AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING
Thursday, August 27, 2015 • 9:00 a.m.
Kenneth Hahn Hall of Administration
500 West Temple Street, Conference Room 743,
Los Angeles, CA 90012

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

AGENDA POSTED: August 26, 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:	Alternates:
1. **Miguel Santana**, CAO, City of Los Angeles	**Patty Huber**, Asst., CAO, City of Los Angeles
2. **Ralph Terrazas**, Fire Chief, City of Los Angeles Fire Dept.	**Graham Everett**, Asst., Chief, City of Los Angeles Fire Dept.
3. **Charles L. Beck**, Vice Chair, Chief of Police, LA Police Dept.	**Maggie Goodrich**, Chief Information Officer, LA Police Dept.
4. **Sharon Tso**, Chief Legislative Analyst, City of Los Angeles	**Matias Farfan**, Asst., Chief Legislative Analyst, City of Los Angeles
5. **Sachi Hamai**, Chair, CEO, County of Los Angeles	**Tom Tindall**, Director, CEO, County of Los Angeles
6. **Daryl L. Osby**, Fire Chief, County of Los Angeles Fire Dept.	**Chris Bundesen**, Asst., Fire Chief, County of Los Angeles Fire Dept.
7. **Jim McDonnell**, Sheriff, County of Los Angeles Sheriff's Dept.	**Dean Gialamas**, Division Dir., County of Los Angeles Sheriff's Dept.
8. **Cathy Chidester**, Dir., EMS Agency, County of LADHS	**Karolyn Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS
9. **Steven K. Zipperman**, Chief of Police, LA School Police Dept.	**Jose Santome**, Deputy Chief, LA School Police Dept.
10. **Bill Walker**, Fire Chief, City of Alhambra Fire Dept.	**Chris Donovan,** Fire Chief, City of Monrovia Fire Dept.
11. **Larry Giannone**, Chief of Police, City of Sierra Madre Police Dept.	**Joe Ortiz**, Captain, City of Sierra Madre Police Dept.
12. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.	**Sam Olivito**, Executive Dir., CA Contract Cities Assoc.
13. **Kim Raney**, Chief of Police, City of Covina Police Dept.	**David Povero**, Captain, City of Covina Police Dept.
14. **Douglas Prichard**, City Manager, City of Rolling Hills Estates	**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
Priscilla Lara, Board Secretary

LA-RICS

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

I. CALL TO ORDER

II. ANNOUNCE QUORUM – Roll Call

III. PUBLIC COMMENTS

IV. CONSENT CALENDAR – (None)

V. REPORTS (None)

VI. ADMINISTRATIVE MATTERS (A-B)

A. APPROVE AMENDMENT NO. 13 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 and execution of Amendment 13 by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities 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, remains unchanged.

2. Approve Amendment No. 13 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. Remove seventy-seven (77) PSBN Sites from the scope of the PBSN for a cost decrease in the amount of $30,511,394.

   b. Replace one (1) PSBN Site (LAPP001 which will replace LAFD049) and the equipment and Work associated with the replacement of this site with an increase in the amount of $404,053.

   c. Reconcile microwave equipment to align with the final backhaul design resulting in a cost increase in the amount of $813,381.

LA-RICS

d. Identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment ordered, manufactured and/or delivered and installed in an increased amount of $10,727,207.

e. Account for site construction changes at an additional cost in the amount of $482,923.

f. Account for corrections in costs to certain miscalculations for a cost decrease in the amount of $25,854.

g. Account for various site reconciliations and corresponding adjustments for a cost decrease in the amount of $6,304,207.

h. Authorize the reduction in the Maximum Contract Sum by $24,413,891 ($36,841,455 – $12,427,564 when taking the above cost increases and reductions into consideration) from $153,885,697 to $129,471,804.

3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 13.

4. Delegate authority to the Executive Director to execute Amendment No. 13 in substantially similar form to the enclosed Amendment.

Agenda Item A: Enclosure

B. AMENDMENT NO. 17 FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

It is recommended that your Board:

1. Approve Amendment No. 17 to the Project and Construction Management Services contract with Jacobs, in substantially similar form to the Enclosure, which revises the contract to:

   a. Increase the environmental scope of services for the LMR System portion of the contract for the development of nine (9) NEPA-compliant EAs, associated biological and cultural resources, surveys and record searches and reports as well as required environmental compliance monitoring effort in the amount of $3,442,250.

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b. Reallocate funds from subsequent phases to Phase 1 to continue Phase 1 LMR activities while the environmental work is in progress in the amount of $1,961,996.

c. Reduce costs through implementation of various staff efficiencies in subsequent phases for a cost decrease of $2,443,700, which will partially offset the increase to the Maximum Contract Sum.

d. Increase the Maximum Contract Sum by $2,960,546 ($3,442,250 + $1,961,996 - $2,443,700 when taking increases and cost savings into consideration) from $32,643,105 to $35,603,651.

2. Delegate authority to the Executive Director to execute Amendment No. 17 with Jacobs, substantially similar in form to the Enclosure.

Agenda Item B: Enclosure

VII. MISCELLANEOUS – (None)

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

IX. CLOSED SESSION REPORT

Conference with Legal Counsel – Anticipated Litigation (subdivision (d) (2) and (d) (4) of Government Code Section 54956.9) (2 cases)

X. ADJOURNMENT and NEXT REGULAR MEETING:

Thursday, September 10, 2015, at 9:00 a.m., at the Grace E. Simons Lodge.

LA-RICS

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.

LA-RICS

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

August 27, 2015

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

Dear Directors:

APPROVE AMENDMENT NO. 13 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 removal of seventy-seven (77) PSBN Sites from the scope of the PSBN; (b) the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site; (c) reconcile microwave equipment to align with the final backhaul design; (d) identify excess equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed; (e) make changes necessary to reflect site construction changes; (f) make changes necessary to remedy certain miscalculations; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites; with (i) all actions resulting in a net decrease in the Maximum Contract Sum by $24,413,891 to $129,471,804. Amendment No. 13 will be substantially similar in form to the Enclosure.

RECOMMENDED ACTIONS

It is recommended that your Board:

AGENDA ITEM A

1. Find that the approval and execution of Amendment 13 by the LA-RICS Authority does not result in any change to the PSBN project, or to the circumstances under which the project is being undertaken, and that the determination that these activities 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, remains unchanged.

