



AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, July 9, 2015 • 9:00 a.m.

Grace E. Simons Lodge

1025 Elysian Park Drive, Los Angeles, CA 90012

Los Angeles Regional Interoperable Communications System Authority (the "Authority")

AGENDA POSTED: July 7, 2015

Complete agendas are made available for review at the designated meeting location. Supporting documentation is available at the LA-RICS Office located at 2525 Corporate Place, Suite 100, Monterey Park, CA 91754 during normal business hours and may also be accessible on the Authority's website at <http://www.la-rics.org>.

Members:

1. **Miguel Santana**, CAO, City of Los Angeles
2. **Ralph Terrazas**, Fire Chief, City of Los Angeles Fire Dept.
3. **Charles L. Beck**, Vice Chair, Chief of Police, LA Police Dept.
4. **Sharon Tso**, Chief Legislative Analyst, City of Los Angeles
5. **Sachi Hamai**, Chair, CEO, County of Los Angeles
6. **Daryl L. Osby**, Fire Chief, County of Los Angeles Fire Dept.
7. **Jim McDonnell**, Sheriff, County of Los Angeles Sheriff's Dept.
8. **Cathy Chidester**, Dir., EMS Agency, County of LA DHS
9. **Steven K. Zipperman**, Chief of Police, LA School Police Dept.
10. **Bill Walker**, Fire Chief, City of Alhambra Fire Dept.
11. **Larry Giannone**, Chief of Police, City of Sierra Madre Police Dept.
12. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
13. **Kim Raney**, Chief of Police, City of Covina Police Dept.
14. **Douglas Prichard**, City Manager, City of Rolling Hills Estates

Alternates:

Patty Huber, Asst., CAO, City of Los Angeles
Graham Everett, Asst., Chief, City of Los Angeles Fire Dept.
Horace Frank, Commander, LA Police Dept.
Matias Farfan, Asst., Chief Legislative Analyst, City of Los Angeles
Tom Tindall, Director, CEO, County of Los Angeles
Chris Bundesen, Asst., Fire Chief, County of Los Angeles Fire Dept.
Dean Gialamas, Division Dir., County of Los Angeles Sheriff's Dept.
Karolyn Fruhwirth, Assistant Dir., EMS Agency, County of LA DHS
Jose Santome, Deputy Chief, LA School Police Dept.
Scott Ferguson, Fire Chief, City of Santa Monica Fire Dept.
Joe Ortiz, Captain, City of Sierra Madre Police Dept.
Sam Olivito, Executive Dir., CA Contract Cities Assoc.
David Povero, Captain, City of Covina Police Dept.
Greg Grammer, Asst., City Manager, City of Rolling Hills Estates

Officers:

Patrick Mallon, Executive Director
John Naimo, County of Los Angeles Auditor-Controller
Joseph Kelly, County of Los Angeles, Treasurer and Tax Collector
Vacant, Board Secretary



NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

I. ADMINISTRATIVE MATTERS (A-C)

A. DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE ACCESS AGREEMENTS (FOR CELL ON WHEELS AND LTE SITE) WITH SOUTHERN CALIFORNIA EDISON, THE STATE OF CALIFORNIA, LOS ANGELES COUNTY WATERWORKS DISTRICT, AND THE COUNTY OF LOS ANGELES

It is recommended that your Board:

1. Find that the approval of, execution of, and all work permitted by the Access Agreements is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15301, 15303 and 15304. Also find that the approval of, execution of, and all work authorized by Access Agreements at the four publicly owned sites at California Highway Patrol Newhall Area Station (CHPNWHLL), California Highway West Valley Area Station (CHPWVLLY), County of Los Angeles Sheriff's Department Monte Vista (STAR) Center (LASDMVS), and the parking lot at the Pasadena Police Department (PASDNP) are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project.
2. Delegate authority to the Executive Director to execute Access Agreements with SCE for ten (10) sites, the State of California for two (2) sites, WWD for two (2) sites, and the County for 2 sites, to add LTE COW sites and an LTE site to the PSBN project.

Agenda Item A

B. APPROVE AMENDMENT NO. 11 FOR AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

It is recommended that your Board:

1. Find that the approval of, execution of, and all work covered by Amendment No. 11 for Agreement No. LA-RICS 008 is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15301, 15303 and 15304. Also find that the



approval of, execution of, and all work authorized by Amendment No. 11 at the four publicly owned sites at California Highway Patrol Newhall Area Station (CHPNWHLL), California Highway West Valley Area Station (CHPWVLLY), Los Angeles Sheriff's Department Mar Vista Station (LASDMVS) and the parking lot at the Pasadena Police Department (PASDNPD) are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project.

2. Approve Amendment No. 11 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), substantially similar in form to the Enclosure, which revises the Agreement to:
 - (a) Include Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments).
 - (b) Exercise the Unilateral Option for all Work Pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the COWs in the amount of \$3,244,880.
 - (c) Include the parking lot at the Pasadena Police Department (PASDNPD) as an LTE site and permit Phases 1 through 4 work to occur at this site.
 - (d) Exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the PASDNPD site in the amount of \$336,081.
 - (e) Approve an increase to the total contract amount by \$3,580,961, increasing the Maximum Contract Sum from \$162,657,890 to \$166,238,851.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 11.



4. Delegate authority to the Executive Director to execute Amendment No. 11, in substantially similar form, to the enclosed Amendment.

Agenda Item B: Enclosure

C. AMENDMENT NO. 16 FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

It is recommended that your Board:

1. Approve an increase in the cost for the PSBN portion of the Jacobs contract by \$249,680, increasing the Maximum Contract Sum from \$32,393,425 to \$32,643,105, to contemplate the increase of staffing to ensure that claims resolution for the PSBN project are successfully completed.
2. Delegate authority to the Executive Director to execute Amendment No. 16 with Jacobs, substantially similar in form to Enclosure 1.

Agenda Item C: Enclosure

II. MISCELLANEOUS – (None)

III. ITEMS FOR FUTURE DISCUSSION AND/OR ACTION BY THE BOARD

IV. CLOSED SESSION REPORT

V. ADJOURNMENT and NEXT MEETING:

Thursday, August 6, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.



BOARD MEETING INFORMATION

Members of the public are invited to address the LA-RICS Authority Board on any item on the agenda prior to action by the Board on that specific item. Members of the public may also address the Board on any matter within the subject matter jurisdiction of the Board. The Board will entertain such comments during the Public Comment period. Public Comment will be limited to three (3) minutes per individual for each item addressed, unless there are more than ten (10) comment cards for each item, in which case the Public Comment will be limited to one (1) minute per individual. The aforementioned limitation may be waived by the Board's Chair.

(NOTE: Pursuant to Government Code Section 54954.3(b) the legislative body of a local agency may adopt reasonable regulations, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.)

Members of the public who wish to address the Board are urged to complete a Speaker Card and submit it to the Board Secretary prior to commencement of the public meeting. The cards are available in the meeting room. However, should a member of the public feel the need to address a matter while the meeting is in progress, a card may be submitted to the Board Secretary prior to final consideration of the matter.

It is requested that individuals who require the services of a translator contact the Board Secretary no later than the day preceding the meeting. Whenever possible, a translator will be provided. Sign language interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA CON 72 HORAS POR ANTICIPADO.

The meeting is recorded, and the recording is kept for 30 days.



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

2525 Corporate Place, Suite 100
Monterey Park, California 91754
Telephone: (323) 881-8291
<http://www.la-rics.org>

PATRICK J. MALLON
EXECUTIVE DIRECTOR

July 9, 2015

Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

**DELEGATE AUTHORITY TO THE EXECUTIVE DIRECTOR TO EXECUTE ACCESS
AGREEMENTS (FOR CELL ON WHEELS AND AN LTE SITE) WITH
SOUTHERN CALIFORNIA EDISON,
THE STATE OF CALIFORNIA, LOS ANGELES COUNTY WATERWORKS DISTRICT,
AND THE COUNTY OF LOS ANGELES**

SUBJECT

Board approval is requested to authorize the Executive Director to execute Access Agreements with Southern California Edison (SCE) for ten (10) sites, the State of California for two (2) sites, Los Angeles County Waterworks District (WWD) for two (2) sites, and the County of Los Angeles (County) for 2 sites, to add Long Term Evolution (LTE) Cell on Wheels (COW) sites and an LTE site to the Public Safety Broadband Network (PSBN) project.

RECOMMENDED ACTION

It is recommended that your Board:

1. Find that the approval of, execution of, and all work permitted by the Access Agreements is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15301, 15303 and 15304. Also find that the approval of, execution of, and all work authorized by Access Agreements at the four publicly owned sites at California Highway Patrol Newhall Area Station (CHPNWHLL), California Highway West Valley Area Station (CHPWVLLY), County of Los Angeles Sheriff's Department Monte Vista (STAR) Center (LASDMVS), and the parking lot at the Pasadena Police Department (PASDNPDP) are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project.

AGENDA ITEM A

2. Delegate authority to the Executive Director to execute Access Agreements with SCE for ten (10) sites, the State of California for two (2) sites, WWD for two (2) sites, and the County for 2 sites, to add LTE COW sites and an LTE site to the PSBN project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions would allow the Executive Director to complete negotiations on and execute, with approval as to form by LA-RICS' counsel, gratis Access Agreements with SCE for ten (10) sites, the State of California for two (2) sites, WWD for two (2) sites, and the County for two (2) sites, to add LTE COW sites and an LTE site to the PSBN project. Given the impending Broadband Technology Opportunities Program (BTOP) grant performance deadline of September 30, 2015, delegated authority is required to allow the Executive Director to quickly secure access for these sites. With respect to WWD and the County, agreements similar to the Site Access Agreements (SAA) that the Board has already approved with the County, are being pursued.

The 16 sites and what will be received at the sites are as follows:

15 COWS, 1 COW at Each Site				
CHPNWHLL	CHP Newhall Area Station	State of California / California Highway Patrol	28648 The Old Road	Unincorp.
CHPWLLY	CHP West Valley Station	State of California / California Highway Patrol	5825 De Soto Ave.	Woodland Hills
BLR2DPW	Blue Rock 2 – Water Works / WWD35-175 th E and Nugent Pump Station	LA County Waterworks	44550 175th St E	Unincorp.
LADPW38	Pump Station 38 - Water Works / WWD 38 Buttes Water Tank	LA County Waterworks	39750 163rd Street E	Unincorp.
LASDMVS	LASD Monte Vista (Star Center)	County of LA Sheriff's Dept.	11515 Colima Rd.	Unincorp.
SCECART	SCE - Extra Space Storage	SCE	10753 Artesia Blvd.	Cerritos
SCELNIDO	SCE - El Nido Substation	SCE	Marine Ave/Redondo Beach Ave	Hawthorne
SCELGNBL	SCE - Laguna Bell Substation	SCE	6420 Garfield Ave	Commerce

SCEMADR	SCE - Madrona Substation	SCE	21760 Madrona Ave	Torrance
SCEMERC	SCE- Merced Sub	SCE	1347 S Azusa Ave	West Covina
SCEMESA	SCE - Mesa Substation	SCE	700 Potrero Grande Dr	Monterey Park
SCEMNRV	SCE - Monrovia Service Center	SCE	1440 S California Ave	Monrovia
SCEMRGO	SCE - Marengo Work Center	SCE	329 S Raymond Ave	Alhambra
SCELONG	SCE - Long Beach Self Storage	SCE	E 208th St	Long Beach
SCESTUD	SCE - Studebaker Self-Storage	SCE	698 Studebaker Road	Long Beach
One LTE Site (Antenna Mounts to Existing Parking Structure)				
PASDNPD	Parking Lot at Pasadena Police Department	LA County	245 Ramona Street	Pasadena

The COWs are a rolling LTE site which includes radios, antennas battery backup and generators in a compact yet proficient package. The mobility of the COW allows the site to be placed in key locations for a temporary or permanent solution required to support the PSBN network. The COW is a low impact design making it a vital solution for areas facing coverage or capacity deficiencies. A COW will be located at each of the fifteen (15) sites identified above, on a gratis basis.

With respect to the LTE Antenna Mounts at the Parking Lot at the Pasadena Police Department, that site has now cleared historical review by the State Historic Preservation Officer (SHPO). The Parking Lot currently has other telecommunications equipment attached to the structure.

FISCAL IMPACT/FINANCING

There is no fiscal impact.

ENVIRONMENTAL DOCUMENTATION

With respect to work at the fifteen (15) COW, such activity is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301 (exemption for existing facilities), 15303 (exemption for new construction or conversion of small structures) and 15304 (exemption for minor alterations to land). The work at the fifteen (15) COW sites

consists of locating a trailer with LTE equipment at each of the sites, all of which are previously disturbed and have existing facilities and/or structures, and many of which are in commercial and industrial areas. The COWs consist of LTE equipment located on a trailer that would be positioned at the fifteen (15) sites identified in this Board letter. The COW trailers would include one new telescoping or articulating undisguised monopole with a lightning rod, with the monopole and lightning rod not being capable of exceeding 70 feet (ft.) above ground level. The monopole would be equipped with LTE antennas and microwave backhaul antennas or dishes. The COW trailers would also be fitted with equipment cabinets to house broadband radio base stations (known as an eNodeB), backhaul equipment, backup batteries, and a generator to provide backup power in the event of outages.

Any needed power, leased circuit work and fiber connection for the COWS or LTE equipment at the sites, would be done either above ground or up to 3 ft., underground (via trench or conduit). The sites have been screened to verify that power and fiber are available within the site boundary and available for interconnection. Other anticipated improvements could include installation of up to 10 foot high fencing or concrete masonry block wall, as appropriate. The COW site would require no substantive grading or creation of impervious surfaces or demolition. Locating the COWs at these sites would not involve generation of any substantive amount of soil, materials storage or staging or any substantial use of any other construction equipment. The work would involve minor alteration of existing facilities, mechanical equipment, and location of new small facilities as well as minor alteration in the condition of land within the sites. There would be negligible to no expansion of use associated with this activity since many of these sites are already developed with similar uses, and/or are located in commercial or industrial areas. As such, this work is within the classes of projects that have been determined not have a significant effect on the environment, and is categorically exempt from CEQA under CEQA Guidelines Sections 15301, 15303, and 15304. Further, none of this work would include the removal of healthy, mature scenic trees nor would the COWS be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemptions inapplicable based on the project records.

In addition, and with respect to all work authorized by the Access Agreements at the four publicly owned sites at CHPNWHLL, CHPWVLLY, STAR/LASDMVS, and the Parking Lot at the PASDNPD, those sites are also exempt under CEQA from review pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Public Resources Code Section 21080.25, exempts these activities as long as they meet certain criteria set forth in the exemption. These four (4) project sites would meet all of these criteria. This determination is based upon substantial evidence in the record that shows each of the following, as required by the exemption:

- * All of the sites are publicly owned and already contain antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- * Construction and implementation at each of the project sites would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- * Construction and implementation of the project at each of the sites would not have a substantial adverse impact on historical resources pursuant to Section 21084.1.
- * Operation of the project at each of the project sites would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.
- * Any new LTE antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. The new monopoles shall not exceed 70 ft., in height without appurtenances and attachments.
- * Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.
- * None of the sites are located on a school or sacred cultural site.

Upon the Board's approval of the recommended actions, Notices of Exemption for the individual project sites will be filed with the County of Los Angeles Registrar-Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions and will review and approve as to form all of the final Access Agreements.

AGREEMENTS/CONTRACTING

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to negotiate and execute Access Agreements with SCE for ten (10) sites, the State of California for two (2) sites, WWD for two (2) sites, and the County for two (2) sites, to add LTE COW sites and an LTE site to the PSBN project.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:WST:pl

X:\1-Agendas & Minutes (JPA Board of Directors)\01-AGENDAS\2015 Agenda\07-09-15 Special Meeting\Agenda Item X_Delegated Authority

c: Counsel to the Authority



**LOS ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM AUTHORITY**

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PATRICK J. MALLON
EXECUTIVE DIRECTOR

July 9, 2015

LA-RICS Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

**APPROVE AMENDMENT NO. 11 FOR AGREEMENT NO. LA-RICS 008 FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM
PUBLIC SAFETY BROADBAND NETWORK**

SUBJECT.

Board approval is requested to authorize the Executive Director to execute an amendment to Agreement No. LA-RICS 008 Los Angeles Regional Interoperable Communications Systems (LA-RICS) – Public Safety Broadband Network (PSBN) to revise the Agreement to reflect: (a) the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) Cell-On-Wheels (COWs); (b) the exercise of Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the COWs; (c) the inclusion of the parking lot at the Pasadena Police Department (PASDNP) as an LTE site and permit Phases 1 through 4 work to occur at this site; (d) the exercise of Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the parking lot at the PASDNP site; and (e) all actions increasing the Maximum Contract Sum by \$3,580,961. Amendment No. 11 will be substantially similar in form to the enclosed.

RECOMMENDED ACTIONS

It is recommended that your Board:

AGENDA ITEM B

1. Find that the approval of, execution of, and all work covered by Amendment No. 11 for Agreement No. LA-RICS 008 is categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15301, 15303 and 15304. Also find that the approval of, execution of, and all work authorized by Amendment No. 11 at the four publicly owned sites at California Highway Patrol Newhall Area Station (CHPNWHLL), California Highway West Valley Area Station (CHPWVLLY), Los Angeles Sheriff's Department Mar Vista Station (LASDMVS) and the parking lot at the Pasadena Police Department (PASDNPD) are exempt from review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project.
2. Approve Amendment No. 11 to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola), substantially similar in form to the Enclosure, which revises the Agreement to:
 - (a) Include Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments).
 - (b) Exercise the Unilateral Option for all Work Pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the COWs in the amount of \$3,244,880.
 - (c) Include the parking lot at the Pasadena Police Department (PASDNPD) as an LTE site and permit Phases 1 through 4 work to occur at this site.
 - (d) Exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the PASDNPD site in the amount of \$336,081.
 - (e) Approve an increase to the total contract amount by \$3,580,961, increasing the Maximum Contract Sum from \$162,657,890 to \$166,238,851.
3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 11.
4. Delegate authority to the Executive Director to execute Amendment No. 11, in substantially similar form, to the enclosed Amendment.

