISSIONERS  
 FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Erin D. Skaar, Chair	___	___	___/___
_____ Mary Faith Bell, Vice-Chair	___	___	___/___
_____ David Yamamoto, Commissioner	___	___	___/___

ATTEST: Christy Biggs,  
 County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
 Special Deputy

\_\_\_\_\_  
 William K. Sargent,  
 County Counsel



"Unleashing the Power of Technology"

**Federal  
Engineering®**

**Federal Engineering, Inc.**

10560 Arrowhead Drive  
Fairfax, VA 22030  
703-359-8200

**STATEMENT OF WORK (SOW)**  
**Issued: August 31, 2023**

**ATTACHMENT TO TILLAMOOK COUNTY**  
**Contract for Consulting Services**  
**Dated: October 2, 2019**

**TILLAMOOK COUNTY**  
**TASK ORDER #2**  
**ON-CALL TECHNICAL SUPPORT**

**1.0 INTRODUCTION AND ISSUES**

Tillamook County (Client) is seeking professional consulting services for the long-term improvement of Public Safety Communications Systems.

This task order (TO) provides a framework for **FE** to respond to ad-hoc, short-term assignments regarding the Client's Public Safety Communications Systems. Through this TO, the Client is provided with the mechanism to direct **FE** consulting efforts in an orderly fashion while maintaining control and visibility.

**2.0 TASKS TO BE PERFORMED**

Tasks may be initiated by email or written correspondence between **FE** and the Client's Project Manager or his/her designee. Possible tasks to be performed include but are not limited to the following:

**2.1 Assignments within this TO may consist of any of the following:**

- **FE** may provide technical assistance to the Project Manager
- **FE** may conduct system capacity analysis or improvement studies
- **FE** may conduct site analysis and radio system analysis
- **FE** may conduct system or site coverage mapping
- **FE** may conduct backhaul site or system analysis
- **FE** may assist in grant administration
- **FE** may offer informal advice or conduct technical research
- **FE** may assist in administrative issues such as FCC license modifications or renewals
- **FE** may interface with Client management and/or radio systems users
- **FE** may generate RFP's and review proposals from vendors

- **FE** may conduct meetings with vendors and assist the Client in contract negotiations
- **FE** may perform program planning and design reviews
- **FE** may perform analyses of radio operations and system/technology utilization and develop improvement recommendations
- **FE** may conduct special presentations on select subjects
- **FE** may provide support in areas such as operations, engineering, or administration for public safety mobile radio services.
- **FE** may provide assistance through the procurement process, including the following:
  - Vendor question and answer
  - Vendor presentations
  - Negotiation preparation
  - Onsite negotiation support
  - Follow-up negotiation support
- **FE** may conduct preliminary and detailed design reviews/evaluations
- **FE** may conduct equipment and system acceptance plan reviews and evaluations, including the following:
  - Staging plan review
  - Staging test—attend onsite and document
  - Site acceptance plan review
  - Site acceptance—attend onsite and document
  - RF coverage acceptance plan review
  - RF coverage tests—attend onsite and document
  - Functional acceptance plan review
  - Functional tests—attend onsite and document
  - Final acceptance plan review
  - Final acceptance tests—attend onsite and document
  - Cutover plan review
  - Cutover coordination—attend onsite and document
- **FE** may perform other tasks as directed by the Client Project Manager

**2.2 Milestones and deliverables within this task may consist of any of the following:**

- **FE** may conduct program review meetings or technical seminars
- **FE** may conduct oral presentations on requested subjects

- **FE** may generate written responses for system design and acceptance test plan reviews and evaluations
- **FE** may generate written documentation on attending and witnessing staging and in-field tests for acceptance
- **FE** may generate program plans using Microsoft Project and other software
- **FE** may generate memoranda, reports, or white papers on findings
- **FE** may participate at meetings to support findings or to discuss assignments

### **3.0 SCHEDULE**

This support agreement will begin upon execution of this TO and remain active throughout the contract period of performance.