2. Approve Amendment No. 13 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. Remove seventy-seven (77) PSBN Sites from the scope of the PBSN for a cost decrease in the amount of $30,511,394.

   b. Replace one (1) PSBN Site (LAPP001 which will replace LAFD049) and the equipment and Work associated with the replacement of this site with an increase in the amount of $404,053.

   c. Reconcile microwave equipment to align with the final backhaul design resulting in a cost increase in the amount of $813,381.

   d. Identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment ordered, manufactured and/or delivered and installed in an increased amount of $10,727,207.

   e. Account for site construction changes at an additional cost in the amount of $482,923.

   f. Account for corrections in costs to certain miscalculations for a cost decrease in the amount of $25,854.

   g. Account for various site reconciliations and corresponding adjustments for a cost decrease in the amount of $6,304,207.

   h. Authorize the reduction in the Maximum Contract Sum by $24,413,891 ($36,841,455 – $12,427,564 when taking the above cost increases and reductions into consideration) from $153,885,697 to $129,471,804.

3. Allow for the issuance of one or more Notices to Proceed for the Work contemplated in Amendment No. 13.

4. Delegate authority to the Executive Director to execute Amendment No. 13 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 Long Term Evolution (LTE) broadband technology to approximately 34,000 first responder and 17,000 secondary responder personnel to the greater Los Angeles region.

Following actions by the Los Angeles County (County) Board of Supervisors and the City of Los Angeles (City) City Council in March and April 2015, the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grants Management Division, on behalf of NTIA, notified the Authority on April 3, 2015, of a suspension of all work, with certain limited exceptions, 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 losses in coverage and capacity.

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. 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.

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 (a) the removal of 77 PSBN Sites from the scope of the PBSN; (b) the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site; (c) reconcile microwave equipment to align with the final backhaul design; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed; (e) make changes necessary to reflect site construction changes; (f) make changes necessary to remedy certain miscalculations; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites; and (i) which when taking all actions into consideration results in a cost reduction.

As previously mentioned to your Board, it was necessary to reconcile the Agreement to reflect a drop in PSBN Sites commensurate with the adopted CAP plan. This

Amendment No. 13 reflects the dropping of 77 PSBN Sites from the PSBN and the resultant reduction in costs associated with this work. The $30,511,394 decrease includes the removal of all equipment ordered for these sites and service fees that was never executed, however, the equipment previously procured and unable to be returned were brought back in same dollar amount in this amendment and identified as potential excess equipment, with the additions of restocking fees for equipment that was unable to be returned, in the amount of $10,727,207. However, the Authority continues to work closely with Motorola to negotiate and further reconcile the Agreement and schedule of payments to reflect additional changes in scope resulting from the loss of PSBN Sites.

Amendment No. 13 also reflects the replacement of one PSBN Site. A Los Angeles Harbor Police site (LAPP001) has replaced a Los Angeles City Fire Department site (LAFD049) that is located within the same vicinity, which resulted in an increase.

As the Authority and Motorola are entering the final stages reconciliation of the Agreement, it was necessary to make many adjustments. Such reconciliations include reconciling microwave equipment to align with the final backhaul design. Further, Amendment No. 13 identifies $10,727,207 in equipment for PSBN Sites that have since been dropped from the design, but where equipment has already been ordered, manufactured and/or delivered and installed and deemed allegedly unreturnable by Motorola and its Suppliers. Such equipment may be considered excess and the Authority is working diligently to determine whether the equipment was properly ordered, properly cancelled in accordance with Authority direction, what equipment can be returned/restocked or used to satisfy spare equipment required for the successful operation of the PSBN, and that corresponding purchase orders, invoices, and shipment documents have been properly turned over to the Authority.

Additional reconciliations contemplated in Amendment No. 13 included a portion of site construction changes that are above scope for the current agreement, while other site reconciliations and corresponding adjustments are contemplated within scope of Phases 1 through 4 which resulted in a cost reduction.

Lastly, Amendment No. 13 remedies certain miscalculations that have resulted over the course of the various amendments that have previously been presented to your Board. The pricing schedule for the PSBN Agreement is highly complex and extensive and has lent itself to transposing and formulation errors. As such, each amendment the Authority brings forth corrects any previous miscalculations.

The project team continues to work closely with Motorola to reconcile the remaining outstanding work items and expects to present an additional amendment to your Board as soon as costs and terms and conditions are successfully negotiated with Motorola.

ENVIRONMENTAL DOCUMENTATION

On March 6, 2014 and thereafter, the Board determined that design, construction, implementation, operation, and maintenance of the PSBN project (also known as the LTE Project) collectively and individually at the PSBN sites were exempt from review under the CEQA pursuant to Public Resources Code Section 21080.25, the statutory exemption adopted specifically for the LA-RICS project. Approval of this Amendment No. 13 does not result in any change to the PSBN project and the determination that these activities are exempt from CEQA remains unchanged. As the CEQA Lead Agency, the LA-RICS Authority has determined that all of the work meets the statutory exemption. This determination is supported by substantial evidence in the custody of the Authority, which is incorporated in relevant part into the record of proceedings.

FISCAL IMPACT/FINANCING

The work to be performed under Amendment No. 13 is fully reimbursable under the BTOP grant awarded by the Department of Commerce's National Telecommunications and Information Administration, with the exception of the match requirement.

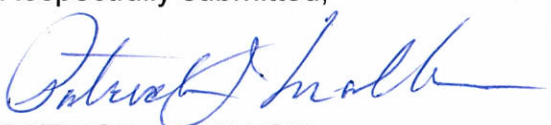
FACTS AND PROVISIONS/LEGAL REQUIREMENT

The Authority's counsel has reviewed the recommended actions.

CONCLUSION

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

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Enclosure

c: Counsel to the Authority

AGENDA ITEM A

AMENDMENT NUMBER THIRTEEN

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

Recitals

This Amendment Number Thirteen (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 13") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of August _____, 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 was 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 preconstruction 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.

The Agreement was previously amended by Amendment Number Eleven, effective July 16, 2015, 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 parties acknowledged that the Maximum Contract Sum would be adjusted down accordingly in future amendments reducing the scope of the PSBN Project.

