





**NORTH CAROLINA  
CHATHAM COUNTY**

**AGREEMENT FOR GOODS AND/OR SERVICES**

**THIS AGREEMENT FOR GOODS AND/OR SERVICES** (this "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Chatham County, a corporate and body politic of the State of North Carolina (the "County") and Motorola Solutions (the "Contractor"). Either the County or the Contractor may be referred to herein as a "Party" or collectively as the "Parties."

**WHEREAS**, the Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry, and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference and made an integral part of this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual agreement described below, the Parties agree as follows:

1. Term of Agreement: The term of this Agreement shall commence on April 1, 2024, and end on April 1, 2025, unless terminated hereinafter set forth.
2. Scope of Service: The Contractor shall provide to the County the goods and/or service (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. Compensation: As compensation for the Services to be provided by the County, the County shall pay the Contractor the sum of \$142,775.67, payable within thirty (30) days from receipt of proper invoice and proper documentation that the goods/services have been delivered or provided in accordance with this Agreement or as otherwise set forth in Appendix 1.
4. Insurance: Contractor shall maintain insurance policies as shown in Appendix 2 for the entire term of this Agreement as well as any subsequent amendments.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractors shall furnish Certificates of Insurance to the County, *naming the County as an additional insured*, prior to the commencement of Services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classifications as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

The County requires all that all contractors carry workers' compensation insurance. The County recognizes that contractors with fewer than three employees are not statutorily required to carry said insurance. The County reserves the right to waive the requirement to carry workers' compensation insurance on a case-by-case basis. If the contractor's status changes during the term of an agreement and worker's compensation insurance becomes statutorily required, the contractor must provide proof of said coverage to the County.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the County or its designated legal counsel, accountants, or practice management consultants any confidential information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.



6. Intellectual Property Owned by Contractor: This Agreement is subject to the North Carolina public records law and may be released upon request. Not all "Trade Secrets" will qualify as protected under N.C.G.S. §132-1.2 and 66-152.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the Parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, address as follows:

Chatham County  
Attn: County Manager  
Post Office Box 1809  
Pittsboro, North Carolina 27312  
919.542.8200

Motorola  
Attn: Mark Perretti  
315 Kitty Hawk Drive  
Morrisville, North Carolina 27560  
919.810.0667 / 919.786.0891  
[markperretti@callmc.com](mailto:markperretti@callmc.com)

11. Governing Law: This Agreement and the rights and obligations to the Parties hereunder shall be construed and governed by the laws of the State of North Carolina, and the venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.
12. Modifications: This Agreement may be amended or modified only by the mutual written consent of the Parties. A modification is not enforceable against the County unless it is signed by the County Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral expressed or implied, between the Parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the Party against whom enforcement of the waiver is sought. The waiver of a breach of any provisions of this Agreement shall not operate or be construed as waiver of subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
  - a. Cause: If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
    - i. Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
    - ii. Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.

- iii. Failure to maintain the insurance required by this Agreement.
- iv. Charging rates or fees in excess of those permitted under this Agreement.
- v. Inefficient, or unsafe practices in providing Services.
- vi. The material breach of any provision of this Agreement.

b. Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days prior written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provision of this Agreement. In the event of such termination, the County shall pay the Contractor its costs directly attributable to those Services received by the County prior to termination that meet the requirements of this Agreement. Provided however, that no costs will be paid to the Contractor that are recoverable in the Contractor's normal course of doing business. The County is not liable for the loss of any profits anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding: This Agreement is subject to the annual appropriation of funds by the Chatham County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all Services satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

17. Indemnity: Contractor agrees to indemnify and hold harmless, the County, its officers, agents, servants, and employees from an all claims, actions, lawsuits, losses, damages, expenses, judgments or liabilities of any kind whatsoever (including without limitation, cost of defense and attorney fees) suffered by the County and proximately caused by an act or omission of Contractor, its subcontractors, agents, or employees.

18. State and Federal Requirements: By signing this Agreement, Contractor certifies that (*if applicable*) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamcountync.gov/finance>. A hard copy of the Terms and Conditions is available upon request.

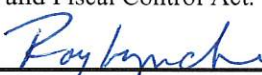
19. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement in their official capacities with legal authority to do so.

**CHATHAM COUNTY**

By:   
 Dan LaMontagne, County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

  
 Roy Lynch, Finance Director

**CONTRACTOR**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

## APPENDIX 1

**SCOPE OF WORK:** Install one mobile 700 MHz BDA/DAS at Siler City Elementary Schools and on at J.S. Waters School

**PROJECT NAME:** Siler City Elementary School and J.S. Waters School BDA Project

**SCOPE OF SERVICES:** See attached.

**TOTAL COMPENSATION:** \$142,775.67

**COMPLETION DATE:** April 1, 2025

## APPENDIX 2

### INSURANCE REQUIREMENTS

Worker's Compensation  
Statutory Limits

Automobile Liability  
\$250,000 bodily injury per person  
\$100,000 property damage

General / Professional Liability  
\$ 100,000 bodily injury per person  
\$ 500,000 bodily injury per occurrence  
\$ 100,000 property damage