### **4.0 STAFFING/ORGANIZATION**

Mr. Rajit Jhaver, will serve as the program manager with technical support from other **FE** staff as necessary.

### **5.0 COST**

This TO will be performed on a time and materials basis. This TO initially authorizes a maximum of \$10,000 which includes labor, travel, and other direct costs.

**FE** will notify the Client Project Manager upon reaching 80% of the cost ceiling. Federal Engineering will notify the Client should additional funding be required to complete an approved task. The authorized funding will be increased by a written modification to this TO duly executed by both the Client and **FE**.

Upon receiving an assignment, **FE** will respond to the Client Project Manager or their designee via email with an estimated cost to perform the assignment for any task anticipated to be more than eight hours of work. Upon receipt and written acceptance of the estimated cost and a Purchase Order, **FE** will commence the assignment. During the assignment, if situations arise that cause a change in the estimated cost, **FE** will notify the Client Project Manager or their designee of the revised estimate and the reason for the change. For written requests from the Client Project Manager anticipated to be fewer than eight hours of work **FE** will automatically proceed.

Invoices will be submitted monthly. The invoices will detail each task assignment, the personnel assigned, the number of hours charged, and details regarding travel and other direct costs. Invoices will be submitted to the Client Project Manager for processing.

## 6.0 BASIS FOR OUR SCOPE OF WORK

1. **FE** will provide draft and final deliverables electronically to Tillamook County.
2. This proposal assumes that the Client's Project Manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for on-site visits.
3. Any optional or additional tasking will be authorized by mutual agreement of the Client and **FE**. Such tasking will be performed on a time and materials basis in accordance with **FE's** rates outlined in Schedule A or on a fixed price basis as mutually agreed upon in a task order by the Client and **FE**.
4. **FE's** ability to fulfill this task depends, in part, on the willingness and ability of the Client's participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, system procurements, and license filings resulting therefrom cannot, therefore, be warranted by **FE** nor can the performance, suitability, or reliability of said systems be warranted by **FE**. **FE** accepts no responsibility or liability to any third party in respect to any information or related content delivered by **FE**. This information is subjective in certain respects, and, thus, susceptible to multiple interpretations and may be in need of periodic revisions based on actual experience and subsequent developments.
5. This proposal is based upon a start date on or before September 30, 2023. The schedule for any procurement and implementation oversight will be adjusted after determination of the Client's procurement schedule and the vendor's final approved implementation schedule. Delays to the project schedule due to actions or lack of actions on the part of the Client, Client participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the Client will be brought to the attention of the Client's Project Manager in a timely manner and the schedule and cost impacts will be reduced to writing via a mutually agreed upon contract amendment.
6. This proposal assumes a mutually agreeable invoicing schedule for work completed.
7. Federal Engineering reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the Client.

8. **FE** makes all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two weeks in advance of commitments. Therefore, if the Client cancels services less than one week in advance (other than for Force Majeure or breach by **FE**), the Client will be liable for all non-refundable expenses incurred by us on your behalf, and daily fees associated with canceled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event the Client cancels within two weeks of scheduled commitments.

**SCHEDULE A**  
**LONG-TERM CONSULTING RATES**

Effective January 1, 2023 through December 31, 2023

Principal	\$ 400.00 per hour
Vice President	\$ 360.00 per hour
Director/Chief Consultant	\$ 280.00 per hour
Senior Consultant	\$ 233.00 per hour
Consultant	\$ 200.00 per hour
Senior Analyst	\$ 165.00 per hour
Analyst	\$ 122.00 per hour
Administrative Services	\$ 95.00 per hour

TERMS AND CONDITIONS

1. Long-term rates do not include state or local taxes.
2. Travel and meals on a per diem basis will be invoiced at actual cost plus 20 percent to account for general and administrative costs.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

***This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.***

01-01-23