The Agreement was previously amended by Amendment Number Twelve, effective August 13, 2015, to (a) account for the removal of forty-two (42) sites from the scope of the PBSN; (b) make changes necessary to reflect the removal of tower foundations from seven (7) PSBN Sites as part of construction restoration Work to return the sites to preconstruction conditions in the amount of $37,607; (c) make changes necessary to include construction restoration Work for one (1) PSBN Site (LASDCVS) to return the site to preconstruction conditions in the amount of $19,800; (d) make changes necessary to reflect the inclusion and purchase of 5,000 Universal Integrated Circuit Cards (UICC) in the amount of $245,000; (e) make changes necessary to reflect the inclusion and purchase of five (5) CISCO routers and five (5) corresponding units of data service in the amount of $17,500; (f) make changes necessary to reflect site construction changes in the amount of $150,740 (g) make changes necessary to remedy certain miscalculations in cost in the amount of

$165,422; (h) make the changes necessary to reflect a cost reduction for forty-two (42) terminated PSBN Sites in the amount of $12,989,223; (i) resulting in a reduction in the Maximum Contract Sum by $12,353,154 ($12,989,223 – $636,069 when taking the above cost increases into consideration) from $166,238,851 to $153,885,697; and (j) to make other certain changes as set forth in the Amendment No. 12.

Authority and Contractor desire to further amend the Agreement to (a) account for the removal of seventy-seven (77) PSBN Sites from the scope of the PBSN; (b) account for the replacement of one (1) PSBN Site (LAPP001 replacing LAFD049) and the equipment and Work associated with the replacement of this site with an increased amount of $404,053; (c) reconcile microwave equipment to align with the final backhaul design with an increased amount of $813,381; (d) identify equipment for PSBN Sites that have since been dropped from the PSBN design where such equipment had already been ordered, manufactured and/or delivered and installed with an increased amount of $10,727,207; (e) make changes necessary to reflect site construction changes with an increased amount of $482,923; (f) make changes necessary to remedy certain miscalculations resulting in a cost reduction of $25,854; (g) make changes necessary to reflect various site reconciliations and corresponding adjustments resulting in a cost reduction of $6,304,207; (h) make changes necessary to reflect a cost reduction for seventy-seven (77) terminated PSBN Sites in the amount of $30,511,394; (i) all actions decreasing the Maximum Contract Sum by $24,413,891 ($36,841,455 – $12,427,564 when taking the above cost increases and reductions into consideration) from $153,885,697 to $129,471,804; and (h) to make other certain changes as set forth in the Amendment No. 13.

This Amendment No. 13 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. 13, 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. 13 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 13.

2. Amendments to Base Document.

   2.1 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 Twenty-Nine Million, Four Hundred Seventy-One Thousand, Eight Hundred and Four Dollars ($129,471,804)

which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

2.2 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 One Hundred Fifty-Four Million, Six Hundred One Thousand, Five Hundred Twenty-One Dollars ($154,601,521). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

3. Removal of 77 Sites from PSBN. The parties agree and acknowledge that the seventy-seven (77) sites, listed below, will no longer be considered for inclusion in the PSBN, no further Work will occur at these sites. The parties further agree and acknowledge that the Contract Sum for each of these removed 77 sites will be reduced according to the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions are set forth in the relevant portions of Exhibit C (Schedule of Payments), in particular Exhibit C.15 (Site Construction Changes). These reductions do not reflect any Contractor claims for additional above-scope work at any of these sites. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the Contractor's claims for Project Management expenses.

REMOVAL OF PSBN SITES – AMENDMENT NO. 13		
Item No.	**Site ID**	**Site Description**
3.1	BGPD001	Bell Gardens Police Department
3.2	BHR	City of Beverly Hills
3.3	BPPD001	Baldwin Park Police Department
3.4	BRK	Los Angeles County
3.5	BURPD01	Burbank Police Department
3.6	CJP	Carlton J. Peterson Park
3.7	CULV001	Culver City Communications Tower
3.8	GDWP001	Glendale Water and Power UOC
3.9	GLNDL23	Glendale Fire Department
3.10	GLNDL24	Glendale Fire Department
3.11	GLNDL28	Glendale Fire Department
3.12	LACF024	Los Angeles County Fire Department
3.13	LACF028	Los Angeles County Fire Department
3.14	LACF030	Los Angeles County Fire Department

REMOVAL OF PSBN SITES – AMENDMENT NO. 13		
Item No.	**Site ID**	**Site Description**
3.15	LACF056	Los Angeles County Fire Department
3.16	LACF069	Los Angeles County Fire Department
3.17	LACF071	Los Angeles County Fire Department
3.18	LACF072	Los Angeles County Fire Department
3.19	LACF076	Los Angeles County Fire Department
3.20	LACF077	Los Angeles County Fire Department
3.21	LACF080	Los Angeles County Fire Department
3.22	LACF084	Los Angeles County Fire Department
3.23	LACF091	Los Angeles County Fire Department
3.24	LACF099	Los Angeles County Fire Department
3.25	LACF102	Los Angeles County Fire Department
3.26	LACF105	Los Angeles County Fire Department
3.27	LACF106	Los Angeles County Fire Department
3.28	LACF118	Los Angeles County Fire Department
3.29	LACF129	Los Angeles County Fire Department
3.30	LACF146	Los Angeles County Fire Department
3.31	LACF149	Los Angeles County Fire Department
3.32	LACF151	Los Angeles County Fire Department
3.33	LACF153	Los Angeles County Fire Department
3.34	LACF154	Los Angeles County Fire Department
3.35	LACF157	Los Angeles County Fire Department
3.36	LACF159	Los Angeles County Fire Department
3.37	LACF164	Los Angeles County Fire Department
3.38	LACF169	Los Angeles County Fire Department
3.39	LACF171	Los Angeles County Fire Department
3.40	LACF173	Los Angeles County Fire Department
3.41	LACF192	Los Angeles County Fire Department
3.42	LACF194	Los Angeles County Fire Department
3.43	LACFCP02	Los Angeles County Fire Department
3.44	LACFCP14	Los Angeles County Fire Department
3.45	LAFD005	Los Angeles City Fire Department
3.46	LAFD016	Los Angeles City Fire Department
3.47	LAFD042	Los Angeles City Fire Department
3.48	LAFD044	Los Angeles City Fire Department
3.49	LAFD047	Los Angeles City Fire Department
3.50	LAFD049	Los Angeles City Fire Department
3.51	LAFD055	Los Angeles City Fire Department
3.52	LAFD061	Los Angeles City Fire Department
3.53	LAFD074	Los Angeles City Fire Department
3.54	LAFD076	Los Angeles City Fire Department
3.55	LAFD077	Los Angeles City Fire Department
3.56	LAFD080	Los Angeles City Fire Department
3.57	LAFD081	Los Angeles City Fire Department
3.58	LAFD084	Los Angeles City Fire Department
3.59	LAFD085	Los Angeles City Fire Department
3.60	LAFD088	Los Angeles City Fire Department
3.61	LAFD093	Los Angeles City Fire Department
3.62	LAFD094	Los Angeles City Fire Department
3.63	LAFD095	Los Angeles City Fire Department
3.64	LAFD097	Los Angeles City Fire Department