BACKGROUND

On March 6, 2014, your Board awarded Agreement No. LA-RICS 008 for LA-RICS PSBN System to Motorola to provide LTE broadband technology to approximately 34,000 first responder and 17,000 secondary responder personnel to the greater Los Angeles region.

On March 24, 2015, the Los Angeles County (County) Board of Supervisors took action to halt the Authority's Public Safety Broadband Network (PSBN) construction on sites belonging to the County of Los Angeles Fire Department. Correspondingly, on April 1, 2015, the City of Los Angeles (City) City Council took action to halt the Authority's PSBN construction on sites belonging to the City of Los Angeles Police Department (LAPD) and City of Los Angeles Fire Department sites.

The significant loss of these sites resulted in the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of NTIA, notifying the Authority on April 3, 2015, to suspend all work, with certain limited exception, related to the PSBN project and issued a Corrective Action Plan (CAP) that required the Authority to provide a response by April 13, 2015.

On April 13, 2015, the Authority submitted a response to the CAP which provided an alternative system solution with various augmentation strategies, including the use of fifteen (15) Cells on Wheels (COW). to mitigate any loss of coverage and capacity due to the reduction of the sites belonging to the County Fire Department, LAPD, and the City Fire Department.

On April 14, 2015, the County Board of Supervisors took action to approve the Authority's CAP response permitting PSBN infrastructure at a smaller number of County owned, operated, or controlled sites and allowed construction to begin or continue at those sites set forth in the CAP response. However, the County requested additional public outreach efforts prior to construction commencing at certain County owned sites. Likewise, on April 17, 2015, the Los Angeles City Council approved a motion to reinstate the LAPD sites which the Authority reflected as an additional strategy in the form of an addendum to the CAP response. The City also requested continued outreach to key stakeholders.

On June 18, 2015, your Board approved the inclusion of Phase 1 (System Design) Work for the aforementioned fifteen (15) COWs.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director, on behalf of the Authority, to authorize Motorola, to make the changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN

Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs and to exercise the Unilateral Options for all Work Pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the COWs in the amount of \$3,244,880.

As previously mentioned to your Board, due to the loss of the majority of PSBN Sites, it was necessary to come up with alternate means to augment the coverage and capacity. All Work for Phases 2 through 4 for the fifteen (15) COWs proposed as part of Amendment No. 11, specifically address coverage and capacity holes throughout the region based on loss baseline PSBN Sites and compliment the sites contemplated in the CAP. The COWs are proposed to be located at:

CELL-ON-WHEELS		
Item No.	Site ID	Site Description
1.	BLR2DPW	Waterworks District – Blue Rock 2
2.	CHPNWHLL	California Highway Patrol – Newhall Area Station
3.	CHPWVLLY	California Highway Patrol – West Valley Station
4.	LADPW38	Waterworks District – Pump Station 38
5.	LASDMVS	Los Angeles County Sheriff Station – Monte Vista (Star Center)
6.	SCECART	Southern California Edison – Caruthers Self-Storage
7.	SCELNIDO	Southern California Edison – Lawndale Substation
8.	SCELGMBL	Southern California Edison – Laguna Bell Substation
9.	SCEMADR	Southern California Edison – Madrona Substation
10.	SCEMERC	Southern California Edison – Merced Substation
11.	SCEMESA	Southern California Edison – Mesa Substation
12.	SCEMNRV	Southern California Edison – Monrovia Service Center
13.	SCEMRGO	Southern California Edison – Marengo Work Center
14.	SCELONG	Southern California Edison – Long Beach Self Storage
15.	SCESTUD	Southern California Edison – Studebaker Self-Storage

Amendment No. 11 also adds the parking lot at the Pasadena Police Department (PASDNPD) to the PSBN. At this site, antennas will be mounted to the existing stairwell parapet and associated equipment such as LTE cabinets and a generator will be installed at two parking spots.

While this Amendment increases the Maximum Contract Sum, additional amendments will be forthcoming in the near future to contemplate the reduction of additional PSBN Sites to account for the adopted CAP plan, and a reduction in costs commensurate with such actions. Currently, the project team is working closely with Motorola to reconcile the contract and expects to present additional amendments to your Board as soon as costs and terms and conditions are negotiated with Motorola.

ENVIRONMENTAL DOCUMENTATION

With respect to Phases 2 through 4 work for the 15 COWs, such activity is categorically exempt under CEQA pursuant to CEQA Guidelines Sections 15301 (exemption for existing facilities), 15303 (exemption for new construction or conversion of small structures) and 15304 (exemption for minor alterations to land). The work at the 15 COW sites consists of locating a trailer with LTE equipment at each of the sites, all of which are previously disturbed and have existing facilities and/or structures, and many of which are in commercial and industrial areas. The COWs consist of LTE equipment located on a trailer that would be positioned at the 15 sites identified in this Board letter. The COW trailers would include one new telescoping or articulating undisguised monopole with a lightning rod. The monopole and lightning rod would not exceed 70 feet above ground level. The monopole would be equipped with LTE antennas and microwave backhaul antennas or dishes. The COW trailers would also be fitted with equipment cabinets to house broadband radio base stations (known as an eNodeB), backhaul equipment, backup batteries, and a generator to provide backup power in the event of outages.

Any needed power, leased circuit and fiber connection for the COWs or the LTE equipment at the sites, would be done either above ground or up to 3 feet underground (via trench or conduit). The sites have been screened to verify that power and fiber are available within the site boundary and available for interconnection. Other anticipated improvements could include installation of up to 10 feet of fencing or concrete masonry block wall, as appropriate. The COW sites would require no substantive grading or creation of impervious surfaces or demolition. Locating the COWs at these sites would not involve generation of any substantive amount of soil, materials storage or staging or any substantial use of any other construction equipment. The work would involve minor alteration of existing facilities, mechanical equipment, and location of new small facilities, as well as minor alteration in the condition of land within the sites. There would be negligible to no expansion of use associated with LTE activity at these sites since many of these sites are already developed with similar uses, and/or are located in commercial or industrial areas. As such, this work is within the classes of projects that have been determined not have a significant effect on the environment, and is categorically exempt from CEQA under CEQA Guidelines Sections 15301, 15303, and 15304. Further, none of this work would include the removal of healthy, mature scenic trees, nor would the COWs be located in a particularly sensitive environment, and there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the categorical exemptions inapplicable based on the project records.

In addition, and with respect to all work authorized by Amendment No. 11 at the four publicly owned sites at California Highway Patrol Newhall Area Station (CHPNWHLL), California Highway West Valley Area Station (CHPWVLLY), Los Angeles Sheriff's Department Mar Vista Station (LASDMVS) and the parking lot at the Pasadena Police Department (PASDNPDP), those sites are exempt under CEQA from review pursuant to

Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Public Resources Code Section 21080.25 exempts these activities as long as they meet certain criteria set forth in the exemption. These four project sites would meet all of these criteria. This determination is based upon substantial evidence in the record that shows each of the following, as required by the exemption:

- All of the sites are publicly owned and already contain antenna support structures and/or a police, sheriff, or fire station, or other public facility that transmits or receives public safety radio signals.
- Construction and implementation at each of the project sites would not have a substantial adverse impact on wetlands, riparian areas, or habitat of significant value, and would not harm any species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of the Fish and Game Code), or the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the habitat of those species.
- Construction and implementation of the project at each of the sites would not have a substantial adverse impact on historical resources pursuant to Section 21084.1.
- Operation of the project at each of the project sites would not exceed the maximum permissible exposure standards established by the Federal Communications Commission, as set forth in Sections 1.1307 and 1.1310 of Title 47 of the Code of Federal Regulations.
- Any new LTE antenna support structures would comply with applicable state and federal height restrictions, and any height restrictions mandated by an applicable comprehensive land use plan adopted by an airport land use commission. The new monopoles shall not exceed 70 feet in height without appurtenances and attachments.
- Each new central system switch is located within an existing enclosed structure at a publicly owned project site, or is housed at an existing private communications facility.
- None of the sites are located on a school or sacred cultural site.

Upon the Board's approval of the recommended actions, Notices of Exemption for the individual project sites will be filed with the Registrar Recorder/County Clerk pursuant to Section 15062 of the State CEQA Guidelines.

FISCAL IMPACT/FINANCING

The work to be performed under Amendment No. 11 is fully reimbursable under the Broadband Technology Opportunities Program (BTOP) grant awarded by the Department of Commerce's National Telecommunications and Information Administration, with the exception of the match requirement.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

AGREEMENTS/CONTRACTING PROCESS

Upon the Board's approval of the recommended action, on behalf of the Authority, the Executive Director will have authority to execute a contract amendment with Motorola, substantially similar in form to the enclosed.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:JA:pl

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Enclosure

c: Counsel to the Authority

AMENDMENT NUMBER ELEVEN
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND NETWORK

Recitals

This Amendment Number Eleven (together with all exhibits, attachments, and schedules hereto, "Amendment No. 11") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of July _____, 2015, based on the following recitals:

Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Public Safety Broadband Network (PSBN), dated as of March 6, 2014 (together with all exhibits, attachments, and schedules thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of March 6, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 1.

The Agreement has been previously amended by Amendment Number Two, effective April 7, 2014, to (a) make changes necessary to reflect the Authority's exercise of the Unilateral Option for all Work pertaining to Phase 1 for Additive Alternate No. 1, System Design Work for the Home Subscriber Server ("HSS"), and all Work pertaining to Phase 1 for Additive Alternate No. 2, System Design Work for the Redundant Evolved Packet Core ("EPC"), and (b) to make other changes as reflected in Amendment No. 2.

The Agreement has been previously amended by Amendment Number Three, effective June 20, 2014, to exercise the Unilateral Option for all Work pertaining to Phase 2, Site Construction and Site Modification, and Phase 3, Supply PSBN Components.

The Agreement has been previously amended by Amendment Number Four, effective July 16, 2014, to exercise the Unilateral Option for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components Work for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification Work for the Redundant EPC, and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components Work for the Redundant EPC.

The Agreement has been previously amended by Amendment Number Five, effective September 24, 2014, to exercise the Unilateral Option for all Work pertaining to

Phase 4, PSBN Implementation, including Phase 4 Work for Additive Alternate 1 (Home Subscriber Server) and Additive Alternate 2 (Redundant Evolved Packet Core), to install, optimize, test, commission, and deploy all or such portion of the PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

The Agreement has been previously amended by Amendment Number Six, effective October 3, 2014, to (a) make changes necessary to reflect the removal of three (3) PSBN Sites and all the Work and equipment associated with these PSBN Sites; (b) to make the changes necessary to reflect the replacement of undisguised antenna support structures to disguised antenna support structures at 32 PSBN Sites and all of the Work and equipment affected by these replacements; (c) to make other certain changes; and (d) to increase the Maximum Contract Sum by \$2,613,300 from \$175,583,275 to \$178,196,575.

The Agreement has been previously amended by Amendment Number Seven, effective December 31, 2014, to (a) make changes necessary to reflect the replacement of undisguised antenna support structures with various types of antenna support structures at eight PSBN Sites and all of the Work and equipment affected by these replacements; (b) reconcile hose tower designs for 28 sites in Phase 2; and (c) to make other certain changes as reflected in Amendment No. 7.

The Agreement has been previously amended by Amendment Number Eight, effective February 13, 2015, to (a) make changes necessary to reflect the removal of thirty-six (36) PSBN Sites and all the Work and equipment associated with the removal of these sites (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) reconcile hose tower installation and associated foundation costs for twenty-eight (28) PSBN Sites in Phase 2; (d) to reduce the Maximum Contract Sum by \$11,941,896 from \$178,196,575 to \$166,254,679; and (d) to make other certain changes reflected in Amendment No. 8.

The Agreement has been previously amended by Amendment Number Nine, effective March 23, 2015, to (a) make changes necessary to reflect the removal of twenty-four (24) PSBN Sites and all the Work and equipment associated with the removal of these sites; (b) make changes necessary to reflect the addition of six (6) PSBN Sites and all the Work and equipment associated with the addition of these sites and exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for these six (6) PSBN Sites; (c) make changes necessary to reflect Phase 1 Work, site design visit for one (1) potential PSBN System Site; (d) to reduce the Maximum Contract Sum by \$7,324,405 from \$166,254,679 to \$158,930,274; and (e) to make certain other changes reflected in Amendment No. 9.

The Agreement has been previously amended by Amendment Number Ten, effective June 25, 2015, to (a) make changes necessary to remedy certain miscalculations reflected in Amendment No. 9 resulting in a reduction in the amount by \$280,622; (b) make changes necessary to reflect the inclusion of Phase 1 (System Design) Work for fifteen (15) Cell-on-Wheels (COWs) as set forth in Exhibit C (Schedule of Payments) attached to Amendment No. 10, and exercise the Unilateral Option for all Work Pertaining to Phase 1 (System Design) for the COWs in the amount of \$411,981; (c) make changes necessary to reflect construction restoration Work for thirty (30) PSBN Sites to return the sites to pre-construction conditions in the amount of \$2,321,257; (d) make changes necessary to reflect the inclusion of fiber optic equipment and related Work for the County of Los Angeles and the City of Los Angeles to allow for interconnectivity among the agencies and the PSBN in the amount of \$1,275,000; (e) to increase the Maximum Contract Sum by \$3,727,616 (\$4,008,238 - \$280,622) from \$158,930,274 to \$162,657,890; and (f) to make certain other changes as set forth in Amendment No. 10.

Authority and Contractor desire to further amend the Agreement to (a) make changes necessary to reflect the inclusion of one (1) PSBN Site and all Work and equipment associated with the addition of this site in the amount of \$336,081 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (b) make changes necessary to reflect the inclusion of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work for fifteen (15) COWs in the amount of \$3,244,880 as set forth in Exhibit C (Schedule of Payments) attached to this Amendment No. 11; (c) exercise the Unilateral Options for all Work Pertaining to Phase 1 (System Design) for one (1) PSBN Site (PASDNPD) and Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for the one (1) PSBN Site and the fifteen (15) COWs; and (d) to increase the Maximum Contract Sum by \$3,580,961 from \$162,657,890 to \$166,238,851. The Maximum Contract Sum will be adjusted down accordingly in future amendments reducing scope of the PSBN Project.

This Amendment No. 11 is authorized under Section 2 (Changes to Agreement) of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 11, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

1. Capitalized Terms; Section References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Base Document. Unless otherwise noted, section references in this Amendment No. 11 refer to sections of the Base Document, as amended by this Amendment No. 11.

2. Inclusion of One (1) PSBN Site. The parties agree and acknowledge that the following one (1) site will be considered for inclusion in the PSBN and Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work will occur at this site, and that this site is added to Exhibit C (Schedule of Payments).

ADDITION OF PSBN SITE		
Item No.	Site ID	Site Description
2.1	PASDNPD	Parking Lot at Pasadena Police Department

3. Inclusion of 15 Cell-On-Wheels. The parties agree and acknowledge that the following fifteen (15) COWs are being considered for inclusion in the PSBN, in particular for Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) Work, and such Work may occur at these sites, and that these sites are added to Exhibit C (Schedule of Payments).

CELL-ON-WHEELS		
Item No.	Site ID	Site Description
3.1	BLR2DPW	Waterworks District – Blue Rock 2
3.2	CHPNWHLL	California Highway Patrol – Newhall Area Station
3.3	CHPWVLLY	California Highway Patrol – West Valley Station
3.4	LADPW38	Waterworks District – Pump Station 38
3.5	LASDMVS	Los Angeles County Sheriff Station – Monte Vista (Star Center)
3.6	SCECART	Southern California Edison – Caruthers Self-Storage
3.7	SCELNIDO	Southern California Edison – Lawndale Substation
3.8	SCELGABL	Southern California Edison – Laguna Bell Substation
3.9	SCEMADR	Southern California Edison – Madrona Substation
3.10	SCEMERC	Southern California Edison – Merced Substation
3.11	SCEMESA	Southern California Edison – Mesa Substation
3.12	SCEMNRV	Southern California Edison – Monrovia Service Center
3.13	SCEMRGO	Southern California Edison – Marengo Work Center
3.14	SCELONG*	Southern California Edison – Long Beach Self Storage
3.15	SCESTUD	Southern California Edison – Studebaker Self-Storage

*Please note that Amendment No. 10 for this COW site was listed as SCESANFE, but is replaced with SCELONG.

4. Exercise of Unilateral Option. Exercise of Unilateral Options for one (1) PSBN Site (PASDNPD) and fifteen (15) COWs. As provided in Section 4.1.2.2(c) of the Base Document, Authority has determined in its sole and unilateral discretion to exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for the one (1) PSBN Site (PASDNPD) and Phase 2 (Site Construction and Site Modification), all Work pertaining to Phase 3 (Supply PSBN Components), and Phase 4 (PSBN Implementation) for for one (1) PSBN Site (PASDNPD) and fifteen (15) COWs as reflected in Exhibit C (Schedule of

Payments). Subject to Section 4.1.2.3 (Notices to Proceed) of the Base Document, the Contractor agrees the Contractor shall, on a timely basis and in accordance with this Amendment and the Agreement, to fully perform, provide, complete, and deliver all Work encompassed in such Work, in exchange for the amounts set forth in Exhibit C (Schedule of Payments) for such Work.

5. Amendment to Base Document.

5.1 Section 8.1.1 of the Base Document is deleted in its entirety and replaced with the following:

8.1.1. The "Maximum Contract Sum" under this Agreement is One Hundred Sixty-Six Million, Two Hundred Thirty-Eight Thousand, Eight Hundred Fifty One Dollars (\$166,238,851.) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

5.2 Section 24.4.1 of the Base Document is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred, Eighteen Million, Nine Hundred Forty-Three Thousand, Eight Hundred Fifty Dollars (\$218,943,850). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

6. Amendments to Agreement Exhibits.

6.1 Exhibit C.1 (PSBN Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN System Payment Summary) to Exhibit C (Schedule of Payments) attached to this Amendment No. 11, which is incorporated by this reference.

6.2 Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.2 (Phase 1 – System Design) to Exhibit C (Schedule of Payments) attached to this Amendment No. 11, which is incorporated by this reference.