Purchasing Co: Chatham County  
 Attn: Mike Reitz  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

MCA Sales Rep: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Job Location: 671 Ellington Rd, Siler City, NC 27344

Date: 3/1/2024  
 Budgetary Quotation No.: 39481000  
 Version #: 3  
 Prepared By: tomulrich@callmc.com

**Scope of Work :** Design, Material, Installation, Project Management, Commissioning, and Testing of a 700 MHz DAS to boost local Chatham Co.VIPER Simulcast. DAS has been designed and quoted for level 0 survivability. For additional burn survivability or conduit, please request a re-quote. NC 725G State Contract Pricing

Budgetary Quote Pricing Proposal			
1	Total Active Amplifier Components	\$	10,442.25
2	Total Battery Backup Components	\$	4,564.45
3	Total Passive Components	\$	13,026.88
4	Total 2 Hour Burn Rated RFS DragonSkin Coax and Support Components	\$	-
5	Total 2 Hour Burn Rated Prysmian Draka Fiber Components	\$	-
6	Total 2 Hour Burn Rated RFS ConQuest Flamebar Junction Box Components	\$	-
7	Total Interlocking Armored Coax Components (saves on 2" EMT costs)	\$	-
8	Total Knox Box Components	\$	350.64
9	Total 2" EMT Components	\$	-
10	Total Access Panel Components	\$	-
11	Engineering Services	\$	2,524.34
12	Project Management	\$	2,986.43
13	Installation Services	\$	30,983.49
14	Maintenance and Remote Monitoring	1 YR \$	3,840.39
		Tax	TBD
		Freight	1,083.49
		Assumed Permitting Costs (subject to change)	1,250.00
		<b>Total Cost</b>	<b>\$ 71,052.36</b>

Budgetary Quotation Terms			
STANDARD LEAD TIME	12 weeks ARO	F.O.B.	Raleigh, NC
SHIPPING TERMS	Prepay and Add – Standard FedEx Service		
TAX TERMS	Budgetary Quote state and local sales taxes that are subject to change with final invoice as sales tax laws may change from the time of quote to the time of invoice.		
PAYMENT TERMS	Net thirty (30) days from Date of Invoice. MCA reserves the right to invoice equipment upon receipt of materials to MCA or Customer's facility and invoice completed labor and services monthly.		
WARRANTY	12 months from date of completion, labor only		
REMARKS	Budgetary Quotation valid for 30 days from Budgetary Quotation Date		
CONTRACTING LICENSE #	27285-U	STATE:	NC

**Assumptions**

This Budgetary Quote is based on covering 70807 square feet and, as such, is subject to change upon pre-construction site walk. Any cancelled PO's are subject to 10% equipment restocking fee and any unreturnable equipment due to cancelled PO will be invoiced at full cost. The quotation is based on the scope of work and drawings provided by the Customer. The customer will coordinate implementation approval from the Facility Owner. Union labor and/or asbestos monitoring/abatement are not required nor included in the quotation. Tenting/HEPA carts, mechanical lift, and/or ladders in excess of 10' are not required. The facility has built-in ladders/stairs for accessing the roof and pulley/mechanical lift will be provided to place materials on roof. Quote assumes Donor antenna will not require stealthing. Roof penetrations for donor lines and horizontal fire wall penetrations are in place and Freight elevator service will be available to all levels. All proposed cable paths are accessible via drop ceiling tiles, crawl space, access panels. J-hooks will be used to support coaxial cable above ceiling. Riser Space between floors is available. Coring between floors and/or vertical roof penetrations are not required and is excluded from the budgetary quotation. Design assumes coax and/or fiber will not be installed in conduit and does not include installation of cable tray nor raceway. Adequate Electrical Service and Grounding is available within 6' of the active equipment locations. Installation services will be conducted during normal business hours (8 am to 5 pm, Monday through Friday). Patching and painting not included in quotation- assumes access panels will be available for access to ceiling. Any damage after installation caused by other trades will result in a change order. As-builts and submittal package including benchmark results will be provided to owner at completion of project. All indoor coax & fiber installed in plenum space is plenum rated. No coaxial or fiber cable in this quotation is rated for burn survivability nor installed in conduit. For burn For VHF, UHF, 700 MHz, 800 MHz quotes, the customer is responsible for verifying the frequencies required, channels required, and system design with the AHJ. Facility Owner is responsible for all cabling & conduit between DAS and Fire Alarm Panel and is excluded from this budgetary quotation. Fire Alarm interface and programming provided by others and is not included in quotation. Dry contacts for Public Safety DAS equipment provided only. Venue is responsible to have Fire Alarm Control Panel Relay delivered to within 3' of the PS Repeater and BBU. Design assumes -95 dBm RSSI over 95% of the coverage area. Design assumes -95 dBm RSSI over 99% of critical areas as defined by local NFPA requirements. Design Assumes a grid test consisting of 20 measurements per floor will be acceptable for final inspection results per NFPA requirements. Dry contacts will be available for Fire Alarm interface per IFC section 510- Any additional contacts will result in a change order. Quotation includes GROL certified Engineers and installation staff as required by local jurisdiction. Phasing is not included in budgetary quotation. Budgetary quote assumes work will be completed in 1 deployment. Any additional phasing requirements/trips will result in a change order.