REMOVAL OF PSBN SITES – AMENDMENT NO. 13		
Item No.	**Site ID**	**Site Description**
3.65	LAFD101	Los Angeles City Fire Department
3.66	LAPDVDC	Los Angeles Police Department
3.67	LASDCVS	Los Angeles County Sherriff Department
3.68	MOR	Mount Olivet Reservoir
3.69	MTW	Mount Washington
3.70	SCH	San Pedro City Hall
3.71	SVP	San Vicente Peak
3.72	LACF101	Los Angeles County Fire Department
3.73	LACF054	Los Angeles County Fire Department
3.74	BAH	Baldwin Hills
3.75	CCB	Compton Court Building
3.76	LAFD069	Los Angeles City Fire Department
3.77	LBECOC	Long Beach Emergency Communications Operations Center

4. Site Construction Changes: The parties agree and acknowledge that the Authority requested that the Contractor perform the Work items identified in Exhibit C.15 (Site Construction Changes) of Exhibit C (Schedule of Payments), each of which is above the scope of the Contract. The parties further agree and acknowledge that the dollar amount of each of the Work items identified in Exhibit C.15 (Site Construction Changes), and the total of all of those amounts, which is $482,923, represents a full and final accord and satisfaction of all claims and costs incurred by Contractor and its subcontractors for that item of work, inclusive of all overhead and markup. Contractor agrees the Contractor shall on a timely basis and in accordance with this Amendment and the Agreement, fully perform, provide, complete, and deliver all Work encompassed in such Work, in exchange for the amounts set forth in Exhibit C.15 (Site Construction Changes) of Exhibit C (Schedule of Payments).

5. Amendments to Agreement Exhibits.

5.1 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. 13, which is incorporated by this reference.

5.2 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. 13, which is incorporated by this reference.

5.3 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. 13, which is incorporated by this reference.

5.4 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. 13, which is incorporated by this reference.

5.5 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. 13, which is incorporated by this reference.

5.6 Exhibit C.12 (Cell on Wheels) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.13 (Cell on Wheels) to Exhibit C (Schedule of Payments) attached to this Amendment No. 13, which is incorporated by this reference.

5.7 Exhibit C.15 (Site Construction Changes) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.15 (Site Construction Changes) to Exhibit C (Schedule of Payments) attached to this Amendment No. 13, which is incorporated by this reference.

6. This Amendment No. 13 shall become effective as of the date identified in the recitals, which is the date upon which:

6.1 An authorized agent of Contractor has executed this Amendment No. 13;

6.2 Los Angeles County Counsel has approved this Amendment No. 13 as to form;

6.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority to execute this Amendment No. 13; and

6.4 The Executive Director of the Authority has executed this Amendment No. 13.

7. Except as expressly provided in this Amendment No. 13, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

8. Contractor and the person executing this Amendment No. 13 on behalf of Contractor represent and warrant that the person executing this Amendment No. 13 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 13, and that all requirements of Contractor to provide such actual authority have been fulfilled.

9. This Amendment No. 13 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 THIRTEEN

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. 13 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

By: _____

Patrick J. Mallon
Executive Director

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

MOTOROLA SOLUTIONS, INC.

By: _____

SCHEDULE OF PAYMENTS
EXHIBIT C.1 - PSBN PAYMENT SUMMARY

Description	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Less 10% Holdback Amount
Phase 1 - System Design	$ -	$ 14,460,588	$ 1,206,987	$ 13,253,601
Phase 2 - Site Construction and Site Modification	$ -	$ 24,168,164	$ 2,416,804	$ 21,751,360
Phase 3 - Supply PSBN Components	$ -	$ 25,870,764	$ 1,861,180	$ 24,009,584
Phase 4 - PSBN Implementation	$ -	$ 11,357,771	$ 1,135,831	$ 10,221,940
Subtotal (Phases 1 to 4)	**$ -**	**$ 75,857,287**	**$ 6,620,802**	**$ 69,236,485**
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**	**$ 75,857,287**	**$ 9,857,776**	**$ 98,369,255**
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**	**$ 80,399,541**	**$ 11,187,836**	**$ 110,339,785**
Phase 1 Work for 15 Cell-on-Wheels (COWs)	$ -	$ 411,975	$ 41,175	$ 370,800
Phase 2 Work for 15 Cell-on-Wheels (COWs)	$ -	$ 1,197,000	$ 119,715	$ 1,077,285
Phase 3 Work for 15 Cell-on-Wheels (COWs)	$ -	$ 1,922,706	$ 192,279	$ 1,730,427
Phase 4 Work for 15 Cell-on-Wheels (COWs)	$ -	$ 125,175	$ 12,525	$ 112,650
Restoration Work	$ -	$ 2,378,664	$ -	$ -
Fiber Optic Equipment and Related Work	$ -	$ 1,275,000	$ 2,000	$ 18,000
Site Construction Changes	$ -	$ 633,663	$ 63,375	$ 570,290
TOTAL CONTRACT SUM	**$88,343,724**			
MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum)	**$129,471,804**			

*** 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).

AGENDA ITEM A - ENCLOSURE

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]	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_ARCPD001	$ -	$ 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~~	$ -	$ 30,772	$ 3,077	$ 27,695
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~~	$ -	$ 35,450	$ 3,545	$ 31,905
~~A.3.3~~	~~Burnt Peak_BUR~~	$ -	$ 12,031	$ 1,203	$ 10,828
~~A.3.3~~	~~Burbank PD_BURPD01~~	$ -	$ 30,772	$ 3,077	$ 27,695
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	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	FS 5_FS5	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Gardena_GARD001	$ -	$ 37,492	$ 3,749	$ 33,743
~~A.3.3~~	~~Glendale Civic Center_GCC~~	$ -	$ 7,617	$ 762	$ 6,855
~~A.3.3~~	~~Glendale Water & Power UOC_GDWP001~~	$ -	$ 35,570	$ 3,557	$ 32,013
~~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
~~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~~	$ -	$ 32,894	$ 3,289	$ 29,605

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]	Contract Sum - Payable Amount[Note 1]	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~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 53_LACF053~~	$ -	$ 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~~	$ -	$ 35,570	$ 3,557	$ 32,013
~~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
~~A.3.3~~	~~FS 161_LACF161~~	$ -	$ 13,754	$ 1,375	$ 12,379
~~A.3.3~~	~~FS 162_LACF162~~	$ -	$ 13,754	$ 1,375	$ 12,379