6.3 Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 – Site Construction and Site Modification) to

Exhibit C (Schedule of Payments) attached to this Amendment No. 11, which is incorporated by this reference.

- 6.4 Exhibit C.4 (Phase 3 – Supply PSBN Components) to Exhibit C (Schedule of Prices) is deleted in its entirety and replaced with Exhibit C.4 (Phase 3 – PSBN Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 11, which is incorporated by this reference.
 - 6.5 Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Prices) is deleted in its entirety and replaced with Exhibit C.5 (Phase 4 – PSBN Implementation) to Exhibit C (Schedule of Payments) attached to this Amendment No. 11, which is incorporated by this reference.
 - 6.6 Exhibit C.12 (Cell-On-Wheels) is to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.12 (Cell-On-Wheels) to Exhibit C (Schedule of Payments) attached to this Amendment No. 11, and incorporated by this reference.
7. This Amendment No. 11 shall become effective as of the date identified in the recitals, which is the date upon which:
 - 7.1 An authorized agent of Contractor has executed this Amendment No. 11;
 - 7.2 Los Angeles County Counsel has approved this Amendment No. 11 as to form;
 - 7.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 11; and
 - 7.4 The Executive Director of the Authority has executed this Amendment No. 11.
 8. Except as expressly provided in this Amendment No. 11, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
 9. Contractor and the person executing this Amendment No. 11 on behalf of Contractor represent and warrant that the person executing this Amendment No. 11 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 11, and that all requirements of Contractor to provide such actual authority have been fulfilled.
 10. This Amendment No. 11 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

AMENDMENT NUMBER ELEVEN
TO AGREEMENT NO. LA-RICS 008
FOR
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM –
PUBLIC SAFETY BROADBAND SYSTEM

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 11 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: _____

Patrick J. Mallon
Executive Director

By: _____

Karl Zimmer
Director of System Integration

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY:

Mary C. Wickham
Interim County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel

SCHEDULE OF PAYMENTS

EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Unused Credits Note 4	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	\$ -	\$ -	\$ 14,909,240	\$ 1,251,854	\$ 13,657,386
Phase 2 - Site Construction and Site Modification	\$ -	\$ 309,260	\$ 40,131,339	\$ 4,013,134	\$ 36,118,205
Phase 3 - Supply PSBN Components	\$ -	\$ 123,167	\$ 39,337,653	\$ 3,912,357	\$ 35,425,296
Phase 4 - PSBN Implementation	\$ -	\$ 35,144	\$ 18,937,167	\$ 1,893,745	\$ 17,043,422
Subtotal (Phases 1 to 4)	\$ -	\$ 467,571	\$ 113,315,399	\$ 11,071,090	\$ 102,244,309
Phase 5 - PSBN Maintenance (First 5 Years of Maintenance)	\$ 32,369,744	\$ -	\$ -	\$ 3,236,974	\$ 29,132,770
Subtotal (Phases 1 to 5)	\$ 32,369,744	\$ 467,571	\$ 113,315,399	\$ 14,308,064	\$ 131,377,079
Additive Alternate 1 - Home Subscriber Server (HSS) (Notes 1 & 2)	\$ -	\$ -	\$ 960,888	\$ 96,089	\$ 864,799
Additive Alternate 2 - Redundant Evolved Packet Core (Notes 1 & 2)	\$ -	\$ -	\$ 3,581,366	\$ 358,137	\$ 3,223,229
Additive Alternate 3 - Location Services	\$ 2,592,246	\$ -	\$ -	\$ 259,225	\$ 2,333,021
Maintenance for Additive Alternates 1 to 3 (First 5 Years of Maintenance)	\$ 6,166,090	\$ -	\$ -	\$ 616,609	\$ 5,549,481
Subtotal (Additive Alternates)	\$ 8,758,336	\$ -	\$ 4,542,254	\$ 1,330,060	\$ 11,970,530
Total ([Phases 1-5] + Additive Alternates)	\$ 41,128,080	\$ 467,571	\$ 117,857,653	\$ 15,638,124	\$ 143,347,609
Phase 1 Work for 15 Cell-on-Wheels (COWs)	\$ -	\$ -	\$ 411,981	\$ 41,198	\$ 370,782
Phase 2 Work for 15 Cell-on-Wheels (COWs)			\$ 1,197,000		
Phase 3 Work for 15 Cell-on-Wheels (COWs)			\$ 1,922,705		
Phase 4 Work for 15 Cell-on-Wheels (COWs)			\$ 125,175		
Restoration Work	\$ -	\$ -	\$ 2,321,257	\$ -	\$ -
Fiber Optic Equipment and Related Work	\$ -	\$ -	\$ 1,275,000	\$ 127,500	\$ 1,147,500
TOTAL CONTRACT SUM	\$125,110,771				
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	\$166,238,851				

* The Authority will authorize payment to Contractor for the amount of the applicable invoices less ten percent (10%) as Holdback for each deliverable under Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications), however not all deliverables (i.e. insurance, bonds) in the Exhibit C, Schedule of Payments, will be subject to a 10% holdback.

Note 1: Pursuant to Amendment No. 2, effective April 7, 2014, the Authority exercised the Unilateral Option Sum for Phase 1 for both Additive Alternate No. 1, System Design for the Home Subscriber Server (HSS), and Additive Alternate No. 2, System Design for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2, in a total amount of \$359,044 was converted into a Contract Sum. The cost for the System Design for Phase 1 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 2. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 2: Pursuant to Amendment No. 4, effective July 16, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for Home Subscriber Server (HSS), (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC. In connection therewith, the Unilateral Option Sum for (i) Phase 2 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 1, Supply PSBN Components for the HSS, (iii) Phase 2 for Additive Alternate No. 2, Site Construction and Site Modification for the Redundant Evolved Packet Core (EPC), and (iv) Phase 3 for Additive Alternate No. 2, Supply PSBN Components for the Redundant EPC; all in a total amount of \$2,962,648 was converted into a Contract Sum. The cost for the Site Construction and Site Modification for Phase 2 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 4. The cost for Supplying PSBN Components for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 4. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 3: Pursuant to Amendment No. 5, effective September 24, 2014, the Authority exercised the Unilateral Option Sum for all Work pertaining to (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for Home Subscriber Server (HSS), and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant Evolved Packet Core (EPC). In connection therewith, the Unilateral Option Sum for (i) Phase 4 for Additive Alternate No. 1, PSBN Implementation Work for the HSS, and (ii) Phase 4 for Additive Alternate No. 2, PSBN Implementation Work for the Redundant EPC; all in a total amount of \$1,184,562 was converted into a Contract Sum. The cost for the PSBN Implementation Work for Phase 4 for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C. 7 (Additive Alternates) as amended and restated in Amendment No. 5. The cost for PSBN Implementation Work for both Additive Alternate No. 1 and Additive Alternate No. 2 are reflected in Exhibit C.7 (Additive Alternates) as amended and restated in Amendment No. 5. The balance of the remaining Unilateral Option Sum for Additive Alternate No. 1 and Additive Alternate No. 2 is reflected in Exhibit C.7 (Additive Alternates).

Note 4: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

SCHEDULE OF PAYMENTS
EXHIBIT C.2 - PHASE 1 - SYSTEM DESIGN

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum ^{Note 1}	Credits ^{Note 2,3}	Unused Credits	Contract Sum - Payable Amount ^{Note 1}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.1.1	Project Kick Off	\$ -	\$ -	\$ -	\$ 55,238	\$ 5,524	\$ 49,714
A.2.1	General Project Management Services	\$ -	\$ -	\$ -	Included	-	-
A.2.2	Project Schedule	\$ -	\$ -	\$ -	\$ 44,190	\$ 4,419	\$ 39,771
A.2.3	Staffing Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ 3,977
A.2.4	Communications Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ 3,977
A.2.5	Documentation Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ 3,977
A.2.6	Quality Control Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ 3,977
A.2.7	Change Order Process and Management Plan	\$ -	\$ -	\$ -	\$ 6,629	\$ 663	\$ 5,966
A.2.8	Risk Management Plan	\$ -	\$ -	\$ -	\$ 6,629	\$ 663	\$ 5,966
A.2.9	Network Design and Implementation Plan	\$ -	\$ -	\$ -	\$ 55,238	\$ 5,524	\$ 49,714
A.2.10	Site Design and Construction Plan	\$ -	\$ -	\$ -	\$ 17,676	\$ 1,768	\$ 15,908
A.2.11	Testing and Acceptance Plan	\$ -	\$ -	\$ -	\$ 15,467	\$ 1,547	\$ 13,920
A.2.12	Training Plan	\$ -	\$ -	\$ -	\$ 11,048	\$ 1,105	\$ 9,943
A.2.13	Transition Plan	\$ -	\$ -	\$ -	\$ 2,210	\$ 221	\$ 1,989
A.2.14	Value Engineering Plan	\$ -	\$ -	\$ -	\$ 2,210	\$ 221	\$ 1,989
A.2.15	Disaster Recovery and Special Events Plan	\$ -	\$ -	\$ -	\$ 4,419	\$ 442	\$ 3,977
A.2.16	Project Management and Work Plan	\$ -	\$ -	\$ -	Included	-	-
A.3.1	Project Description Review	\$ -	\$ -	\$ -	\$ 37,560	\$ 3,756	\$ 33,804
A.3.2	System Design	\$ -	\$ -	\$ -	\$ 2,391,257	\$ 239,126	\$ 2,152,131
A.3.3	Site Design Per Site:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	Alhambra_PD_ALHPD01	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ 6,855
A.3.3	Arcadia_PD_ARCPD01	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Azusa_PD_AZPD001	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Bell Gardens_PD_BGPD001	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Beverly Hills Rexford Drive_BHR	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Bald Mountain_BMT	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Baldwin Park_PD_BPPD001	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Blue Rock_BRK	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Burnt Peak_BUR	\$ -	\$ -	\$ -	\$ 12,031	\$ 1,203	\$ 10,828
A.3.3	Burbank_PD_BURPD01	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Criminal Court Building_CCT	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695
A.3.3	Century_CEN	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Carlton J. Peterson Park_CJP	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Claremont Microwave Tower_CLM	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743
A.3.3	Claremont_PD_CLRMPD1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	FS 2_CPTFD02	\$ -	\$ -	\$ -	\$ 15,861	\$ 1,586	\$ 14,275
A.3.3	FS 4_CPTFD04	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Culver City Communications Tower_CULV001	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743
A.3.3	Downey_PD_DWNYPD1	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ 12,292
A.3.3	El Monte_PD_ELMNTPD	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	El Segundo_PD_ELSGDPD	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ 6,855
A.3.3	FCCF-HQ_FCCF	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 5_FS5	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Gardena_GARD001	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Glendale Civic Center_GCC	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ 6,855
A.3.3	Glendale Water & Power UOC_GDWP001	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 23_GLNDL23	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 24_GLNDL24	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 28_GLNDL28	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 3_LACF003	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 4_LACF004	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 16_LACF016	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 21_LACF021	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 23_LACF023	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum ^{Note 1}	Credits ^{Note 2,3}	Unused Credits	Contract Sum - Payable Amount ^{Note 1}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.3.3	FS 24_LACF024	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 28_LACF028	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 30_LACF030	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 31_LACF031	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 38_LACF038	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 44_LACF044	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 48_LACF048	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 50_LACF050	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 52_LACF052	\$ -	\$ -	\$ -	\$ 24,032	\$ 2,403	\$ 21,629
A.3.3	FS 56_LACF056	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 58_LACF058	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 59_LACF059	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 61_LACF061	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 65_LACF065	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 68_LACF068	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 69_LACF069	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 71_LACF071	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 72_LACF072	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 73_LACF073	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 76_LACF076	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 77_LACF077	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 78_LACF078	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 79_LACF079	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 80_LACF080	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 81_LACF081	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 83_LACF083	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 84_LACF084	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 85_LACF085	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 86_LACF086	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 87_LACF087	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 88_LACF088	\$ -	\$ -	\$ -	\$ 21,198	\$ 2,120	\$ 19,078
A.3.3	FS 90_LACF090	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 91_LACF091	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 92_LACF092	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 93_LACF093	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 95_LACF095	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 96_LACF096	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 98_LACF098	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 99_LACF099	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 102_LACF102	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 105_LACF105	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 106_LACF106	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 107_LACF107	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS108_LACF108	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 111_LACF111	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 112_LACF112	\$ -	\$ -	\$ -	\$ 2,842	\$ 284	\$ 2,558
A.3.3	FS 114_LACF114	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 117_LACF117	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 118_LACF118	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 120_LACF120	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 123_LACF123	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 129_LACF129	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 132_LACF132	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 140_LACF140	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 141_LACF141	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 144_LACF144	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 146_LACF146	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 149_LACF149	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 151_LACF151	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS153_LACF153	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 154_LACF154	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 157_LACF157	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 159_LACF159	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum ^{Note 1}	Credits ^{Note 2,3}	Unused Credits	Contract Sum - Payable Amount ^{Note 1}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.3.3	FS 161_LACF161	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$ 12,379
A.3.3	FS 162_LACF162	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$ 12,379
A.3.3	FS 163_LACF163	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$ 12,379
A.3.3	FS 164_LACF164	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 169_LACF169	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 171_LACF171	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 173_LACF173	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 181_LACF181	\$ -	\$ -	\$ -	\$ 21,198	\$ 2,120	\$ 19,078
A.3.3	FS 183_LACF183	\$ -	\$ -	\$ -	\$ 22,631	\$ 2,263	\$ 20,368
A.3.3	FS 184_LACF184	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ 12,292
A.3.3	FS 187_LACF187	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ 12,292
A.3.3	FS 188_LACF188	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ 12,292
A.3.3	FS 192_LACF192	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 194_LACF194	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	CP 2_LACFCP02	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	CP 9_LACFCP09	\$ -	\$ -	\$ -	\$ 13,754	\$ 1,375	\$ 12,379
A.3.3	CP 14_LACFCP14	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695
A.3.3	LAC/OLIVEVIEW+UCLA_LACOLV	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695
A.3.3	LAC/USC MEDICAL CENTER_LACUSC	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695
A.3.3	FS 005_LAFD005	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 012_LAFD012	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$ 10,396
A.3.3	FS 015_LAFD015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	FS 016_LAFD016	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 019_LAFD019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	FS 029_LAFD029	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ 12,292
A.3.3	FS 035_LAFD035	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 042_LAFD042	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 044_LAFD044	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 047_LAFD047	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 049_LAFD049	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 055_LAFD055	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 061_LAFD061	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 066_LAFD066	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 074_LAFD074	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 076_LAFD076	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 077_LAFD077	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 079_LAFD079	\$ -	\$ -	\$ -	\$ 20,524	\$ 2,052	\$ 18,472
A.3.3	FS 080_LAFD080	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 081_LAFD081	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 082_LAFD082	\$ -	\$ -	\$ -	\$ 21,637	\$ 2,164	\$ 19,473
A.3.3	FS 084_LAFD084	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 085_LAFD085	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 088_LAFD088	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 093_LAFD093	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 094_LAFD094	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 095_LAFD095	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 096_LAFD096	\$ -	\$ -	\$ -	\$ 20,524	\$ 2,052	\$ 18,472
A.3.3	FS 097_LAFD097	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 101_LAFD101	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 105_LAFD105	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 114_LAFD114	\$ -	\$ -	\$ -	\$ 17,551	\$ 1,755	\$ 15,796
A.3.3	Hermosa HQ_LALG100	\$ -	\$ -	\$ -	\$ 10,495	\$ 1,050	\$ 9,445
A.3.3	Zuma Lifeguard HQ_LALG300	\$ -	\$ -	\$ -	\$ 21,198	\$ 2,120	\$ 19,078
A.3.3	Lifeguard Division_LALG-HQ	\$ -	\$ -	\$ -	\$ 13,590	\$ 1,359	\$ 12,231
A.3.3	Lancaster_LAN	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	77TH Street Area Complex_LAPD077	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Central Area Complex_LAPDCEN	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Devonshire Area station_LAPDDVN	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Foothill Area station_LAPDFTH	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Hollenbeck Area station_LAPDHLB	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Hollywood Area station_LAPDHWL	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum ^{Note 1}	Credits ^{Note 2,3}	Unused Credits	Contract Sum - Payable Amount ^{Note 1}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.3.3	Mission Area station_LAPDMIS	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Northeast Area station_LAPDNED	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	North Hollywood Area Station_LAPDNHD	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Newton_LAPDNWT	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Olympic Area station_LAPDOLY	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Pacific Area station_LAPDPAC	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Rampart Area station_LAPDRAM	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Topanga Area station_LAPDTP	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Valley Dispatch Center_LAPDVDC	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Van Nuys Area station_LAPDVNS	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Wilshire Area station_LAPDWIL	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	West Los Angeles Area station_LAPDWLA	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	West Valley Area facility_LAPDWVD	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Altadena_LASDALD	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Carson_LASDCSN	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Crescenta Valley_LASDCVS	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Industry_LASDIDT	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Lakewood_LASDLKD	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Lennox (Closed)_LASDLNX	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	North County Correctional Facility_LASDNCC	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743
A.3.3	Norwalk_LASDNWK	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Pico Rivera_LASDPRV	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Santa Clarita Valley_LASDSCV	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	San Dimas_LASDSDM	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Temple_LASDTEM	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 2_LBFD002	\$ -	\$ -	\$ -	\$ 16,214	\$ 1,621	\$ 14,593
A.3.3	FS 6_LBFD006	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$ 10,396
A.3.3	FS 9_LBFD009	\$ -	\$ -	\$ -	\$ 8,966	\$ 897	\$ 8,069
A.3.3	FS 12_LBFD012	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	FS 13_LBFD013	\$ -	\$ -	\$ -	\$ 16,213	\$ 1,621	\$ 14,592
A.3.3	FS 21_LBFD021	\$ -	\$ -	\$ -	\$ 16,213	\$ 1,621	\$ 14,592
A.3.3	HQ_LBFD026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	HQ_LBPDHQ	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695
A.3.3	Sylmar Converter Station -- E_LDWP220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	Lost Hills/Malibu_LHS	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 2_LVFD002	\$ -	\$ -	\$ -	\$ 1,157	\$ 116	\$ 1,041
A.3.3	La Verne PD_LVRNPD	\$ -	\$ -	\$ -	\$ 1,157	\$ 116	\$ 1,041
A.3.3	FS 1_MBF001	\$ -	\$ -	\$ -	\$ 8,292	\$ 829	\$ 7,463
A.3.3	Mira Loma Detention Facility_MLM	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Monrovia PD_MNRVPD	\$ -	\$ -	\$ -	\$ 20,873	\$ 2,087	\$ 18,786
A.3.3	Montebello PD_MNTBLPD	\$ -	\$ -	\$ -	\$ 20,777	\$ 2,078	\$ 18,699
A.3.3	Monterey Park PD_MNTPKPD	\$ -	\$ -	\$ -	\$ 18,643	\$ 1,864	\$ 16,779
A.3.3	Mount Olivet Reservoir_MOR	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 2_MRF002	\$ -	\$ -	\$ -	\$ 20,524	\$ 2,052	\$ 18,472
A.3.3	FS 3_MTF003	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ 6,855
A.3.3	Mount Washington_MTW	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Goodrich_PASA001	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS 33_PASFD33	\$ -	\$ -	\$ -	\$ 674	\$ 67	\$ 607
A.3.3	Puente Hills_PHN	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Palmdale_PLM	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 2_RDBFD02	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$ 10,396
A.3.3	Redondo Beach PD_RDNBPD	\$ -	\$ -	\$ -	\$ 11,551	\$ 1,155	\$ 10,396
A.3.3	Reservoir Hill_REH	\$ -	\$ -	\$ -	\$ 8,292	\$ 829	\$ 7,463
A.3.3	San Pedro City Hall_SCH	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695
A.3.3	Southeast Area station_SEP	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS 3_SFSFD03	\$ -	\$ -	\$ -	\$ 13,658	\$ 1,366	\$ 12,292
A.3.3	FS 4_SFSFD04	\$ -	\$ -	\$ -	\$ 12,225	\$ 1,223	\$ 11,002
A.3.3	South L.A. SLA	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743
A.3.3	FS 2_SMPD002	\$ -	\$ -	\$ -	\$ 7,617	\$ 762	\$ 6,855