Respectfully submitted:

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Respectfully submitted: \_\_\_\_\_ Mobile Communications America Inc. \_\_\_\_\_ 3/1/2024  
 Company \_\_\_\_\_ Date \_\_\_\_\_





Purchasing Co:	Chatham County
Attn:	Mike Reitz
Address:	
Phone:	
Email:	
MCA Sales Rep:	
Phone:	
Email:	

Date:	3/1/2024
Budgetary Quotation No.:	39480917
Version #	3
Prepared By:	tomulrich@callmc.com

Job Location: 55 JS Waters Rd, Goldston, NC 27252

**Scope of Work :** Design, Material, Installation, Project Management, Commissioning, and Testing of a 700 MHz DAS to boost local Chatham Co VIPER Simulcast. DAS has been designed and quoted for level 0 survivability. For additional burn survivability or conduit, please request a re-quote. NC 725G State Contract Pricing

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3	Total Passive Components	\$	13,884.85
4	Total 2 Hour Burn Rated RFS DragonSkin Coax and Support Components	\$	-
5	Total 2 Hour Burn Rated Prysmian Draka Fiber Components	\$	-
6	Total 2 Hour Burn Rated RFS ConQuest Flamebar Junction Box Components	\$	-
7	Total Interlocking Armored Coax Components (saves on 2" EMT costs)	\$	-
8	Total Knox Box Components	\$	365.25
9	Total 2" EMT Components	\$	-
10	Total Access Panel Components	\$	-
11	Engineering Services	\$	2,981.13
12	Project Management	\$	2,512.62
13	Installation Services	\$	30,665.84
14	Maintenance and Remote Monitoring	1 YR	3,941.59
		Tax	TBD
		Freight	\$ 1,115.33
		Assumed Permitting Costs (subject to change)	\$ 1,250.00
		<b>Total Cost</b>	<b>\$ 71,723.31</b>

Budgetary Quotation Terms			
STANDARD LEAD TIME	12 weeks ARO	F.O.B.	Raleigh, NC
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CONTRACTING LICENSE #	27285-U	STATE:	NC

**Assumptions**

This Budgetary Quote is based on covering 66417 square feet and, as such, is subject to change upon pre-construction site walk. Any cancelled PO's are subject to 10% equipment restocking fee and any unreturnable equipment due to cancelled PO will be invoiced at full cost. The quotation is based on the scope of work and drawings provided by the Customer. The customer will coordinate implementation approval from the Facility Owner. Union labor and/or asbestos monitoring/abatement are not required nor included in the quotation. Tenting/HEPA carts, mechanical lift, and/or ladders in excess of 10' are not required. The facility has built-in ladders/stairs for accessing the roof and pulley/mechanical lift will be provided to place materials on roof. Quote assumes Donor antenna will not require stealthing. Roof penetrations for donor lines and horizontal fire wall penetrations are in place and Freight elevator service will be available to all levels. All proposed cable paths are accessible via drop ceiling tiles, crawl space, access panels. J-hooks will be used to support coaxial cable above ceiling. Riser Space between floors is available. Coring between floors and/or vertical roof penetrations are not required and is excluded from the budgetary quotation. Design assumes coax and/or fiber will not be installed in conduit and does not include installation of cable tray nor raceway. Adequate Electrical Service and Grounding is available within 6' of the active equipment locations. Installation services will be conducted during normal business hours (9 am to 5 pm, Monday through Friday). Patching and painting not included in quotation- assumes access panels will be available for access to ceiling. Any damage after installation caused by other trades will result in a change order. As-built and submittal package including benchmark results will be provided to owner at completion of project. All indoor coax & fiber installed in plenum space is plenum rated. No coaxial or fiber cable in this quotation is rated for burn survivability nor installed in conduit. For burn survivability For VHF, UHF, 700 MHz, 800 MHz quotes, the customer is responsible for verifying the frequencies required, channels required, and system design with the AHJ. Facility Owner is responsible for all cabling & conduit between DAS and Fire Alarm Panel and is excluded from this budgetary quotation. Fire Alarm interface and programming provided by others and is not included in quotation. Dry contacts for Public Safety DAS equipment provided only. Venue is responsible to have Fire Alarm Control Panel Relay delivered to within 3' of the PS Repeater and BBU. Design assumes -95 dBm RSSI over 95% of the coverage area. Design assumes -95 dBm RSSI over 99% of critical areas as defined by local NFPA requirements. Design Assumes a grid test consisting of 20 measurements per floor will be acceptable for final inspection results per NFPA requirements. Dry contacts will be available for Fire Alarm interface per IFC section 510- Any additional contacts will result in a change order. Quotation includes GROL certified Engineers and installation staff as required by local jurisdiction. Phasing is not included in budgetary quotation. Budgetary quote assumes work will be completed in 1 deployment. Any additional phasing requirements/trips will result in a change order.

Respectfully submitted:

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Respectfully submitted:

Mobile Communications America Inc. 3/1/2024

Company Date