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]	Contract Sum - Payable Amount[Note 1]	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.3.3~~	~~FS 163_LACF163~~	$ -	$ 13,754	$ 1,375	$ 12,379
~~A.3.3~~	~~FS 164_LACF164~~	$ -	$ 33,042	$ 3,304	$ 29,738
~~A.3.3~~	~~FS 169_LACF169~~	$ -	$ 36,713	$ 3,671	$ 33,042
~~A.3.3~~	~~FS 171_LACF171~~	$ -	$ 30,772	$ 3,077	$ 27,695
~~A.3.3~~	~~FS 173_LACF173~~	$ -	$ 30,772	$ 3,077	$ 27,695
~~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~~	$ -	$ 33,042	$ 3,304	$ 29,738
~~A.3.3~~	~~FS 194_LACF194~~	$ -	$ 36,713	$ 3,671	$ 33,042
~~A.3.3~~	~~CP 2_LACFCP02~~	$ -	$ 19,694	$ 1,969	$ 17,725
~~A.3.3~~	~~CP 9_LACFCP09~~	$ -	$ 13,754	$ 1,375	$ 12,379
~~A.3.3~~	~~CP 14_LACFCP14~~	$ -	$ 19,694	$ 1,969	$ 17,725
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~~	$ -	$ 7,616	$ 762	$ 6,854
~~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~~	$ -	$ 32,894	$ 3,289	$ 29,605
~~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~~	$ -	$ -	$ -	$ -
~~A.3.3~~	~~FS 055_LAFD055~~	$ -	$ 36,713	$ 3,671	$ 33,042
~~A.3.3~~	~~FS 061_LAFD061~~	$ -	$ 32,894	$ 3,289	$ 29,605
~~A.3.3~~	~~FS 066_LAFD066~~	$ -	$ 36,713	$ 3,671	$ 33,042
~~A.3.3~~	~~FS 074_LAFD074~~	$ -	$ 35,570	$ 3,557	$ 32,013
~~A.3.3~~	~~FS 076_LAFD076~~	$ -	$ 35,570	$ 3,557	$ 32,013
~~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~~	$ -	$ 35,570	$ 3,557	$ 32,013
~~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	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	77TH Street Area Complex_LAPD077	$ -	$ 30,772	$ 3,077	$ 27,695
~~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	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Hollenbeck Area station_LAPDHLB	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Hollywood Area station_LAPDHWD	$ -	$ 39,389	$ 3,939	$ 35,450
A.3.3	Mission Area station_LAPDMIS	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Northeast Area station_LAPDNED	$ -	$ 37,492	$ 3,749	$ 33,743

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]	Contract Sum - Payable Amount[Note 1]	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Pacific Area station_LAPDPAC	$ -	$ 36,713	$ 3,671	$ 33,042
A.3.3	Rampart Area station_LAPDRAM	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Topanga Area station_LAPDTOP	$ -	$ 37,492	$ 3,749	$ 33,743
~~A.3.3~~	~~Valley Dispatch Center_LAPDVDC~~	$ -	$ 30,772	$ 3,077	$ 27,695
A.3.3	Van Nuys Area station_LAPDVNS	$ -	$ 30,772	$ 3,077	$ 27,695
A.3.3	Wilshire Area station_LAPDWIL	$ -	$ 36,713	$ 3,671	$ 33,042
A.3.3	West Los Angeles Area station_LAPDWLA	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	West Valley Area facility_LAPDWVD	$ -	$ 37,492	$ 3,749	$ 33,743
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	$ -	$ 37,492	$ 3,749	$ 33,743
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	$ -	$ 37,492	$ 3,749	$ 33,743
~~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_MBFD001~~	$ -	$ 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~~	$ -	$ 37,492	$ 3,749	$ 33,743
~~A.3.3~~	~~FS 2_MRFD002~~	$ -	$ 20,524	$ 2,052	$ 18,472
~~A.3.3~~	~~FS 3_MTBFD03~~	$ -	$ 7,617	$ 762	$ 6,855
~~A.3.3~~	~~Mount Washington_MTW~~	$ -	$ 18,356	$ 1,836	$ 16,520
A.3.3	Goodrich_PASA001	$ -	$ 37,492	$ 3,749	$ 33,743
~~A.3.3~~	~~FS 33_PASFD33~~	$ -	$ 674	$ 67	$ 607
A.3.3	Puente Hills_PHN	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Palmdale_PLM	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	$ -	$ 30,772	$ 3,077	$ 27,695
~~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_SMFD002~~	$ -	$ 7,617	$ 762	$ 6,855
~~A.3.3~~	~~South Gate PD_SOGTPD~~	$ -	$ -	$ -	$ -