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum ^{Note 1}	Credits ^{Note 2,3}	Unused Credits	Contract Sum - Payable Amount ^{Note 1}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.3.3	South Gate PD_SOGTPD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A.3.3	San Vicente Peak_SVP	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	Southwest Area station_SWP	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	City Hall Radio Tower_TORC001	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850
A.3.3	FS_2_TORFD02	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850
A.3.3	FS_3_TORFD03	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850
A.3.3	FS_4_TORFD04	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850
A.3.3	FS_1_VEFD001	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	FS_3_VEFD003	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
A.3.3	Walnut/Diamond Bar_WAL	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.3	FS_4_WCFD004	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850
A.3.3	FS_5_WCFD005	\$ -	\$ -	\$ -	\$ 6,500	\$ 650	\$ 5,850
A.3.3	West Hollywood_WHD	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
A.3.4	Coverage Modeling Tool	\$ -	\$ -	\$ -	\$ 425,875	\$ 42,588	\$ 383,287
A.3.5	RF Emission Report	\$ -	\$ -	\$ -	\$ 751,125	\$ 75,113	\$ 676,012
A.3.6	Design Review	\$ -	\$ -	\$ -	\$ 363,741	\$ 36,374	\$ 327,367
B.6	Inventory Management System	\$ -	\$ -	\$ -	\$ 659,688	\$ 65,969	\$ 593,719
Base 22.2.1	Insurance	\$ -	\$ -	\$ -	\$ 2,325,000	\$ -	\$ 2,325,000
Base 22.3.2	Performance Bond for Phase 1 – System Design	\$ -	\$ -	\$ -	\$ 45,600	\$ -	\$ 45,600
SUBTOTAL		\$ -	\$ 120,848	\$ -	\$ 14,439,883	\$ 1,206,917	\$ 13,232,966
ADDITIONAL SITES (AMENDMENT NO. 8)							
A.3.3	Site Design Per Site:						
	FS 101_LACF101 (replacing CLRMPD1)	\$ -	\$ -	\$ -	\$ 39,389	\$ 3,939	\$ 35,450
	Oat Mountain_ONK	\$ -	\$ -	\$ -	\$ 36,713	\$ 3,671	\$ 33,042
	Rolling Hills Transit_RHT	\$ -	\$ -	\$ -	\$ 674	\$ -	\$ 674
	San Dimas_SDW	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743
	Verdugo Peak City_VPC	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743
	FS 54_LACF054 (replacing SOGTPD)	\$ -	\$ -	\$ -	\$ 38,735	\$ 3,874	\$ 34,861
Total for Additional Sites (Amendment No. 8)		\$ -	\$ -	\$ -	\$ 190,495	\$ 18,982	\$ 171,513
ADDITIONAL SITES (AMENDMENT NO. 9)							
A.3.3	Site Design Per Site:						
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ 30,772	\$ 3,077	\$ 27,695
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ 37,492	\$ 3,749	\$ 33,743
	FS 69_LAFD069 (Replacing LAFD019)	\$ -	\$ -	\$ -	\$ 42,100	\$ 4,210	\$ 37,890
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ -	\$ -	\$ -	\$ 38,166	\$ 3,817	\$ 34,349
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ -	\$ -	\$ -	\$ 38,840	\$ 3,884	\$ 34,956
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ -	\$ -	\$ -	\$ 40,064	\$ 4,006	\$ 36,058
Total for Additional Sites (Amendment No. 9)		\$ -	\$ -	\$ -	\$ 227,434	\$ 22,743	\$ 204,691
ADDITIONAL SITE (AMENDMENT NO. 11)							
A.3.3	Site Design Per Site:						
	Parking Lot at Pasadena PD_PASDNPD	\$ -	\$ -	\$ -	\$ 31,446	\$ 3,145	\$ 28,301
Total for Additional Site (Amendment No. 11)		\$ -	\$ -	\$ -	\$ 31,446	\$ 3,145	\$ 28,301
SITE WORK PERFORMED FOR POTENTIAL SITE(S) (AMENDMENT NO. 9)							
A.3.3	Site Design Per Site:						
	Mount Lee_MLE	\$ -	\$ -	\$ -	\$ 674	\$ 67	\$ 607
Total for Site Work Performed for Potential Site(s) (Amendment No. 9)		\$ -	\$ -	\$ -	\$ 674	\$ 67	\$ 607
POWER LOAD STUDY COSTS (AMENDMENT NO. 7)							

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum ^{Note 1}	Credits ^{Note 2,3}	Unused Credits	Contract Sum - Payable Amount ^{Note 1}	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
	Power Load Study Costs						
	CCB	\$ -	\$ -		\$ 6,222	\$ -	\$ 6,222
	CCT	\$ -	\$ -		\$ 6,222	\$ -	\$ 6,222
	Total for Power Load Study Costs	\$ -	\$ -	\$ -	\$ 12,444	\$ -	\$ 12,444
MOBILE HOSE DRYER RACKS (AMENDMENT NO. 7)							
	Mobile Hose Dryer Racks				\$ 6,864		\$ 6,864
	Total for Mobile Hose Dryer Racks	\$ -	\$ -	\$ -	\$ 6,864	\$ -	\$ 6,864
	TOTAL FOR PHASE 1 - SYSTEM DESIGN:	\$ -	\$ 120,848	\$ -	\$ 14,909,240	\$ 1,251,854	\$ 13,657,386

Note 1: Pursuant to Amendment No. 1, effective as of March 6, 2014, the Authority exercised the Unilateral Option for all Work pertaining to Phase 1. In connection therewith, the Unilateral Option Sum for Phase 1 of \$16,040,248 was converted into a Contract Sum.

Note 2: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$153,792.

Note 3: Pursuant to Amendment No. 7, effective December 31, 2014, credits for Phases 1 and 2 were realized in the amount of \$1,005,807. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s).

Note 4: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites, and (c) the costs of mobile hose dryer racks.

Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.2 (Schedule of Prices - System Design) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites, and (c) Phase 1 site work performed for one (1) potential site.

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Site Construction Only	Unilateral Option Sum Project Administration for Site Construction Note 1	Unilateral Option Sum Note 2	Credits Note 3,5	Unused Credits	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
ADDITIONAL SITES (AMENDMENT NO. 9)									
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:								
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,375	\$ 638	\$ 5,737
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,375	\$ 638	\$ 5,737
	LAFD019	\$ 6,375	\$ 1,013	\$ -	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 6,375	\$ 1,013	\$ -	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 6,375	\$ 1,013	\$ -	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 6,375	\$ 1,013	\$ -	\$ -	\$ -	\$ 7,388	\$ 739	\$ 6,649
A.4.2	Site Preparation Per Site:								
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,505	\$ 2,551	\$ 22,954
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,505	\$ 2,551	\$ 22,954
	LAFD019	\$ 25,506	\$ 4,052	\$ -	\$ -	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 20,341	\$ 3,232	\$ -	\$ -	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 20,341	\$ 3,232	\$ -	\$ -	\$ -	\$ 23,573	\$ 2,357	\$ 21,216
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 25,506	\$ 4,052	\$ -	\$ -	\$ -	\$ 29,558	\$ 2,956	\$ 26,602
A.4.3	Construct Site Improvements Per Site:								
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,078	\$ 14,308	\$ 128,770
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,078	\$ 14,308	\$ 128,770
	LAFD019	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 131,285	\$ 20,858	\$ -	\$ -	\$ -	\$ 152,143	\$ 15,214	\$ 136,929
Total for Additional Sites (Amendment No. 9)		\$ 642,334	\$ 102,052	\$ -	\$ -	\$ -	\$ 1,094,302	\$ 109,432	\$ 984,870
ADDITIONAL SITE (AMENDMENT NO. 11)									
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:								
	Parking Lot at Pasadena PD_PASDNPD	\$ 6,375	\$ -	\$ -	\$ -	\$ -	\$ 6,375	\$ 638	\$ 5,737
A.4.2	Site Preparation Per Site:								
	Parking Lot at Pasadena PD_PASDNPD	\$ 19,080	\$ -	\$ -	\$ -	\$ -	\$ 19,080	\$ 1,908	\$ 17,172
A.4.3	Construct Site Improvements Per Site:								
	Parking Lot at Pasadena PD_PASDNPD	\$ 62,870	\$ -	\$ -	\$ -	\$ -	\$ 62,870	\$ 6,287	\$ 56,583
Total for Additional Site (Amendment No. 11)		\$ 88,325	\$ -	\$ -	\$ -	\$ -	\$ 88,325	\$ 8,833	\$ 79,492
TOTAL FOR PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION:		\$ 32,247,967	\$ 5,931,557	\$ -	\$ 1,204,994	\$ 309,260	\$ 40,131,339	\$ 4,013,134	\$ 36,118,205

Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.

Note 2: Pursuant to Amendment No. 3, effective as of June 20, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 2. In connection therewith, the Unilateral Option Sum for Phase 2 of \$44,324,412 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$501,289.

Note 4: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority replaced certain PSBN Sites with disguised antenna support structures. The increases represent the difference between the original cost and the increased cost of disguised antenna support structures. As such, increased costs were realized in the amount of \$3,966,484. Please refer to Exhibit C.10 for detailed information on specific increases.

Note 5: Pursuant to Amendment No. 7, effective as of December 31, 2014, the Authority (a) replaced undisguised antenna support structures at certain PSBN Sites with various types of antenna support structures which resulted in credits or increases, (b) reflected an increase to add a parking light to one (1) site, and (c) reflected an increase to paint a monopole at one (1) site; all of which resulted in a cost increase of \$113,523 in Phase 2. Further, Amendment No. 7, Phase 2, reflects revised hose tower pricing which resulted in credits to 28 sites in the total amount of \$1,112,272. As such, Amendment No. 7 reflects an increase in credits from \$501,289 to \$1,889,118, an increase in Increases from \$3,966,484 to \$4,355,565, all of which reflects a net total increase of \$1,005,807 in credits between Phase 1 and Phase 2. However, the cost for power load studies in Phase 1 in the amount of \$12,444 was taken from the Credits. The remaining Credit balance of \$991,585 is reserved for use for a future replacement site(s). Please refer to Exhibit C.10 for detailed information on specific increases.

Note 6: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 7: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

SCHEDULE OF PAYMENTS
EXHIBIT C.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Credits <small>Note 3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	Supply PSBN Components:	-	-	-	-	-	-	-	-
A.5.1	Primary EPC	\$ 2,641,266	\$ 392,564	-	-	-	\$ 3,033,830.00	\$ 303,383	\$ 2,730,447
A.5.1	Network Management System	\$ 1,201,185	\$ 168,242	-	-	-	\$ 1,369,427.00	\$ 136,943	\$ 1,232,484
A.5.1	System Spares	\$ 1,482,865	-	-	-	-	\$ 1,482,865.00	\$ 148,287	\$ 1,334,578
A.5.1	Vehicular Routers	\$ 2,345,485	-	-	-	-	\$ 2,345,485.00	\$ 234,549	\$ 2,110,936
A.5.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	-	-	\$ -	\$ -	\$ -
A.5.1	Alhambra PD_ALHPD01		\$ 2,909	-	-	-	\$ 2,909.00	\$ 291	\$ 2,618
A.5.1	Arcadia PD_ARCPD01	\$ 182,367	\$ 2,683	-	-	-	\$ 185,050.00	\$ 18,505	\$ 166,545
A.5.1	Azusa PD_AZPD001	\$ 173,314	\$ 2,550	-	-	-	\$ 175,864.00	\$ 17,586	\$ 158,278
A.5.1	Bell Gardens PD_BGPD001	\$ 181,614	\$ 2,672	-	-	-	\$ 184,286.00	\$ 18,429	\$ 165,857
A.5.1	Beverly Hills Rexford Drive_BHR	\$ 193,175	\$ 2,842	-	-	-	\$ 196,017.00	\$ 19,602	\$ 176,415
A.5.1	Bald Mountain_BMT	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	Baldwin Park PD_BPPD001	\$ 176,607	\$ 2,598	-	-	-	\$ 179,205.00	\$ 17,921	\$ 161,284
A.5.1	Blue Rock_BRK	\$ 190,857	\$ 2,808	-	-	-	\$ 193,665.00	\$ 19,367	\$ 174,298
A.5.1	Burnt Peak_BUR	\$ 123,379	\$ 1,815	-	-	-	\$ 1,815.00	\$ 182	\$ 1,633
A.5.1	Burbank PD_BURPD01	\$ 178,192	\$ 2,621	-	-	-	\$ 180,813.00	\$ 18,081	\$ 162,732
A.5.1	Criminal Court Building_CCT	\$ 167,621	\$ 2,466	-	-	-	\$ 170,087.00	\$ 17,009	\$ 153,078
A.5.1	Century_CEN	\$ 157,292	\$ 2,314	-	-	-	\$ 159,606.00	\$ 15,961	\$ 143,645
A.5.1	Carlton J. Peterson Park_CJP	\$ 172,845	\$ 2,543	-	-	-	\$ 175,388.00	\$ 17,539	\$ 157,849
A.5.1	Claremont Microwave Tower_CLM	\$ 167,289	\$ 2,583	-	-	-	\$ 169,872.00	\$ 16,987	\$ 152,885
A.5.1	Claremont PD_CLRMPD1			-	-	-	\$ -	\$ -	\$ -
A.5.1	FS 2_CPTFD02	\$ 156,786	\$ 2,306	-	-	-	\$ 2,306.00	\$ 231	\$ 2,075
A.5.1	FS 4_CPTFD04	\$ 182,385	\$ 2,683	-	-	-	\$ 185,068.00	\$ 18,507	\$ 166,561

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Credits ^{<i>Note 3</i>}	Unused Credits	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	Culver City Communications Tower_CULV001	\$ 143,921	\$ 2,239	-	-	-	\$ 146,160.00	\$ 14,616	\$ 131,544
A.5.1	Downey PD_DWNYPD1		\$ 2,838	-	-	-	\$ 2,838.00	\$ 284	\$ 2,554
A.5.1	El Monte PD_ELMNTPD	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	El Segundo PD_ELSGDPD		\$ 2,221	-	-	-	\$ 2,221.00	\$ 222	\$ 1,999
A.5.1	FCCF -HQ_FCCF	\$ 494,106	\$ 7,269	-	-	-	\$ 501,375.00	\$ 50,138	\$ 451,237
A.5.1	FS 5_FS5	\$ 158,310	\$ 2,329	-	-	-	\$ 160,639.00	\$ 16,064	\$ 144,575
A.5.1	Gardena_GARD001	\$ 179,997	\$ 2,648	-	-	-	\$ 182,645.00	\$ 18,265	\$ 164,380
A.5.1	Glendale Civic Center_GCC	\$ 126,741	\$ 1,864	-	-	-	\$ 1,864.00	\$ 186	\$ 1,678
A.5.1	Glendale Water & Power UOC_GDWP001	\$ 167,242	\$ 2,460	-	-	-	\$ 169,702.00	\$ 16,970	\$ 152,732
A.5.1	FS 23_GLNDL23	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 24_GLNDL24	\$ 173,339	\$ 2,550	-	-	-	\$ 175,889.00	\$ 17,589	\$ 158,300
A.5.1	FS 28_GLNDL28	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064
A.5.1	FS 3_LACF003	\$ 157,280	\$ 2,314	-	-	-	\$ 159,594.00	\$ 15,959	\$ 143,635
A.5.1	FS 4_LACF004	\$ 158,327	\$ 2,329	-	-	-	\$ 160,656.00	\$ 16,066	\$ 144,590
A.5.1	FS 16_LACF016	\$ 186,476	\$ 2,743	-	-	-	\$ 189,219.00	\$ 18,922	\$ 170,297
A.5.1	FS 21_LACF021	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	FS 23_LACF023	\$ 191,962	\$ 2,824	-	-	-	\$ 194,786.00	\$ 19,479	\$ 175,307
A.5.1	FS 24_LACF024	\$ 172,732	\$ 2,541	-	-	-	\$ 175,273.00	\$ 17,527	\$ 157,746
A.5.1	FS 28_LACF028	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	FS 30_LACF030	\$ 158,038	\$ 2,325	-	-	-	\$ 160,363.00	\$ 16,036	\$ 144,327
A.5.1	FS 31_LACF031	\$ 180,869	\$ 2,661	-	-	-	\$ 183,530.00	\$ 18,353	\$ 165,177
A.5.1	FS 38_LACF038	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	FS 44_LACF044	\$ 196,805	\$ 2,895	-	-	-	\$ 199,700.00	\$ 19,970	\$ 179,730
A.5.1	FS 48_LACF048	\$ 173,109	\$ 2,547	-	-	-	\$ 175,656.00	\$ 17,566	\$ 158,090
A.5.1	FS 50_LACF050	\$ 157,499	\$ 2,317	-	-	-	\$ 159,816.00	\$ 15,982	\$ 143,834
A.5.1	FS 53_LACF053	\$ 171,986	\$ 2,530	-	-	-	\$ 2,530.00	\$ 253	\$ 2,277
A.5.1	FS 56_LACF056	\$ 191,448	\$ 2,816	-	-	-	\$ 194,264.00	\$ 19,426	\$ 174,838
A.5.1	FS 58_LACF058	\$ 157,292	\$ 2,314	-	-	-	\$ 159,606.00	\$ 15,961	\$ 143,645