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]	Contract Sum - Payable Amount[Note 1]	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~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~~	$ -	$ 7,617	$ 762	$ 6,855
~~A.3.3~~	~~FS 2_TORFD02~~	$ -	$ 7,617	$ 762	$ 6,855
~~A.3.3~~	~~FS 3_TORFD03~~	$ -	$ 7,617	$ 762	$ 6,855
~~A.3.3~~	~~FS 4_TORFD04~~	$ -	$ 7,617	$ 762	$ 6,855
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	$ -	$ 37,492	$ 3,749	$ 33,743
~~A.3.3~~	~~FS 4_WCFD004~~	$ -	$ 7,617	$ 762	$ 6,855
~~A.3.3~~	~~FS 5_WCFD005~~	$ -	$ 7,617	$ 762	$ 6,855
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	$ -	$ 553,631	$ 55,363	$ 498,268
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		**$ -**	**$ 14,051,002**	**$ 1,168,027**	**$ 12,882,975**
ADDITIONAL SITES (AMENDMENT NO. 8)					
A.3.3	Site Design Per Site:				
~~A.3.3~~	~~FS 101_LACF101 (replacing CLRMPD1)~~	$ -	$ 35,570	$ 3,557	$ 32,013
A.3.3	Oat Mountain_ONK	$ -	$ 36,713	$ 3,671	$ 33,042
~~A.3.3~~	~~Rolling Hills Transit_RHT~~	$ -	$ 674	$ -	$ 674
A.3.3	San Dimas_SDW	$ -	$ 37,492	$ 3,749	$ 33,743
A.3.3	Verdugo Peak City_VPC	$ -	$ 37,492	$ 3,749	$ 33,743
~~A.3.3~~	~~FS 54_LACF054 (replacing SOGTPD)~~	$ -	$ 8,965	$ 897	$ 8,068
Total for Additional Sites (Amendment No. 8)		**$ -**	**$ 156,906**	**$ 15,623**	**$ 141,283**
ADDITIONAL SITES (AMENDMENT NO. 9)					
A.3.3	Site Design Per Site:				
~~A.3.3~~	~~Baldwin Hills_BAH~~	$ -	$ 30,772	$ 3,077	$ 27,695
A.3.3	~~Compton Court Building_CCB~~	$ -	$ 2,877	$ 288	$ 2,589
A.3.3	FS 69_LAFD069 (Replacing LAFD019)	$ -	$ 13,820	$ 1,382	$ 12,438
A.3.3	FS 12_LBFD012N (Replacing LBFD012(O))	$ -	$ 38,166	$ 3,817	$ 34,349
~~A.3.3~~	~~City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)~~	$ -	$ 38,840	$ 3,884	$ 34,956
A.3.3	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	$ -	$ 40,064	$ 4,006	$ 36,058
Total for Additional Sites (Amendment No. 9)		**$ -**	**$ 164,539**	**$ 16,454**	**$ 148,085**
POWER LOAD STUDY COSTS (AMENDMENT NO. 7)					
	Power Load Study Costs				
A.3.3	~~Power Load Study_CCB~~	$ -	$ 6,222	$ -	$ 6,222
A.3.3	Power Load Study_CCT	$ -	$ 6,222	$ -	$ 6,222
Total for Power Load Study Costs		**$ -**	**$ 12,444**	**$ -**	**$ 12,444**
MOBILE HOSE DRYER RACKS (AMENDMENT NO. 7)					
A.3.3	Mobile Hose Dryer Racks		$ 6,864		$ 6,864
Total for Mobile Hose Dryer Racks		**$ -**	**$ 6,864**	**$ -**	**$ 6,864**

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]	Contract Sum - Payable Amount[Note 1]	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
SITE WORK PERFORMED FOR POTENTIAL SITE(S) (AMENDMENT NO. 9)					
A.3.3	Site Design Per Site:				
A.3.3	~~Mount Lee_MLE~~	$ -	$ 674	$ 67	$ 607
Total for Site Work Performed for Potential Site(s) (Amendment No. 9)		**$ -**	**$ 674**	**$ 67**	**$ 607**
ADDITIONAL SITE (AMENDMENT NO. 11)					
A.3.3	Site Design Per Site:				
A.3.3	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**
ADDITIONAL SITE (AMENDMENT NO. 13)					
A.3.3	Site Design Per Site:				
A.3.3	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	$ -	$ 36,713	$ 3,671	$ 33,042
Total for Additional Site (Amendment No. 13)		**$ -**	**$ 36,713**	**$ 3,671**	**$ 33,042**
TOTAL FOR PHASE 1 - SYSTEM DESIGN:		**$ -**	**$ 14,460,588**	**$ 1,206,987**	**$ 13,253,601**

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.

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:	-	$ -	$ -	$ -	$ -	$ -
~~A.4.1~~	~~Alhambra PD_ALHPD01~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Arcadia PD_ARCPD01	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Azusa PD_AZPD001	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Bell Gardens PD_BGPD001~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Beverly Hills Rexford Drive_BHR~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Bald Mountain_BMT	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Baldwin Park PD_BPPD001~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Blue Rock_BRK~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Burnt Peak_BUR~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Burbank PD_BURPD01~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Criminal Court Building_CCT	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Century_CEN	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Carlton J. Peterson Park_CJP~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Claremont Microwave Tower_CLM	8,847	$ 1,406	$ -	$ 10,253	$ 1,025	$ 9,228
~~A.4.1~~	~~Claremont PD_CLRMPD1~~			$ -	$ -	$ -	$ -
~~A.4.1~~	~~FS 2_CPTFD02~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	FS 4_CPTFD04	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Culver City Communications Tower_CULV001~~	-	$ 1,406	$ -	$ 1,406	$ 141	$ 1,265
~~A.4.1~~	~~Downey PD_DWNYPD1~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	El Monte PD_ELMNTPD	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~El Segundo PD_ELSGDPD~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	FCCF -HQ_FCCF	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	FS 5_FS5	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Gardena_GARD001	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~Glendale Civic Center_GCC~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Glendale Water & Power UOC_GDWP001~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 23_GLNDL23~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 24_GLNDL24~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 28_GLNDL28~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 3_LACF003~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 4_LACF004~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 16_LACF016~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 21_LACF021~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 23_LACF023~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 24_LACF024~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 28_LACF028~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 30_LACF030~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 31_LACF031~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 38_LACF038~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 44_LACF044~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 48_LACF048~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 50_LACF050~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 53_LACF053~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 56_LACF056~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 58_LACF058~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 59_LACF059~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 61_LACF061~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 65_LACF065~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 68_LACF068~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 69_LACF069~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 71_LACF071~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 72_LACF072~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 73_LACF073~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 76_LACF076~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 77_LACF077~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 78_LACF078~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 79_LACF079~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 80_LACF080~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 81_LACF081~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 83_LACF083~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 84_LACF084~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 85_LACF085~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 86_LACF086~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 87_LACF087~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 88_LACF088~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 90_LACF090~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 91_LACF091~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 92_LACF092~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.4.1~~	~~FS 93_LACF093~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 95_LACF095~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 96_LACF096~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 98_LACF098~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 99_LACF099~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 102_LACF102~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 105_LACF105~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 106_LACF106~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 107_LACF107~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS108_LACF108~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 111_LACF111~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 112_LACF112~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 114_LACF114~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 117_LACF117~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 118_LACF118~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 120_LACF120~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 123_LACF123~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 129_LACF129~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 132_LACF132~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 140_LACF140~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 141_LACF141~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 144_LACF144~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 146_LACF146~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 149_LACF149~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 151_LACF151~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS153_LACF153~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 154_LACF154~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 157_LACF157~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 159_LACF159~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 161_LACF161~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 162_LACF162~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 163_LACF163~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 164_LACF164~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 169_LACF169~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 171_LACF171~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 173_LACF173~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 181_LACF181~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 183_LACF183~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 184_LACF184~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 187_LACF187~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 188_LACF188~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 192_LACF192~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 194_LACF194~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~CP 2_LACFCP02~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~CP 9_LACFCP09~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~CP 14_LACFCP14~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	LAC/OLIVEVIEW+UCLA_LACOLV	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	LAC/USC MEDICAL CENTER_LACUSC	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 005_LAFD005~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 012_LAFD012~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 015_LAFD015~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 016_LAFD016~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 019_LAFD019~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.1~~	~~FS 029_LAFD029~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 035_LAFD035~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 042_LAFD042~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 044_LAFD044~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 047_LAFD047~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 049_LAFD049~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.1~~	~~FS 055_LAFD055~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 061_LAFD061~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 066_LAFD066~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 074_LAFD074~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 076_LAFD076~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 077_LAFD077~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 079_LAFD079~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 080_LAFD080~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 081_LAFD081~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 082_LAFD082~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 084_LAFD084~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 085_LAFD085~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.4.1~~	~~FS 088_LAFD088~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 093_LAFD093~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 094_LAFD094~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 095_LAFD095~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 096_LAFD096~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 097_LAFD097~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 101_LAFD101~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 105_LAFD105~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 114_LAFD114~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Hermosa HQ_LALG100~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Zuma Lifeguard HQ_LALG300~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Lifeguard Division_LALG-HQ~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Lancaster_LAN	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	77TH Street Area Complex_LAPD077	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Central Area Complex_LAPDCEN~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Devonshire Area station_LAPDDVN	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Foothill Area station_LAPDFTH	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Hollenbeck Area station_LAPDHLB	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Hollywood Area station_LAPDHWD	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Mission Area station_LAPDMIS	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Northeast Area station_LAPDNED	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	North Hollywood Area Station_LAPDNHD	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Newton_LAPDNWT	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Olympic Area station_LAPDOLY	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Pacific Area station_LAPDPAC	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Rampart Area station_LAPDRAM	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Topanga Area station_LAPDTOP	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~Valley Dispatch Center_LAPDVDC~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Van Nuys Area station_LAPDVNS	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Wilshire Area station_LAPDWIL	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	West Los Angeles Area station_LAPDWLA	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	West Valley Area facility_LAPDWVD	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Altadena_LASDALD	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Carson_LASDCSN	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Crescenta Valley_LASDCVS~~	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Industry_LASDIDT	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Lakewood_LASDLKD	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Lennox (Closed)_LASDLNX	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	North County Correctional Facility_LASDNCC	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Norwalk_LASDNWK	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Pico Rivera_LASDPRV	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Santa Clarita Valley_LASDSCV	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	San Dimas_LASDSDM	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Temple_LASDTEM	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 2_LBFD002~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 6_LBFD006~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 9_LBFD009~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 12_LBFD012~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.1~~	~~FS 13_LBFD013~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 21_LBFD021~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~HQ_LBFD026~~	-	$ -	$ -	$ -	$ -	$ -
A.4.1	HQ_LBPDHQ	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Sylmar Converter Station - E_LDWP220~~	-	$ -	$ -	$ -	$ -	$ -
A.4.1	Lost Hills/Malibu_LHS	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~FS 2_LVFD002~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~La Verne PD_LVRNPD~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 1_MBFD001~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Mira Loma Detention Facility_MLM	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~Monrovia PD_MNRVPD~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Montebello PD_MNTBLPD~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Monterey Park PD_MNTPKPD~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Mount Olivet Reservoir_MOR~~	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~FS 2_MRFD002~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 3_MTBFD03~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Mount Washington_MTW~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Goodrich_PASA001	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~FS 33_PASFD33~~	-	$ -	$ -	$ -	$ -	$ -
A.4.1	Puente Hills_PHN	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	Palmdale_PLM	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.4.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 2_RDBFD02~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Redondo Beach PD_RDNBPD~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~Reservoir Hill_REH~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~San Pedro City Hall_SCH~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Southeast Area station_SEP	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~FS 3_SFSFD03~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 4_SFSFD04~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	South L.A._SLA	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~FS 2_SMFD002~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~South Gate PD_SOGTPD~~			$ -	$ -	$ -	$ -
~~A.4.1~~	~~San Vicente Peak_SVP~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Southwest Area station_SWP	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
~~A.4.1~~	~~City Hall Radio Tower_TORC001~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 2_TORFD02~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 3_TORFD03~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 4_TORFD04~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	FS 1_VEFD001	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	FS 3_VEFD003	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.1	Walnut/Diamond Bar_WAL	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~FS 4_WCFD004~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
~~A.4.1~~	~~FS 5_WCFD005~~		$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	West Hollywood_WHD	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.2	Site Preparation Per Site:	-	$ -	$ -	$ -	$ -	$ -
~~A.4.2~~	~~Alhambra PD_ALHPD01~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Arcadia PD_ARCPD01	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
A.4.2	Azusa PD_AZPD001	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~Bell Gardens PD_BGPD001~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Beverly Hills Rexford Drive_BHR~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Bald Mountain_BMT	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~Baldwin Park PD_BPPD001~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Blue Rock_BRK~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~Burnt Peak_BUR~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~Burbank PD_BURPD01~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Criminal Court Building_CCT	19,080	$ 3,032	$ -	$ 22,112	$ 2,211	$ 19,901
A.4.2	Century_CEN	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~Carlton J. Peterson Park_CJP~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Claremont Microwave Tower_CLM	5,020	$ 798	$ -	$ 5,818	$ 582	$ 5,236
~~A.4.2~~	~~Claremont PD_CLRMPD1~~			$ -	$ -	$ -	$ -
~~A.4.2~~	~~FS 2_CPTFD02~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	FS 4_CPTFD04	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~Culver City Communications Tower_CULV001~~	-	$ 798	$ -	$ 798	$ 80	$ 718
~~A.4.2~~	~~Downey PD_DWNYPD1~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	El Monte PD_ELMNTPD	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~El Segundo PD_ELSGDPD~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	FCCF -HQ_FCCF	5,021	$ 3,232	$ -	$ 8,253	$ 825	$ 7,428
A.4.2	FS 5_FS5	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
A.4.2	Gardena_GARD001	5,021	$ 3,232	$ -	$ 8,253	$ 825	$ 7,428
~~A.4.2~~	~~Glendale Civic Center_GCC~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~Glendale Water & Power UOC_GDWP001~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 23_GLNDL23~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 24_GLNDL24~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 28_GLNDL28~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 3_LACF003~~	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~FS 4_LACF004~~	20,974	$ 3,232	$ -	$ 24,206	$ 2,421	$ 21,785
~~A.4.2~~	~~FS 16_LACF016~~	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~FS 21_LACF021~~	18,758	$ 3,232	$ -	$ 21,990	$ 2,199	$ 19,791
~~A.4.2~~	~~FS 23_LACF023~~	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~FS 24_LACF024~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 28_LACF028~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 30_LACF030~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 31_LACF031~~	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~FS 38_LACF038~~	13,616	$ 3,232	$ -	$ 16,848	$ 1,685	$ 15,163
~~A.4.2~~	~~FS 44_LACF044~~	18,781	$ 4,052	$ -	$ 22,833	$ 2,283	$ 20,550
~~A.4.2~~	~~FS 48_LACF048~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 50_LACF050~~	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~FS 53_LACF053~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 56_LACF056~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 58_LACF058~~	13,616	$ 3,232	$ -	$ 16,848	$ 1,685	$ 15,163