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Credits ^{<i>Note 3</i>}	Unused Credits	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 59_LACF059	\$ 182,691	\$ 2,687	-	-	-	\$ 185,378.00	\$ 18,538	\$ 166,840
A.5.1	FS 61_LACF061	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 65_LACF065	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 68_LACF068	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 69_LACF069	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 71_LACF071	\$ 123,167	\$ 1,812	-	-	-	\$ 124,979.00	\$ 12,498	\$ 112,481
A.5.1	FS 72_LACF072	\$ 123,167	\$ 1,812	-	-	-	\$ 124,979.00	\$ 12,498	\$ 112,481
A.5.1	FS 73_LACF073	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064
A.5.1	FS 76_LACF076	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 77_LACF077	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 78_LACF078	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 79_LACF079	\$ 173,572	\$ 2,553	-	-	-	\$ 176,125.00	\$ 17,613	\$ 158,512
A.5.1	FS 80_LACF080	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 81_LACF081	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 83_LACF083	\$ 172,902	\$ 2,543	-	-	-	\$ 175,445.00	\$ 17,545	\$ 157,900
A.5.1	FS 84_LACF084	\$ 173,540	\$ 2,553	-	-	-	\$ 176,093.00	\$ 17,609	\$ 158,484
A.5.1	FS 85_LACF085	\$ 197,023	\$ 2,898	-	-	-	\$ 199,921.00	\$ 19,992	\$ 179,929
A.5.1	FS 86_LACF086	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 87_LACF087	\$ 157,292	\$ 2,314	-	-	-	\$ 159,606.00	\$ 15,961	\$ 143,645
A.5.1	FS 88_LACF088	\$ 123,167	\$ 1,812	-	-	-	\$ 1,812.00	\$ 181	\$ 1,631
A.5.1	FS 90_LACF090	\$ 176,577	\$ 2,598	-	-	-	\$ 179,175.00	\$ 17,918	\$ 161,257
A.5.1	FS 91_LACF091	\$ 172,902	\$ 2,543	-	-	-	\$ 175,445.00	\$ 17,545	\$ 157,900
A.5.1	FS 92_LACF092	\$ 174,023	\$ 2,560	-	-	-	\$ 176,583.00	\$ 17,658	\$ 158,925
A.5.1	FS 93_LACF093	\$ 184,953	\$ 2,721	-	-	-	\$ 187,674.00	\$ 18,767	\$ 168,907
A.5.1	FS 95_LACF095	\$ 192,907	\$ 2,838	-	-	-	\$ 195,745.00	\$ 19,575	\$ 176,170
A.5.1	FS 96_LACF096	\$ 180,992	\$ 2,662	-	-	-	\$ 183,654.00	\$ 18,365	\$ 165,289
A.5.1	FS 98_LACF098	\$ 181,469	\$ 2,669	-	-	-	\$ 184,138.00	\$ 18,414	\$ 165,724
A.5.1	FS 99_LACF099	\$ 171,493	\$ 2,523	-	-	-	\$ 174,016.00	\$ 17,402	\$ 156,614
A.5.1	FS 102_LACF102	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Credits ^{Note 3}	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 105_LACF105	\$ 157,292	\$ 2,314	-	-	-	\$ 159,606.00	\$ 15,961	\$ 143,645
A.5.1	FS 106_LACF106	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064
A.5.1	FS 107_LACF107	\$ 172,845	\$ 2,543	-	-	-	\$ 175,388.00	\$ 17,539	\$ 157,849
A.5.1	FS108_LACF108	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 111_LACF111	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064
A.5.1	FS 112_LACF112	\$ 172,845	\$ 2,543	-	-	-	\$ 2,543.00	\$ 254	\$ 2,289
A.5.1	FS 114_LACF114	\$ 173,121	\$ 2,547	-	-	-	\$ 175,668.00	\$ 17,567	\$ 158,101
A.5.1	FS 117_LACF117	\$ 178,665	\$ 2,628	-	-	-	\$ 181,293.00	\$ 18,129	\$ 163,164
A.5.1	FS 118_LACF118	\$ 167,138	\$ 2,459	-	-	-	\$ 169,597.00	\$ 16,960	\$ 152,637
A.5.1	FS 120_LACF120	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 123_LACF123	\$ 182,748	\$ 2,688	-	-	-	\$ 185,436.00	\$ 18,544	\$ 166,892
A.5.1	FS 129_LACF129	\$ 173,540	\$ 2,553	-	-	-	\$ 176,093.00	\$ 17,609	\$ 158,484
A.5.1	FS 132_LACF132	\$ 172,902	\$ 2,543	-	-	-	\$ 175,445.00	\$ 17,545	\$ 157,900
A.5.1	FS 140_LACF140	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 141_LACF141	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 144_LACF144	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 146_LACF146	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 149_LACF149	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 151_LACF151	\$ 178,516	\$ 2,626	-	-	-	\$ 181,142.00	\$ 18,114	\$ 163,028
A.5.1	FS153_LACF153	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064
A.5.1	FS 154_LACF154	\$ 184,917	\$ 2,720	-	-	-	\$ 187,637.00	\$ 18,764	\$ 168,873
A.5.1	FS 157_LACF157	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 159_LACF159	\$ 190,920	\$ 2,809	-	-	-	\$ 193,729.00	\$ 19,373	\$ 174,356
A.5.1	FS 161_LACF161		\$ 2,456	-	-	-	\$ 2,456.00	\$ 246	\$ 2,210
A.5.1	FS 162_LACF162		\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	FS 163_LACF163		\$ 2,664	-	-	-	\$ 2,664.00	\$ 266	\$ 2,398
A.5.1	FS 164_LACF164	\$ 157,280	\$ 2,314	-	-	-	\$ 159,594.00	\$ 15,959	\$ 143,635
A.5.1	FS 169_LACF169	\$ 167,792	\$ 2,468	-	-	-	\$ 170,260.00	\$ 17,026	\$ 153,234
A.5.1	FS 171_LACF171	\$ 168,156	\$ 2,474	-	-	-	\$ 170,630.00	\$ 17,063	\$ 153,567

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A.5.1	FS 173_LACF173	\$ 167,056	\$ 2,457	-	-	-	\$ 169,513.00	\$ 16,951	\$ 152,562
A.5.1	FS 181_LACF181		\$ 2,675	-	-	-	\$ 2,675.00	\$ 268	\$ 2,407
A.5.1	FS 183_LACF183		\$ 2,445	-	-	-	\$ 2,445.00	\$ 245	\$ 2,200
A.5.1	FS 184_LACF184		\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	FS 187_LACF187		\$ 2,547	-	-	-	\$ 2,547.00	\$ 255	\$ 2,292
A.5.1	FS 188_LACF188		\$ 1,864	-	-	-	\$ 1,864.00	\$ 186	\$ 1,678
A.5.1	FS 192_LACF192	\$ 157,292	\$ 2,314	-	-	-	\$ 159,606.00	\$ 15,961	\$ 143,645
A.5.1	FS 194_LACF194	\$ 157,235	\$ 2,313	-	-	-	\$ 159,548.00	\$ 15,955	\$ 143,593
A.5.1	CP 2_LACFCP02	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	CP 9_LACFCP09	\$ 196,966	\$ 2,897	-	-	-	\$ 2,897.00	\$ 290	\$ 2,607
A.5.1	CP 14_LACFCP14	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	\$ 157,486	\$ 2,317	-	-	-	\$ 159,803.00	\$ 15,980	\$ 143,823
A.5.1	LV	\$ 183,099	\$ 2,693	-	-	-	\$ 185,792.00	\$ 18,579	\$ 167,213
A.5.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 157,556	\$ 2,318	-	-	-	\$ 159,874.00	\$ 15,987	\$ 143,887
A.5.1	FS 005_LAFD005	\$ 151,597	\$ 2,230	-	-	-	\$ 153,827.00	\$ 15,383	\$ 138,444
A.5.1	FS 012_LAFD012	\$ 156,377	\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	FS 015_LAFD015	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.5.1	FS 016_LAFD016	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	FS 019_LAFD019	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.5.1	FS 029_LAFD029	\$ 156,377	\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	FS 035_LAFD035	\$ 126,741	\$ 1,864	-	-	-	\$ 1,864.00	\$ 186	\$ 1,678
A.5.1	FS 042_LAFD042	\$ 162,155	\$ 2,385	-	-	-	\$ 164,540.00	\$ 16,454	\$ 148,086
A.5.1	FS 044_LAFD044	\$ 157,280	\$ 2,314	-	-	-	\$ 159,594.00	\$ 15,959	\$ 143,635
A.5.1	FS 047_LAFD047	\$ 111,131	\$ 1,635	-	-	-	\$ 112,766.00	\$ 11,277	\$ 101,489
A.5.1	FS 049_LAFD049	\$ 168,842	\$ 2,484	-	-	-	\$ 171,326.00	\$ 17,133	\$ 154,193
A.5.1	FS 055_LAFD055	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	FS 061_LAFD061	\$ 167,550	\$ 2,465	-	-	-	\$ 170,015.00	\$ 17,002	\$ 153,013
A.5.1	FS 066_LAFD066	\$ 166,141	\$ 2,444	-	-	-	\$ 168,585.00	\$ 16,859	\$ 151,726

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A.5.1	FS 074_LAFD074	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 076_LAFD076	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 077_LAFD077	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 079_LAFD079	\$ 187,436	\$ 2,757	-	-	-	\$ 2,757.00	\$ 276	\$ 2,481
A.5.1	FS 080_LAFD080	\$ 111,131	\$ 1,635	-	-	-	\$ 112,766.00	\$ 11,277	\$ 101,489
A.5.1	FS 081_LAFD081	\$ 157,280	\$ 2,314	-	-	-	\$ 159,594.00	\$ 15,959	\$ 143,635
A.5.1	FS 082_LAFD082	\$ 177,947	\$ 2,618	-	-	-	\$ 2,618.00	\$ 262	\$ 2,356
A.5.1	FS 084_LAFD084	\$ 173,339	\$ 2,550	-	-	-	\$ 175,889.00	\$ 17,589	\$ 158,300
A.5.1	FS 085_LAFD085	\$ 158,038	\$ 2,325	-	-	-	\$ 160,363.00	\$ 16,036	\$ 144,327
A.5.1	FS 088_LAFD088	\$ 182,691	\$ 2,687	-	-	-	\$ 185,378.00	\$ 18,538	\$ 166,840
A.5.1	FS 093_LAFD093	\$ 182,748	\$ 2,688	-	-	-	\$ 185,436.00	\$ 18,544	\$ 166,892
A.5.1	FS 094_LAFD094	\$ 162,583	\$ 2,392	-	-	-	\$ 164,975.00	\$ 16,498	\$ 148,477
A.5.1	FS 095_LAFD095	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	FS 096_LAFD096	\$ 173,092	\$ 2,546	-	-	-	\$ 2,546.00	\$ 255	\$ 2,291
A.5.1	FS 097_LAFD097	\$ 172,845	\$ 2,543	-	-	-	\$ 175,388.00	\$ 17,539	\$ 157,849
A.5.1	FS 101_LAFD101	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 105_LAFD105	\$ 171,986	\$ 2,530	-	-	-	\$ 2,530.00	\$ 253	\$ 2,277
A.5.1	FS 114_LAFD114	\$ 158,327	\$ 2,329	-	-	-	\$ 2,329.00	\$ 233	\$ 2,096
A.5.1	Hermosa HQ_LALG100		\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	Zuma Lifeguard HQ_LALG300	\$ 171,546	\$ 2,524	-	-	-	\$ 2,524.00	\$ 252	\$ 2,272
A.5.1	Lifeguard Division_LALG-HQ	\$ 167,138	\$ 2,459	-	-	-	\$ 2,459.00	\$ 246	\$ 2,213
A.5.1	Lancaster_LAN	\$ 173,540	\$ 2,553	-	-	-	\$ 176,093.00	\$ 17,609	\$ 158,484
A.5.1	77TH Street Area Complex_LAPD077	\$ 156,295	\$ 2,299	-	-	-	\$ 158,594.00	\$ 15,859	\$ 142,735
A.5.1	Central Area Complex_LAPDCEN	\$ 156,377	\$ 2,300	-	-	-	\$ 158,677.00	\$ 15,868	\$ 142,809
A.5.1	Devonshire Area station_LAPDDVN	\$ 185,667	\$ 2,731	-	-	-	\$ 188,398.00	\$ 18,840	\$ 169,558
A.5.1	Foothill Area station_LAPDFTH	\$ 193,441	\$ 2,846	-	-	-	\$ 196,287.00	\$ 19,629	\$ 176,658
A.5.1	Hollenbeck Area station_LAPDHLB	\$ 156,453	\$ 2,301	-	-	-	\$ 158,754.00	\$ 15,875	\$ 142,879

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A.5.1	Hollywood Area station_LAPDHWD	\$ 172,267	\$ 2,534	-	-	-	\$ 174,801.00	\$ 17,480	\$ 157,321
A.5.1	Mission Area station_LAPDMIS	\$ 173,339	\$ 2,550	-	-	-	\$ 175,889.00	\$ 17,589	\$ 158,300
A.5.1	Northeast Area station_LAPDNED	\$ 166,414	\$ 2,448	-	-	-	\$ 168,862.00	\$ 16,886	\$ 151,976
A.5.1	North Hollywood Area Station_LAPDNHD	\$ 178,411	\$ 2,625	-	-	-	\$ 181,036.00	\$ 18,104	\$ 162,932
A.5.1	Newton_LAPDNWT	\$ 158,108	\$ 2,326	-	-	-	\$ 160,434.00	\$ 16,043	\$ 144,391
A.5.1	Olympic Area station_LAPDOLY	\$ 175,749	\$ 2,585	-	-	-	\$ 178,334.00	\$ 17,833	\$ 160,501
A.5.1	Pacific Area station_LAPDPAC	\$ 169,072	\$ 2,487	-	-	-	\$ 171,559.00	\$ 17,156	\$ 154,403
A.5.1	Rampart Area station_LAPDRAM	\$ 151,633	\$ 2,231	-	-	-	\$ 153,864.00	\$ 15,386	\$ 138,478
A.5.1	Topanga Area station_LAPDTOP	\$ 156,383	\$ 2,300	-	-	-	\$ 158,683.00	\$ 15,868	\$ 142,815
A.5.1	Valley Dispatch Center_LAPDVDC	\$ 224,746	\$ 3,306	-	-	-	\$ 228,052.00	\$ 22,805	\$ 205,247
A.5.1	Van Nuys Area station_LAPDVNS	\$ 167,346	\$ 2,462	-	-	-	\$ 169,808.00	\$ 16,981	\$ 152,827
A.5.1	Wilshire Area station_LAPDWIL	\$ 157,729	\$ 2,320	-	-	-	\$ 160,049.00	\$ 16,005	\$ 144,044
A.5.1	West Los Angeles Area station_LAPDWLA	\$ 175,838	\$ 2,587	-	-	-	\$ 178,425.00	\$ 17,843	\$ 160,582
A.5.1	West Valley Area facility_LAPDWVD	\$ 176,213	\$ 2,592	-	-	-	\$ 178,805.00	\$ 17,881	\$ 160,924
A.5.1	Altadena_LASDALD	\$ 182,762	\$ 2,689	-	-	-	\$ 185,451.00	\$ 18,545	\$ 166,906
A.5.1	Carson_LASDCSN	\$ 186,920	\$ 2,750	-	-	-	\$ 189,670.00	\$ 18,967	\$ 170,703
A.5.1	Crescenta Valley_LASDCVS	\$ 183,185	\$ 2,695	-	-	-	\$ 185,880.00	\$ 18,588	\$ 167,292
A.5.1	Industry_LASDIDT	\$ 181,413	\$ 2,669	-	-	-	\$ 184,082.00	\$ 18,408	\$ 165,674
A.5.1	Lakewood_LASDLKD	\$ 158,257	\$ 2,328	-	-	-	\$ 160,585.00	\$ 16,059	\$ 144,526
A.5.1	Lennox (Closed)_LASDLNX	\$ 156,295	\$ 2,299	-	-	-	\$ 158,594.00	\$ 15,859	\$ 142,735
A.5.1	North County Correctional Facility_LASDNCC	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	Norwalk_LASDNWK	\$ 192,962	\$ 2,839	-	-	-	\$ 195,801.00	\$ 19,580	\$ 176,221
A.5.1	Pico Rivera_LASDPRV	\$ 157,729	\$ 2,320	-	-	-	\$ 160,049.00	\$ 16,005	\$ 144,044
A.5.1	Santa Clarita Valley_LASDSCV	\$ 181,833	\$ 2,675	-	-	-	\$ 184,508.00	\$ 18,451	\$ 166,057
A.5.1	San Dimas_LASDSDM	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744

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A.5.1	Temple_LASDTEM	\$ 192,907	\$ 2,838	-	-	-	\$ 195,745.00	\$ 19,575	\$ 176,170
A.5.1	FS 2_LBFD002		\$ 2,445	-	-	-	\$ 2,445.00	\$ 245	\$ 2,200
A.5.1	FS 6_LBFD006		\$ 1,635	-	-	-	\$ 1,635.00	\$ 164	\$ 1,471
A.5.1	FS 9_LBFD009		\$ 2,933	-	-	-	\$ 2,933.00	\$ 293	\$ 2,640
A.5.1	FS 12_LBFD012	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.5.1	FS 13_LBFD013		\$ 1,635	-	-	-	\$ 1,635.00	\$ 164	\$ 1,471
A.5.1	FS 21_LBFD021		\$ 2,320	-	-	-	\$ 2,320.00	\$ 232	\$ 2,088
A.5.1	HQ_LBFD026	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.5.1	HQ_LBPDHQ	\$ 156,917	\$ 2,308	-	-	-	\$ 159,225.00	\$ 15,923	\$ 143,302
A.5.1	Sylmar Converter Station -- E_LDWP220	\$ -	\$ -	-	-	-	\$ -	\$ -	\$ -
A.5.1	Lost Hills/Malibu_LHS	\$ 126,741	\$ 1,864	-	-	-	\$ 128,605.00	\$ 12,861	\$ 115,744
A.5.1	FS 2_LVFD002	\$ 182,691	\$ 2,687	-	-	-	\$ 2,687.00	\$ 269	\$ 2,418
A.5.1	La Verne PD_LVRNPD	\$ 171,986	\$ 2,530	-	-	-	\$ 2,530.00	\$ 253	\$ 2,277
A.5.1	FS 1_MBFD001		\$ 2,303	-	-	-	\$ 2,303.00	\$ 230	\$ 2,073
A.5.1	Mira Loma Detention Facility_MLM	\$ 184,245	\$ 2,710	-	-	-	\$ 186,955.00	\$ 18,696	\$ 168,259
A.5.1	Monrovia PD_MNRVPD		\$ 2,669	-	-	-	\$ 2,669.00	\$ 267	\$ 2,402
A.5.1	Montebello PD_MNTBLPD		\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	Monterey Park PD_MNTPKPD	\$ 157,292	\$ 2,314	-	-	-	\$ 2,314.00	\$ 231	\$ 2,083
A.5.1	Mount Olivet Reservoir_MOR	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064
A.5.1	FS 2_MRFD002		\$ 2,663	-	-	-	\$ 2,663.00	\$ 266	\$ 2,397
A.5.1	FS 3_MTBFD03		\$ 2,374	-	-	-	\$ 2,374.00	\$ 237	\$ 2,137
A.5.1	Mount Washington_MTW	\$ 167,931	\$ 2,470	-	-	-	\$ 170,401.00	\$ 17,040	\$ 153,361
A.5.1	Goodrich_PASA001	\$ 182,872	\$ 2,690	-	-	-	\$ 185,562.00	\$ 18,556	\$ 167,006
A.5.1	FS 33_PASFD33	\$ 172,396	\$ 2,536	-	-	-	\$ 2,536.00	\$ 254	\$ 2,282
A.5.1	Puente Hills_PHN	\$ 230,824	\$ 3,396	-	-	-	\$ 234,220.00	\$ 23,422	\$ 210,798
A.5.1	Palmdale_PLM	\$ 172,713	\$ 2,541	-	-	-	\$ 175,254.00	\$ 17,525	\$ 157,729
A.5.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	\$ 156,786	\$ 2,306	-	-	-	\$ 159,092.00	\$ 15,909	\$ 143,183

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Credits <i>Note 3</i>	Unused Credits	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	FS 2_RDBFD02		\$ 2,324	-	-	-	\$ 2,324.00	\$ 232	\$ 2,092
A.5.1	Redondo Beach PD_RDNBPD		\$ 2,310	-	-	-	\$ 2,310.00	\$ 231	\$ 2,079
A.5.1	Reservoir Hill_REH		\$ 2,843	-	-	-	\$ 2,843.00	\$ 284	\$ 2,559
A.5.1	San Pedro City Hall_SCH	\$ 167,824	\$ 2,469	-	-	-	\$ 170,293.00	\$ 17,029	\$ 153,264
A.5.1	Southeast Area station_SEP	\$ 180,498	\$ 2,655	-	-	-	\$ 183,153.00	\$ 18,315	\$ 164,838
A.5.1	FS 3_SFSFD03		\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	FS 4_SFSFD04		\$ 2,314	-	-	-	\$ 2,314.00	\$ 231	\$ 2,083
A.5.1	South L.A._SLA	\$ 181,745	\$ 2,674	-	-	-	\$ 184,419.00	\$ 18,442	\$ 165,977
A.5.1	FS 2_SMFD002		\$ 2,478	-	-	-	\$ 2,478.00	\$ 248	\$ 2,230
A.5.1	South Gate PD_SOGTPD			-	-	-	\$ -	\$ -	\$ -
A.5.1	San Vicente Peak_SVP	\$ 172,902	\$ 2,543	-	-	-	\$ 175,445.00	\$ 17,545	\$ 157,900
A.5.1	Southwest Area station_SWP	\$ 158,108	\$ 2,326	-	-	-	\$ 160,434.00	\$ 16,043	\$ 144,391
A.5.1	City Hall Radio Tower_TORC001		\$ 2,679	-	-	-	\$ 2,679.00	\$ 268	\$ 2,411
A.5.1	FS 2_TORFD02		\$ 2,688	-	-	-	\$ 2,688.00	\$ 269	\$ 2,419
A.5.1	FS 3_TORFD03		\$ 2,300	-	-	-	\$ 2,300.00	\$ 230	\$ 2,070
A.5.1	FS 4_TORFD04		\$ 2,530	-	-	-	\$ 2,530.00	\$ 253	\$ 2,277
A.5.1	FS 1_VEFD001	\$ 157,499	\$ 2,317	-	-	-	\$ 159,816.00	\$ 15,982	\$ 143,834
A.5.1	FS 3_VEFD003	\$ 158,327	\$ 2,329	-	-	-	\$ 160,656.00	\$ 16,066	\$ 144,590
A.5.1	Walnut/Diamond Bar_WAL	\$ 172,845	\$ 2,543	-	-	-	\$ 175,388.00	\$ 17,539	\$ 157,849
A.5.1	FS 4_WCFD004		\$ 1,864	-	-	-	\$ 1,864.00	\$ 186	\$ 1,678
A.5.1	FS 5_WCFD005		\$ 1,864	-	-	-	\$ 1,864.00	\$ 186	\$ 1,678
A.5.1	West Hollywood_WHD	\$ 171,986	\$ 2,530	-	-	-	\$ 174,516.00	\$ 17,452	\$ 157,064
A.5.2	Staging	-	-	-	-	-	\$ 535,009.00	\$ 53,501	\$ 481,508
Base 22.3.2	Performance Bond for Phase 3 - Supply PSBN Components	-	-	-	-	-	\$ 214,400.00		\$ 214,400
Subtotal		\$ 39,073,226	\$ 1,104,274	\$ -	\$ 650,689	\$ 123,167	\$ 37,523,707	\$ 3,730,963	\$ 33,792,744
ADDITIONAL SITES (AMENDMENT NO. 8)									
A.5.1	Supply PSBN Components:								

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <small>Note 1</small>	Unilateral Option Sum <small>Note 2</small>	Credits ^{Note 3}	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
	FS 101_LACF101 (replacing CLRMPD1)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 193,353.00	\$ 19,335	\$ 174,018
	Oat Mountain_ONK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,634.00	\$ 12,063	\$ 108,571
	Rolling Hills Transit_RHT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	San Dimas_SDW	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,634.00	\$ 12,063	\$ 108,571
	Verdugo Peak City_VPC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,634.00	\$ 12,063	\$ 108,571
	FS 54_LACF054 (replacing SOGTPD)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192,622.00	\$ 19,262	\$ 173,360
Total for Additional Sites (Amendment No. 8)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 747,877	\$ 74,786	\$ 673,091
ADDITIONAL SITES (AMENDMENT NO. 9)									
A.5.1	Supply PSBN Components:								
	Baldwin Hills_BAH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,634.00	\$ 12,063	\$ 108,571
	Compton Court Building_CCB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,634.00	\$ 12,063	\$ 108,571
	FS 69_LAFD069 (Replacing LAFD019)	\$ 171,986	\$ 2,530	\$ -	\$ -	\$ -	\$ 174,516.00	\$ 17,452	\$ 157,064
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 157,292	\$ 2,314	\$ -	\$ -	\$ -	\$ 159,606.00	\$ 15,961	\$ 143,645
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 156,377	\$ 2,300	\$ -	\$ -	\$ -	\$ 158,677.00	\$ 15,868	\$ 142,809
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	\$ 171,986	\$ 2,530	\$ -	\$ -	\$ -	\$ 174,516.00	\$ 17,452	\$ 157,064
Total for Additional Sites (Amendment No. 9)		\$ 657,641	\$ 9,674	\$ -	\$ -	\$ -	\$ 908,583	\$ 90,859	\$ 817,724
ADDITIONAL SITE (AMENDMENT NO. 11)									
A.5.1	Supply PSBN Components:								
	Parking Lot at Pasadena PD_PASDNPD	\$ 157,486	\$ -	\$ -	\$ -	\$ -	\$ 157,486	\$ 15,749	\$ 141,737

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components <i>Note 1</i>	Unilateral Option Sum <i>Note 2</i>	Credits ^{<i>Note 3</i>}	Unused Credits	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
Total for Additional Site (Amendment No. 11)		\$ 157,486	\$ -	\$ -	\$ -	\$ -	\$ 157,486	\$ 15,749	\$ 141,737
TOTAL FOR PHASE 3 - SUPPLY PSBN COMPONENTS:		\$ 39,888,353	\$ 1,113,948	\$ -	\$ 650,689	\$ 123,167	\$ 39,337,653	\$ 3,912,357	\$ 35,425,296

Note 1: Project Administration costs for removed sites will be handled via the Amendment process in Section 2 (Changes to Agreement) of the Base Document.

Note 2: Pursuant to Amendment No. 3, effective as of June 20, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 3. In connection therewith, the Unilateral Option Sum for Phase 3 of \$47,648,311 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. As such, credits were realized in the amount of \$527,522.

Note 4: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

SCHEDULE OF PAYMENTS
EXHIBIT C.5 - PHASE 4 - PSBN IMPLEMENTATION

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Installation and Commission Details						Unilateral Option Sum <i>Note 2</i>	Credits <i>Note 3</i>	Unused Credits	Contract Sum - Payable Amount <i>Note 2</i>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration Per Site <i>Note 1</i>						
A.6.1	Installation and Commission:												
A.6.1	Primary EPC	-	-	-	-	-	-	-	-	-	\$ 763,448	\$ 76,345	\$ 687,103
A.6.1	Network Management System and Inventory Management System	-	-	-	-	-	-	-	-	-	\$ 383,833	\$ 38,383	\$ 345,450
A.6.1	Site Detail Summary for eNodeBs and Backhaul Per Site:	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.1	Alhambra_PD_ALHPD01							\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233
A.6.1	Arcadia_PD_ARCPD01	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,867	\$ 8,765	\$ 6,926	-	-	-	\$ 73,529	\$ 7,353	\$ 66,176
A.6.1	Azusa_PD_AZPD001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,820	\$ 8,765	\$ 6,926	-	-	-	\$ 71,482	\$ 7,148	\$ 64,334
A.6.1	Bell Gardens_PD_BGPD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,226	\$ 8,765	\$ 6,926	-	-	-	\$ 68,488	\$ 6,849	\$ 61,639
A.6.1	Beverly Hills Rexford Drive_BHR	\$ 6,510	\$ 22,219	\$ 16,242	\$ 15,310	\$ 8,765	\$ 6,926	-	-	-	\$ 75,972	\$ 7,597	\$ 68,375
A.6.1	Bald Mountain_BMT	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	Baldwin Park_PD_BPPD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,094	\$ 8,765	\$ 6,926	-	-	-	\$ 67,356	\$ 6,736	\$ 60,620
A.6.1	Blue Rock_BRK	\$ 6,510	\$ 22,219	\$ 16,242	\$ 14,786	\$ 8,765	\$ 6,926	-	-	-	\$ 75,448	\$ 7,545	\$ 67,903
A.6.1	Burnt Peak_BUR	\$ 6,510	\$ 17,895	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233
A.6.1	Burbank_PD_BURPD01	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,923	\$ 8,765	\$ 6,926	-	-	-	\$ 72,585	\$ 7,259	\$ 65,326
A.6.1	Criminal Court Building_CCT	\$ 2,184	\$ 18,034	\$ 19,133	\$ 13,000	\$ 8,765	\$ 6,926	-	-	-	\$ 68,042	\$ 6,804	\$ 61,238
A.6.1	Century_CEN	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	-	\$ 62,989	\$ 6,299	\$ 56,690
A.6.1	Carlton J. Peterson Park_CJP	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-	-	\$ 71,376	\$ 7,138	\$ 64,238
A.6.1	Claremont Microwave Tower_CLM	\$ -	\$ 18,554	\$ 18,889	\$ 12,746	\$ 8,765	\$ 6,926	-	-	-	\$ 65,880	\$ 6,588	\$ 59,292
A.6.1	Claremont_PD_CLRMPD1							-	-	-	\$ -	\$ -	\$ -
A.6.1	FS 2_CPTFD02	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,612	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233
A.6.1	FS 4_CPTFD04	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,400	\$ 8,765	\$ 6,926	-	-	-	\$ 68,662	\$ 6,866	\$ 61,796
A.6.1	Communications Tower_CULV001	\$ -	\$ 10,154	\$ 18,889	\$ 10,957	\$ 8,765	\$ 6,926	-	-	-	\$ 55,691	\$ 5,569	\$ 50,122
A.6.1	Downey_PD_DWNYPD1							\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233
A.6.1	El Monte_PD_ELMNTPD	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	El Segundo_PD_ELSGDPD							\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233
A.6.1	FCCF_HQ_FCCF	\$ 6,510	\$ 13,819	\$ 16,242	\$ 86,881	\$ 8,765	\$ 6,926	-	-	-	\$ 139,143	\$ 13,914	\$ 125,229
A.6.1	FS 5_FS5	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,957	\$ 8,765	\$ 6,926	-	-	-	\$ 63,219	\$ 6,322	\$ 56,897
A.6.1	Gardena_GARD001	\$ 6,510	\$ 13,819	\$ 16,242	\$ 15,860	\$ 8,765	\$ 6,926	-	-	-	\$ 68,122	\$ 6,812	\$ 61,310
A.6.1	Glendale Civic Center_GCC	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 6,926	\$ 693	\$ 6,233
A.6.1	Glendale Water & Power UOC_GDWP001	\$ 6,510	\$ 22,219	\$ 16,242	\$ 9,447	\$ 8,765	\$ 6,926	-	-	-	\$ 70,109	\$ 7,011	\$ 63,098
A.6.1	FS 23_GLNDL23	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	-	\$ 43,899	\$ 4,390	\$ 39,509
A.6.1	FS 24_GLNDL24	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	-	-	-	\$ 71,487	\$ 7,149	\$ 64,338
A.6.1	FS 28_GLNDL28	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 71,182	\$ 7,118	\$ 64,064
A.6.1	FS 3_LACF003	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	-	\$ 62,986	\$ 6,299	\$ 56,687
A.6.1	FS 4_LACF004	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,961	\$ 8,765	\$ 6,926	-	-	-	\$ 63,223	\$ 6,322	\$ 56,901
A.6.1	FS 16_LACF016	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,325	\$ 8,765	\$ 6,926	-	-	-	\$ 69,587	\$ 6,959	\$ 62,628
A.6.1	FS 21_LACF021	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 23_LACF023	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,566	\$ 8,765	\$ 6,926	-	-	-	\$ 70,828	\$ 7,083	\$ 63,745
A.6.1	FS 24_LACF024	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,688	\$ 8,765	\$ 6,926	-	-	-	\$ 71,350	\$ 7,135	\$ 64,215
A.6.1	FS 28_LACF028	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504
A.6.1	FS 30_LACF030	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,895	\$ 8,765	\$ 6,926	-	-	-	\$ 63,157	\$ 6,316	\$ 56,841
A.6.1	FS 31_LACF031	\$ 6,510	\$ 13,819	\$ 16,242	\$ 16,057	\$ 8,765	\$ 6,926	-	-	-	\$ 68,319	\$ 6,832	\$ 61,487
A.6.1	FS 38_LACF038	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	-	\$ 62,782	\$ 6,278	\$ 56,504

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibits A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Credits <small>Note 3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>						
A.6.1	FS153_LACF153	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	\$ 71,182	\$ 7,118	\$ 64,064	
A.6.1	FS 154_LACF154	\$ 6,510	\$ 22,219	\$ 16,242	\$ 13,443	\$ 8,765	\$ 6,926	-	-	\$ 74,105	\$ 7,411	\$ 66,694	
A.6.1	FS 157_LACF157	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 159_LACF159	\$ 6,510	\$ 13,819	\$ 16,242	\$ 18,330	\$ 8,765	\$ 6,926	-	-	\$ 70,592	\$ 7,059	\$ 63,533	
A.6.1	FS 161_LACF161						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 162_LACF162						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 163_LACF163						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 164_LACF164	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	\$ 62,986	\$ 6,299	\$ 56,687	
A.6.1	FS 169_LACF169	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,101	\$ 8,765	\$ 6,926	-	-	\$ 65,363	\$ 6,536	\$ 58,827	
A.6.1	FS 171_LACF171	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,183	\$ 8,765	\$ 6,926	-	-	\$ 65,445	\$ 6,545	\$ 58,900	
A.6.1	FS 173_LACF173	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,934	\$ 8,765	\$ 6,926	-	-	\$ 65,196	\$ 6,520	\$ 58,676	
A.6.1	FS 181_LACF181						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 183_LACF183						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 184_LACF184						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 187_LACF187						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 188_LACF188						\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 192_LACF192	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	-	-	\$ 62,989	\$ 6,299	\$ 56,690	
A.6.1	FS 194_LACF194	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,714	\$ 8,765	\$ 6,926	-	-	\$ 62,976	\$ 6,298	\$ 56,678	
A.6.1	CP 2_LACFCP02	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	CP 9_LACFCP09	\$ 6,510	\$ 22,219	\$ 16,242	\$ 16,167	\$ 8,765	\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	CP 14_LACFCP14	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	MEDICAL CENTER_LACHAR	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,708	\$ 8,765	\$ 6,926	-	-	\$ 65,750	\$ 6,575	\$ 59,175	
A.6.1	LAC/OLIVEVIEW+UCLA_L ACOLV	\$ 2,184	\$ 26,787	\$ 19,133	\$ 12,940	\$ 8,765	\$ 6,926	-	-	\$ 76,735	\$ 7,674	\$ 69,061	
A.6.1	LAC/USC MEDICAL CENTER_LACUSC	\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,724	\$ 8,765	\$ 6,926	-	-	\$ 65,766	\$ 6,577	\$ 59,189	
A.6.1	FS 005_LAFD005	\$ 6,510	\$ 13,819	\$ 16,242	\$ 9,439	\$ 8,765	\$ 6,926	-	-	\$ 61,701	\$ 6,170	\$ 55,531	
A.6.1	FS 012_LAFD012	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 015_LAFD015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	
A.6.1	FS 016_LAFD016	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 019_LAFD019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	
A.6.1	FS 029_LAFD029	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 035_LAFD035	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 042_LAFD042	\$ 6,510	\$ 13,819	\$ 16,242	\$ 11,826	\$ 8,765	\$ 6,926	-	-	\$ 64,088	\$ 6,409	\$ 57,679	
A.6.1	FS 044_LAFD044	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	\$ 62,986	\$ 6,299	\$ 56,687	
A.6.1	FS 047_LAFD047	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 37,293	\$ 3,729	\$ 33,564	
A.6.1	FS 049_LAFD049	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,338	\$ 8,765	\$ 6,926	-	-	\$ 65,600	\$ 6,560	\$ 59,040	
A.6.1	FS 055_LAFD055	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	\$ 62,782	\$ 6,278	\$ 56,504	
A.6.1	FS 061_LAFD061	\$ 6,510	\$ 13,819	\$ 16,242	\$ 13,046	\$ 8,765	\$ 6,926	-	-	\$ 65,308	\$ 6,531	\$ 58,777	
A.6.1	FS 066_LAFD066	\$ 6,510	\$ 13,819	\$ 16,242	\$ 12,727	\$ 8,765	\$ 6,926	-	-	\$ 64,989	\$ 6,499	\$ 58,490	
A.6.1	FS 074_LAFD074	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 076_LAFD076	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 077_LAFD077	\$ 6,510	\$ 20,724	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 43,899	\$ 4,390	\$ 39,509	
A.6.1	FS 079_LAFD079	\$ 6,510	\$ 13,819	\$ 16,242	\$ 17,542	\$ 8,765	\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 080_LAFD080	\$ 6,510	\$ 14,118	\$ -	\$ 974	\$ 8,765	\$ 6,926	-	-	\$ 37,293	\$ 3,729	\$ 33,564	
A.6.1	FS 081_LAFD081	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,724	\$ 8,765	\$ 6,926	-	-	\$ 62,986	\$ 6,299	\$ 56,687	
A.6.1	FS 082_LAFD082	\$ 6,510	\$ 22,219	\$ 16,242	\$ 11,867	\$ 8,765	\$ 6,926	-	-	\$ 6,926	\$ 693	\$ 6,233	
A.6.1	FS 084_LAFD084	\$ 6,510	\$ 22,219	\$ 16,242	\$ 10,825	\$ 8,765	\$ 6,926	-	-	\$ 71,487	\$ 7,149	\$ 64,338	
A.6.1	FS 085_LAFD085	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,895	\$ 8,765	\$ 6,926	-	-	\$ 63,157	\$ 6,316	\$ 56,841	
A.6.1	FS 088_LAFD088	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,940	\$ 8,765	\$ 6,926	-	-	\$ 73,602	\$ 7,360	\$ 66,242	
A.6.1	FS 093_LAFD093	\$ 6,510	\$ 22,219	\$ 16,242	\$ 12,953	\$ 8,765	\$ 6,926	-	-	\$ 73,615	\$ 7,362	\$ 66,253	
A.6.1	FS 094_LAFD094	\$ 6,510	\$ 13,819	\$ 16,242	\$ 11,923	\$ 8,765	\$ 6,926	-	-	\$ 64,185	\$ 6,419	\$ 57,766	
A.6.1	FS 095_LAFD095	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	-	-	\$ 62,782	\$ 6,278	\$ 56,504	

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibits A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Credits <small>Note 3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>						
A.6.3	Acceptance Testing:	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
A.6.3.27	Functional Test	-	-	-	-	-	-	-	-	-	\$ 185,314	\$ 18,531	\$ 166,783
A.6.3.30	Wide Area Coverage Test	-	-	-	-	-	-	-	-	-	\$ 2,353,150	\$ 235,315	\$ 2,117,835
A.6.3.32	Waterway Coverage Test	-	-	-	-	-	-	-	-	-	\$ 241,018	\$ 24,102	\$ 216,916
A.6.3.33	Freeway Coverage Test	-	-	-	-	-	-	-	-	-	\$ 160,679	\$ 16,068	\$ 144,611
A.6.3.34	Special Operational Test	-	-	-	-	-	-	-	-	-	\$ 401,696	\$ 40,170	\$ 361,526
A.6.3.35	PSBN Burn-in Test	-	-	-	-	-	-	-	-	-	\$ 128,543	\$ 12,854	\$ 115,689
A.6.4	Training	-	-	-	-	-	-	-	-	-	\$ 733,339	\$ 73,334	\$ 660,005
A.6.5	Documentation	-	-	-	-	-	-	-	-	-	\$ 570,962	\$ 57,096	\$ 513,866
A.6.6	Implementation Phase Acceptance	-	-	-	-	-	-	-	-	-	\$ 321,357	\$ 32,136	\$ 289,221
A.6.7	Final PSBN Acceptance	-	-	-	-	-	-	-	-	-	\$ 321,357	\$ 32,136	\$ 289,221
Base 22.3.2	Performance Bond for Phase 4 - PSBN Implementation	-	-	-	-	-	-	-	-	-	\$ 88,000	\$ 8,800	\$ 79,200
Base 38.3	Total Lease Costs for Phase 4 - PSBN Implementation	-	-	-	-	-	-	-	-	-	Included	\$ -	\$ -
Subtotal		\$ 1,204,434	\$ 3,479,441	\$ 2,522,896	\$ 2,017,308	\$ 1,674,115	\$ 1,558,350	\$ -	\$ 245,506	\$ 35,144	\$ 18,302,066	\$ 1,830,237	\$ 16,471,829
ADDITIONAL SITES (AMENDMENT NO. 8)													
A.6.1	Installation and Commission:												
	FS 101_LACF101 (replacing CLRMPD1)	-	-	-	-	-	-	-	-	-	\$ 73,408	\$ 7,341	\$ 66,067
	Oat Mountain_ONK	-	-	-	-	-	-	-	-	-	\$ 33,272	\$ 3,327	\$ 29,945
	Rolling Hills Transit_RHF	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -
	San Dimas_SDW	-	-	-	-	-	-	-	-	-	\$ 33,272	\$ 3,327	\$ 29,945
	Verdugo Peak City_VPC	-	-	-	-	-	-	-	-	-	\$ 33,272	\$ 3,327	\$ 29,945
	FS 54_LACF054 (replacing SOGTPD)	-	-	-	-	-	-	-	-	-	\$ 68,374	\$ 6,837	\$ 61,537
Total for Additional Sites (Amendment No. 8)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241,598	\$ 24,159	\$ 217,439
ADDITIONAL SITES (AMENDMENT NO. 9)													
A.6.1	Installation and Commission:												
	Baldwin Hills_BAH	-	-	-	-	-	-	-	-	-	\$ 33,272	\$ 3,327	\$ 29,945
	Compton Court Building_CCB	-	-	-	-	-	-	-	-	-	\$ 33,272	\$ 3,327	\$ 29,945
	FS 69_LAFD069 (Replacing LAFD019)	#	#	#	#	#	#	#	\$	\$	\$ 71,182	\$ 7,118	\$ 64,064
	FS 12_LBFD012(N) (Replacing LBFD012(O))	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,727	\$ 8,765	\$ 6,926	\$ -	\$ -	\$ -	\$ 62,989	\$ 6,299	\$ 56,690
	City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)	\$ 6,510	\$ 13,819	\$ 16,242	\$ 10,520	\$ 8,765	\$ 6,926	\$ -	\$ -	\$ -	\$ 62,782	\$ 6,278	\$ 56,504
	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	#	#	#	#	#	#	#	\$	\$	\$ 71,182	\$ 7,118	\$ 64,064
Total for Additional Sites (Amendment No. 9)		\$ 26,040	\$ 72,076	\$ 64,968	\$ 42,287	\$ 35,060	\$ 27,704	\$ -	\$ -	\$ -	\$ 334,679	\$ 33,467	\$ 301,212
ADDITIONAL SITE (AMENDMENT NO. 11)													
A.6.1	Installation and Commission:												
	Parking Lot at Pasadena PD_PASDNPD	#	#	#	#	#	#	#	-	-	\$ 58,824	\$ 5,882	\$ 52,942
Total for Additional Site (Amendment No. 11)		\$ 2,184	\$ 18,034	\$ 19,133	\$ 10,708	\$ 8,765	\$ -	\$ -	\$ -	\$ -	\$ 58,824	\$ 5,882	\$ 52,942
TOTAL FOR PHASE 4 - PSBN IMPLEMENTATION:		\$ 1,232,658	\$ 3,569,551	\$ 2,606,997	\$ 2,070,303	\$ 1,717,940	\$ 1,586,054	\$ -	\$ 245,506	\$ 35,144	\$ 18,937,167	\$ 1,893,745	\$ 17,043,422

Note 1: Project Administration costs for removed sites will be handled via the Amendment process set forth in Section 2 (Changes to Agreement) of the Base Document.

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Installation and Commission Details						Unilateral Option Sum <small>Note 2</small>	Credits <small>Note 3</small>	Unused Credits	Contract Sum - Payable Amount <small>Note 2</small>	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Microwave Installation	Site Commissioning Microwave	Site Commissioning LTE	Project Administration Per Site <small>Note 1</small>						

Note 2: Pursuant to Amendment No. 5, effective as of September 17, 2014, the Authority exercised the Unilateral Options for all Work pertaining to Phase 4. In connection therewith, the Unilateral Option Sum for Phase 4 of \$21,899,970 was converted into a Contract Sum.

Note 3: Pursuant to Amendment No. 6, effective as of October 3, 2014, the Authority removed 3 PSBN Sites from the PSBN Design. Additionally, the Network Management System and Inventory Management Systems were credited \$1,000 (\$500 per System, the Functional Test was credited \$7,500 (\$2,500 per site), and the Documentation was credited \$7,480 (\$2,493 per site) all to account for the removal of 3 PSBN Sites. As such, credits were realized in the amount of \$211,362.

Note 4: Pursuant to Amendment No. 8, effective February 17, 2015, Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 8 to reflect (a) the removal of thirty-six (36) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

Note 5: Pursuant to Amendment No. 9, effective March 23, 2015, Exhibit C.4 (Schedule of Prices - PSBN Implementation) was amended by Amendment No. 9 to reflect (a) the removal of twenty-four (24) sites, and (b) the conversion of Unilateral Option Sum to Contract Sum for the addition of six (6) PSBN System Sites.

SCHEDULE OF PAYMENTS

EXHIBIT C.12 - CELL ON WHEELS (COWs)

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Quantity	Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
PHASE 1 (SYSTEM DESIGN) COST PER COW						
A.3.3.1.15 ^{1,2}	Construction Drawings	15	-	\$ 4,214.17	\$ 421	\$ 3,793
A.3.1 ¹	Site Design Visit (2 Visits)	15	-	\$ 1,348.42	\$ 135	\$ 1,213
A.3.3.12 ¹ A.3.3.13 ¹	Site Survey with 1A/2C for FAA	15	-	\$ 3,933.62	\$ 393	\$ 3,541
A.4.1.2.11 ^{1,3} A.4.1.2.12 ¹	Permit Preparation	15	-	\$ 562.58	\$ 56	\$ 507
A.3.3.15.1 ¹	Power Study	15	-	\$ 2,203.29	\$ 220	\$ 1,983
A.4.2.1 ¹	Hygienist	15	-	\$ 2,203.29	\$ 220	\$ 1,983
A.2.1.1 ¹	Project Management	15	-	\$ 6,500.00	\$ 650	\$ 5,850
A.2.1.1 ¹	System Engineering	15	-	\$ 6,500.00	\$ 650	\$ 5,850
Total Cost for Phase 1 Per COW		15	\$ -	\$ 27,465	\$ 2,745	\$ 24,720
PHASE 1 (SYSTEM DESIGN)						
	COW Site - BLR2DPW	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - CHPNWHLL	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - CHPWVLLY	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - LADPW38	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - LASDMVS	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCECART	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCELNIDO	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCELGNBL	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCEMADR	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCEMERC	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCEMESA	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCEMNRV	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCEMRGO	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCELONG	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
	COW Site - SCESTUD	1	-	\$ 27,465.37	\$ 2,747	\$ 24,718
TOTAL COST FOR PHASE 1 FOR 15 COW SITES		15	\$ -	\$ 411,981	\$ 41,198	\$ 370,782
PHASE 2 (SITE CONSTRUCTION AND SITE MODIFICATION) COST PER COW						
A.4.2 ⁴	Site Preparation & General Conditions	15	-	\$ 5,250	\$ 525	\$ 4,725

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Quantity	Unilateral Option Sum	Contract Sum Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.3 ^{4,5}	Electrical Installation - Power Protection Cabinet, XFR Switch, Cabinet Wiring, Overhead Drop to Disconnect	15	-	\$ 26,250	\$ 2,625	\$ 23,625
A.4.3 ⁴	Radio Frequency System Installation	15	-	\$ 13,125	\$ 1,313	\$ 11,812
A.4.3 ⁴	Fencing	15	-	\$ 5,250	\$ 525	\$ 4,725
A.4.3 ⁴	On-Site Setup	15	-	\$ 13,650	\$ 1,365	\$ 12,285
A.4.3 ⁴	Cabinet & Generator Installation, Conduit, and Cabling	15	-	\$ 16,275	\$ 1,628	\$ 14,647
Total Cost for Phase 2 Per COW		15	\$ -	\$ 79,800	\$ 7,981	\$ 71,819
PHASE 2 (SITE CONSTRUCTION AND SITE MODIFICATION)						
	COW Site - BLR2DPW	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - CHPNWHLL	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - CHPWVLLY	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - LADPW38	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - LASDMVS	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCECART	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCELNIDO	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCELGNBL	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCEMADR	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCEMERC	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCEMESA	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCEMNRV	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCEMRGO	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCELONG	1	-	\$ 79,800	\$ 2,747	\$ 24,718
	COW Site - SCESTUD	1	-	\$ 79,800	\$ 2,747	\$ 24,718
TOTAL COST FOR PHASE 2 FOR 15 COW SITES		15	\$ -	\$ 1,197,000	\$ 119,700	\$ 370,782
PHASE 3 (SUPPLY PSBN COMPONENTS) COST PER COW						
A.5.1 ⁴	Backhaul Equipment	15	-	\$ 24,675.00	\$ 2,468	\$ 22,207
A.5.1 ⁴	Cisco 819 Aircard Router	15	-	\$ 1,575.00	\$ 158	\$ 1,417
A.5.1 ^{4,6}	ITS SR55 Trailer	15	-	\$ 83,727.00	\$ 8,373	\$ 75,354
A.5.1 ^{4,7}	Battery Backup System Configuration Modification for Routers	15	-	\$ 3,591.00	\$ 359	\$ 3,232
A.5.1 ⁴	Shipping	15	-	\$ 3,994.41	\$ 399	\$ 3,595
A.5.1 ⁴	SP415 Radio Frequency Kit	9	-	\$ 4,309.00	\$ 431	\$ 3,878
A.5.1 ⁴	Tax & Registration on Trailer	15	-	\$ 8,032.50	\$ 803	\$ 7,230
Total Cost for Phase 3 Per COW		15	\$ -	\$ 129,904	\$ 12,991	\$ 116,913
PHASE 3 (SUPPLY PSBN COMPONENTS)						
	COW Site - BLR2DPW	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - CHPNWHLL	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - CHPWVLLY	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718

Deliverable/ Task No./ Subtask No./ Section No. <small>(Exhibit A, B, or Base Document)</small>	Deliverable	Quantity	Unilateral Option Sum	Contract Sum Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
	COW Site - LADPW38	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - LASDMVS	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCECART	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCELNIDO	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCELGNBL	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCEMADR	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCEMERC	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCEMESA	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCEMNRV	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCEMRGO	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCELONG	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
	COW Site - SCESTUD	1	-	\$ 128,180.31	\$ 2,747	\$ 24,718
TOTAL COST FOR PHASE 3 FOR 15 COW SITES		15	\$ -	\$ 1,922,705	\$ 192,271	\$ 370,782
PHASE 4 (PSBN IMPLEMENTATION) COST PER COW						
A.6.1 ⁴	Installation and Commissioning	15	-	\$ 4,200.00	\$ 420	\$ 3,780
A.6.3 ⁴	Acceptance Testing	15	-	\$ 2,625.00	\$ 263	\$ 2,362
A.6.4 ⁴	Training	15	-	\$ 1,000.00	\$ 100	\$ 900
A.6.5 ⁴	Documentation	15	-	\$ 520.00	\$ 52	\$ 468
Total Cost for Phase 4 Per COW		15	\$ -	\$ 8,345	\$ 835	\$ 7,510
PHASE 4 (PSBN IMPLEMENTATION)						
	COW Site - BLR2DPW	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - CHPNWHL	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - CHPWVLLY	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - LADPW38	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - LASDMVS	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCECART	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCELNIDO	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCELGNBL	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCEMADR	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCEMERC	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCEMESA	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCEMNRV	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCEMRGO	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCELONG	1	-	\$ 8,345	\$ 2,747	\$ 24,718
	COW Site - SCESTUD	1	-	\$ 8,345	\$ 2,747	\$ 24,718
TOTAL COST FOR PHASE 4 FOR 15 COW SITES		15	\$ -	\$ 125,175	\$ 12,518	\$ 370,782
TOTAL COST FOR COW SITES (PHASES 1 -4)				\$3,656,861		

Deliverable/ Task No./ Subtask No./ Section No. <i>(Exhibit A, B, or Base Document)</i>	Deliverable	Quantity	Unilateral Option Sum	Contract Sum Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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¹ Phase 1 Scope of Work for COWs Includes - Perform site visits and surveys, assists with planning and engineering for overall project, participate in meetings and design review aimed at finalizing project scopes and delivery dates, prepare construction drawings, provide structural analysis for wind-load including stamped engineering, assist with power and Telco coordination, prepare update schedules throughout effort; all as applicable to the Work performed related to the COWs in Exhibit C.12.

² Does not include topography drawings.

³ Includes over-the-counter planning review.

⁴ Exhibit A references are only for work as it relates to the reasonable delivery and setup of a deployable Cell Site on Wheels. Backhaul, Site Alarms/Monitoring, Backup Power, and Grounding specifications will differ from fixed PSBN sites and will be defined to during design review but shall not exceed prices set forth in Exhibit C.12.

⁵ If trenching and/or a conduit for power/fiber is required, Contractor shall provide a quote, and upon the Authority's approval, the costs for said work will be deducted from the line item for Phase 2, Subtask A.4.3, Electrical Installation (Power Protection Cabinet, XFR Switch, Cabinet Wiring, Overhead Drop to Disconnect).

⁶ SR55 Trailer price is based on purchase of 15 units. Price may increase with purchase of fewer units.

⁷ Site Router and Site Controllers will go in Radio Base Station (RBS). RBS Battery Backup System will be modified to hold Secondary Router and Spread Spectrum microwave Indoor Unit where necessary.



LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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PATRICK J. MALLON
EXECUTIVE DIRECTOR

July 9, 2015

LA-RICS Board of Directors
Los Angeles Regional Interoperable Communications System Authority (the "Authority")

Dear Directors:

AMENDMENT NO. 16 FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

SUBJECT

Board approval is requested to: (1) authorize an amendment to increase staffing on the Project and Construction Management Services contract with Jacobs Project Management Co. (Jacobs) to ensure Work related to claims resolution for the Public Safety Broadband Network (PSBN) is successfully completed; (2) increase the cost for the PSBN portion of the Maximum Contract Sum of the Agreement to contemplate the increase in staffing; and (3) delegate authority to the Executive Director to execute Amendment No. 16, in a substantially similar form to Enclosure 1.

RECOMMENDED ACTION

It is recommended that your Board:

1. Approve an increase in the cost for the PSBN portion of the Jacobs contract by \$249,680, increasing the Maximum Contract Sum from \$32,393,425 to \$32,643,105, to contemplate the increase of staffing to ensure that claims resolution for the PSBN project are successfully completed.
2. Delegate authority to the Executive Director to execute Amendment No. 16 with Jacobs, substantially similar in form to Enclosure 1.

AGENDA ITEM C

BACKGROUND

On September 1, 2010, National Telecommunications and Information Administration (NTIA) awarded the Authority a Comprehensive Community Infrastructure (CCI) Broadband Technology Opportunity Program (BTOP) grant to develop and deploy a 700 MHz public safety mobile broadband network across the County of Los Angeles.

On March 29, 2012, your Board authorized the Executive Director to execute the contract with Jacobs for project and construction management services. Since this contract's inception, your Board has approved various amendments to significantly increase the scope of work, such as adding a preliminary Phase 0 to the project to contemplate the development of technical specifications and Request for Proposals (RFP) and proposal compliance analysis, work which was not previously contemplated and constituted new scope, to increase the scope of environmental work being performed, and to increase the level of effort for certain tasks that the Authority has required throughout the term of this contract.

In addition, the Authority finalized a Corrective Action Plan (CAP) in April 2015, to move forward with an alternative system solution with various augmentation strategies to mitigate any loss of coverage and capacity due to the loss of sites belonging to the County of Los Angeles Fire Department (LACoFD) and City of Los Angeles Fire Department (LAFD). The Authority has had to overcome numerous hurdles in trying to build out an alternative system with a rapidly approaching BTOP performance period deadline, while concurrently resolving claims for work performed to date with Motorola Solutions, Inc., (Motorola) and its subcontractors. In order to minimize impact on the construction management team, the increase in staff to assist with claims/change order resolution process is required.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to ensure that claims stemming from activities surrounding the PSBN Agreement are resolved in a timely manner. With the increased level of construction work currently being performed, it behooves the Authority to make sure that there is sufficient staffing for administrative purposes such as claims resolution as well as construction work.

FISCAL IMPACT/FINANCING

An increase to the Maximum Contract Sum in the amount of \$249,680 will increase the Maximum Contract Sum amount from \$32,393,425 to \$32,643,105.

All contract costs related to the services rendered under this Amendment No. 16 will be reimbursed by the BTOP grant. This grant is fully funded by the Department of Commerce NTIA.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Counsel to the Authority has reviewed the recommended action.

CONCLUSION

Upon the Board's approval of the recommended actions, on behalf of the Authority, the Executive Director will execute Amendment No. 16, substantially similar in form to Enclosure 1.

Respectfully submitted,



PATRICK J. MALLON
EXECUTIVE DIRECTOR

PJM:MS:jh

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Enclosure

c: Counsel to the Authority

**AMENDMENT NUMBER SIXTEEN TO
AGREEMENT FOR CONSULTANT SERVICES**

Recitals

This Amendment Number Sixteen ("Amendment No. 16") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of July _____, 2015, based on the following recitals:

Authority and Consultant have entered into that certain Agreement for Consultant Services, dated as of March 29, 2012 (together with all attachments and appendices thereto, all as amended prior to the date hereof, the "Agreement").

The Agreement has been previously amended by Amendment Number One, effective as of May 15, 2012, to engage Consultant to perform certain work under Preliminary Phase, which was originally contemplated under Phase 1, and to adjust the Consultant's Staffing Plan accordingly, all as further described in Amendment Number One.

The Agreement has been previously amended by Amendment Number Two, effective as of June 4, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Two.

The Agreement has been previously amended by Amendment Number Three, effective as of July 2, 2012, to engage the Consultant to perform certain work under Preliminary Phase, which was not originally contemplated and constituted new scope, and to adjust Consultant's Staffing Plan, resource level effort, and additional costs accordingly, all as further described in Amendment Number Three, which increased the Maximum Contract Sum by \$1,546,933 from \$20,871,260 to \$22,418,193.

The Agreement has been previously amended by Amendment Number Four, effective as of September 21, 2012, to engage the Consultant to perform certain work under the Preliminary Phase, which was originally contemplated under subsequent phases, and to adjust Consultant's Staffing Plan accordingly, all as further described in Amendment Number Four.

The Agreement has been previously amended by Amendment Number Five, effective as of January 1, 2013, to reallocate the level of effort between LTE Project activities and LMR Project activities, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Five.

The Agreement has been previously amended by Amendment Number Six, effective as of May 31, 2013, to include work for Negotiation and Outreach activities for both the LMR and LTE Systems, to reallocate the level of effort between the Preliminary Phase and subsequent phase activities for the LMR and LTE Systems, and to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Six.

The Agreement has been previously amended by Amendment Number Seven, effective as of September 5, 2013, to separate the Scope of Work into two separate projects, defined as the LMR System project and the LTE System project, to make revisions to the Agreement as necessary to reflect such two separate projects, to add additional work to Phase 1 of the LMR System project and the Preliminary Phase of the LTE System project, which was not previously contemplated and constituted new scope, and adjust Consultant's Staffing Plan, associated resource levels of effort, and additional cost accordingly to reflect two LA-RICS projects, all as further described in Amendment Number Seven, which increased the Maximum Contract Sum by \$4,889,427 from \$22,418,193 to \$27,307,620.

The Agreement has been previously amended by Amendment Number Eight, effective as of December 12, 2013, (a) to include work to deliver certain LTE Project Description documents for 232 project sites in the LTE System, (b) to reallocate the level of effort between the Preliminary Phase and Phase 1 activities for the LTE System, and (c) to adjust Consultant's Staffing Plan accordingly to reflect the reallocation of such levels of effort, all as further described in Amendment Number Eight, which corrected the Maximum Contract Sum to \$27,317,585.

The Agreement has been previously amended by Amendment Number Nine, effective as of March 11, 2014, to (a) perform certain environmental work including but not limited to, preparing and delivering a CEQA-compliant Environmental Impact Report (EIR) and a NEPA-compliant Environmental Assessment (EA) as well as perform various biological and cultural resource surveys and reports for the LMR Project work under the LMR Project Phase 1, System Design, as described in the Scope of Work, (b) adjust the Appendix A-2 (Staffing Plan) accordingly, and (c) increased the Maximum Contract Sum to account for the scope of work in the amount of \$2,862,080 from \$27,317,585 to \$30,179,665.

The Agreement has been previously amended by Amendment Number Ten, effective May 14, 2014, to reallocate the level of effort between phases of the LMR Project, and to adjust Appendix A-2 (Staffing Plan) accordingly to reflect the reallocation of such levels of effort.

The Agreement has been previously amended by Amendment Number Eleven, effective as of June 5, 2014, to (a) perform certain Cultural Resources environmental work as described in the Scope of Work due to the Authority's increased need for environmental support, and (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for

the increase in scope of work in the amount of \$306,600 from \$30,179,665 to \$30,486,265.

The Agreement has been previously amended by Amendment Number Twelve, effective August 21, 2014, to (a) perform certain environmental work for the LTE System project including, but not limited to, (1) conducting a CEQA statutory exemption analysis and prepare and deliver a Notice of Exemption, (2) preparing and delivering a supplemental NEPA-compliant Environmental Assessment (EA); and (3) increase the level of environmental compliance monitoring efforts to accommodate the compressed construction schedule; all of which is described in the Scope of Work due to the Authority's increased need for environmental support, (b) to adjust Appendix A-2 (Staffing Plan) accordingly to reflect such levels of effort; and (c) increase the Maximum Contract Sum to account for the increase in scope of work in the amount of \$2,011,080 from \$30,486,265 to \$32,497,345.

The Agreement has been previously amended by Amendment No. Thirteen, effective December 31, 2014, to (a) revise Attachment A (Scope of Work) to clarify certain tasks associated with Federal and grant requirements as it relates to the Davis-Bacon Act, (b) to revise Appendix A-2 (Staffing Plan) to reflect an Agreement Budget; (c) revise Attachment B (Rate Schedule) to reflect new positions/staff; and (d) make other certain revisions contemplated in Amendment No. 13.

The Agreement has been previously amended by Amendment No. Fourteen, effective April 16, 2015, to (a) revise Appendix A-2 (Agreement Budget) to reflect the shifting in funds between Phases 1 through 3 for the LMR System to remedy a staff planning error, and (b) to revise Attachment D (Administration of Agreement) to reflect changes in the Consultant's Key Personnel, with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment No. Fifteen, effective May 21, 2015, to (a) reduce the cost for LTE portion of work by \$789,120, to decrease the level of effort apportioned to the LTE project as proposed in the Authority's response to a Corrective Action Plan issued by the National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of the National Telecommunications and Information Administration (NTIA), following direction from the County of Los Angeles (County) and City of Los Angeles (City) to reduce the number of PSBN Sites; (b) from a portion of this reduced cost, increase the level of effort for outreach services by \$685,200 to communicate the projects purpose, needs and benefits, provide information about the sites within the impacted areas, and educate the public on important public safety aspects of the project; and (c) to revise Appendix A-2 (Agreement Budget) to reduce the Maximum Contract Sum by \$103,920 (\$789,120 - \$685,200), from \$32,497,345 to \$32,393,425, when taking the smaller scale PSBN project and increased level of outreach efforts into consideration.

Authority and Consultant desire to further amend the Agreement to (a) increase the level of staffing contemplated in the Agreement to ensure that Work related to the

PSBN portion of the Agreement in regards to claims resolution are successfully completed; (b) increase the Maximum Contract Sum by \$249,680, increasing the Maximum Contract Sum from \$32,393,425 to \$32,643,105, in accordance with the increased level of staffing.

This Amendment No. 16 is authorized under Paragraph 40 of the Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment No. 16, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Consultant hereby agree as follows:

1. Capitalized Terms; Section References.

Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, as amended by this Amendment No. 16. Unless otherwise noted, section references in this Amendment No. 16 refer to sections of the body of the Agreement, as amended by this Amendment No. 16.

2. Section 3.1 is deleted in its entirety, and is replaced by the following:

3.1 In consideration of the performance by Consultant in a manner satisfactory to Authority of the services described in Section 2 above, including receipt and acceptance of such work by Executive Director of the Authority or such person's designee (hereinafter called "Director"), Authority agrees to pay Consultant a maximum not-to-exceed sum of Thirty-Two Million, Six Hundred Forty Three Thousand, One Hundred and Five Dollars (\$32,643,105).

3. Appendix A-2 (Agreement Budget) to Attachment A (Scope of Work) to the Agreement is hereby deleted in its entirety, and is replaced by Appendix A-2 (Agreement Budget) attached to this Amendment No. 16, dated July 2015, and incorporated by this reference.

4. Attachment B (Rate Schedule) to the Agreement is hereby deleted in its entirety, and is replaced by Attachment B (Rate Schedule) attached to this Amendment No. 16, dated July 2015, and incorporated by this reference.

5. This Amendment No. 16 shall become effective as of the date identified in the recitals, which is the date upon which:

5.1 An authorized officer of Consultant has executed this Amendment No. 16;

5.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 16, if required;

- 5.3 Los Angeles County Counsel has approved this Amendment No. 16 as to form; and
- 5.4 The Executive Director of the Authority has executed this Amendment No. 16.
6. Except as expressly provided in this Amendment No. 16, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Consultant and the person executing this Amendment No. 16 on behalf of Consultant represent and warrant that the person executing this Amendment No. 16 for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term and condition of the Agreement, as amended by this Amendment No. 16, and that all requirements of Consultant to provide such actual authority have been fulfilled.
8. This Amendment No. 16 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.
9. This Amendment No. 16 shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State.

* * *

**AMENDMENT NUMBER SIXTEEN TO
AGREEMENT FOR CONSULTANT SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 16 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL
INTEROPERABLE COMMUNICATIONS
SYSTEM AUTHORITY

JACOBS PROJECT MANAGEMENT CO.

By: _____

Patrick J. Mallon
Executive Director

By: _____

Issam Khalaf
Vice President
West Division PMCM

APPROVED AS TO FORM FOR THE LOS
ANGELES REGIONAL INTEROPERABLE
COMMUNICATIONS SYSTEM
AUTHORITY:

MARY WICKHAM
Interim County Counsel

By: _____

Truc L. Moore
Senior Deputy County Counsel

**APPENDIX A-2
AGREEMENT BUDGET**

**Los Angeles Regional Interoperable Communications Systems
(LA-RICS)**

LMR SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$2,341,038
Phase 1 – System Design	\$8,601,446
Phase 2 – Site Construction and Site Modification	\$4,458,737
Phase 3 – Supply LMR System Components	\$717,340
Phase 4 – System Implementation	\$6,565,525
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	\$212,400
LMR System Total	\$22,896,486

LTE SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	\$1,434,602
Phase 1 – System Design	\$845,176
Phase 2 – Site Construction and Site Modification	\$5,288,511
Phase 3 – Supply LTE System Components	\$499,790
Phase 4 – System Implementation	\$1,137,460
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	\$541,080
LTE System Total	\$9,746,619

MAXIMUM CONTRACT SUM	\$32,643,105
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**ATTACHMENT B
RATE SCHEDULE**

Los Angeles Regional Interoperable Communications Systems
(LA-RICS) – Rate/Position Schedule: July 2015

Position	Name	Rate
Program Director	David Roberts	\$180
Program Manager	Arlen Arnold	\$180
Assistant Program Manager	TBD	\$142
Senior Project Manager – Radio System Technology	Rick Polehonka	\$165
Senior Project Manager – Site/Civil	Tom Molina	\$165
Program Controls Manager	Marc Glasser	\$165
Document Control	Vanessa Montes	\$65
Administration	Marina Nguyen	\$55
Administration	Abdul Abdul-Hafiz	\$55
System Manager – LTE	Michael DiPiero	\$160
System Manager – LMR	Chris Odenthal	\$160
Environmental Manager – LTE/LMR	Jim Hoyt	\$160
Environmental Lead	Carl Rykaczewski	\$160
Environmental Lead	Brian Weith	\$160
Subject Matter Expert	TBD	\$160
Senior Specialist	TBD	\$150
Specialist	TBD	\$130
GIS/Graphics Specialist	TBD	\$130
Technical Editor	TBD	\$100
System Design – Backbone Network	Roy Cuevas	\$155
System Design – RF Network	Tony Tricoci	\$155
Supply and Staging – Site Equipment	Nalani Whatley	\$160
Site Assessment	Alexander Van Elden	\$142
Constructability/Design Review	TBD	\$142
Team Leader – Technology	TBD	\$155
Team Leader – Site/Civil	Preeti Parthasarathy	\$155
Construction Manager – Site/Civil	Justin Delfino	\$150
Project Engineer Field Team – Technology	TBD	\$150
Project Engineer Field Team – Site/Civil	Gordan Hayase	\$150
Project Engineer Field Team – Site/Civil	Frank He	\$150
Project Engineer Field Team – Site/Civil	Steve Sanchez	\$150
Project Engineer Field Team – Site/Civil	Riad El Masri	\$150
Project Engineer Field Team – Site/Civil	Rokas Markevicius	\$150
Project Engineer Field Team – Site/Civil	TBD	\$150
Project Engineer Field Team – Site/Civil	TBD	\$150
Contract Administration - Internal	Todd Ritchie	\$160
Community Outreach - Subcontract	Katz	\$195
Environmental – Subcontract	TBD	\$195
Scheduling	Steven Reinhardt	\$142
Scheduler Support	TBD	\$130
Estimating	TBD	\$142
Estimating	TBD	\$142
Warranty Support	TBD	\$160
Labor Compliance	TBD	\$150
Labor Compliance	TBD	\$150