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.4.2~~	~~FS 59_LACF059~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 61_LACF061~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 65_LACF065~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 68_LACF068~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 69_LACF069~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 71_LACF071~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 72_LACF072~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 73_LACF073~~	3,921	$ 4,052	$ -	$ 7,973	$ 797	$ 7,176
~~A.4.2~~	~~FS 76_LACF076~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 77_LACF077~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 78_LACF078~~	18,781	$ 4,052	$ -	$ 22,833	$ 2,283	$ 20,550
~~A.4.2~~	~~FS 79_LACF079~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 80_LACF080~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 81_LACF081~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 83_LACF083~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 84_LACF084~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 85_LACF085~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 86_LACF086~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 87_LACF087~~	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~FS 88_LACF088~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 90_LACF090~~	13,616	$ 3,232	$ -	$ 16,848	$ 1,685	$ 15,163
~~A.4.2~~	~~FS 91_LACF091~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 92_LACF092~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 93_LACF093~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 95_LACF095~~	20,340	$ 3,232	$ -	$ 23,572	$ 2,357	$ 21,215
~~A.4.2~~	~~FS 96_LACF096~~	13,373	$ 3,232	$ -	$ 16,605	$ 1,661	$ 14,944
~~A.4.2~~	~~FS 98_LACF098~~	25,887	$ 3,232	$ -	$ 29,119	$ 2,912	$ 26,207
~~A.4.2~~	~~FS 99_LACF099~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 102_LACF102~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 105_LACF105~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 106_LACF106~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 107_LACF107~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS108_LACF108~~	18,781	$ 4,052	$ -	$ 22,833	$ 2,283	$ 20,550
~~A.4.2~~	~~FS 111_LACF111~~	25,973	$ 4,052	$ -	$ 30,025	$ 3,003	$ 27,022
~~A.4.2~~	~~FS 112_LACF112~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 114_LACF114~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 117_LACF117~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 118_LACF118~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 120_LACF120~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 123_LACF123~~	18,781	$ 4,052	$ -	$ 22,833	$ 2,283	$ 20,550
~~A.4.2~~	~~FS 129_LACF129~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 132_LACF132~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 140_LACF140~~	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
~~A.4.2~~	~~FS 141_LACF141~~	18,781	$ 4,052	$ -	$ 22,833	$ 2,283	$ 20,550
~~A.4.2~~	~~FS 144_LACF144~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 146_LACF146~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 149_LACF149~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 151_LACF151~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS153_LACF153~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 154_LACF154~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 157_LACF157~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 159_LACF159~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 161_LACF161~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 162_LACF162~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 163_LACF163~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 164_LACF164~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 169_LACF169~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 171_LACF171~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 173_LACF173~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 181_LACF181~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 183_LACF183~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 184_LACF184~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 187_LACF187~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 188_LACF188~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 192_LACF192~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 194_LACF194~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~CP 2_LACFCP02~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~CP 9_LACFCP09~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~CP 14_LACFCP14~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	19,080	$ 3,032	$ -	$ 22,112	$ 2,211	$ 19,901
A.4.2	LAC/OLIVEVIEW+UCLA_LACOLV	19,080	$ 3,032	$ -	$ 22,112	$ 2,211	$ 19,901
A.4.2	LAC/USC MEDICAL CENTER_LACUSC	19,080	$ 3,032	$ -	$ 22,112	$ 2,211	$ 19,901

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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~~A.4.2~~	~~FS 005_LAFD005~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 012_LAFD012~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 015_LAFD015~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 016_LAFD016~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 019_LAFD019~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.2~~	~~FS 029_LAFD029~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 035_LAFD035~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 042_LAFD042~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 044_LAFD044~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 047_LAFD047~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 049_LAFD049~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.2~~	~~FS 055_LAFD055~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 061_LAFD061~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 066_LAFD066~~	13,617	$ 3,232	$ -	$ 16,849	$ 1,685	$ 15,164
~~A.4.2~~	~~FS 074_LAFD074~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 076_LAFD076~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 077_LAFD077~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 079_LAFD079~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 080_LAFD080~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 081_LAFD081~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 082_LAFD082~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 084_LAFD084~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 085_LAFD085~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 088_LAFD088~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 093_LAFD093~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 094_LAFD094~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 095_LAFD095~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 096_LAFD096~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 097_LAFD097~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 101_LAFD101~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 105_LAFD105~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 114_LAFD114~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Hermosa HQ_LALG100~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Zuma Lifeguard HQ_LALG300~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~Lifeguard Division_LALG HQ~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	Lancaster_LAN	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	77TH Street Area Complex_LAPD077	19,082	$ 3,232	$ -	$ 22,314	$ 2,231	$ 20,083
~~A.4.2~~	~~Central Area Complex_LAPDCEN~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	Devonshire Area station_LAPDDVN	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
A.4.2	Foothill Area station_LAPDFTH	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	Hollenbeck Area station_LAPDHLB	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
A.4.2	Hollywood Area station_LAPDHWD	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
A.4.2	Mission Area station_LAPDMIS	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	Northeast Area station_LAPDNED	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	North Hollywood Area Station_LAPDNHD	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
A.4.2	Newton_LAPDNWT	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	Olympic Area station_LAPDOLY	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
A.4.2	Pacific Area station_LAPDPAC	-	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	Rampart Area station_LAPDRAM	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
A.4.2	Topanga Area station_LAPDTOP	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
~~A.4.2~~	~~Valley Dispatch Center_LAPDVDC~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Van Nuys Area station_LAPDVNS	25,806	$ 3,232	$ -	$ 29,038	$ 2,904	$ 26,134
A.4.2	Wilshire Area station_LAPDWIL	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	West Los Angeles Area station_LAPDWLA	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
A.4.2	West Valley Area facility_LAPDWVD	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
A.4.2	Altadena_LASDALD	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
A.4.2	Carson_LASDCSN	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
~~A.4.2~~	~~Crescenta Valley_LASDCVS~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Industry_LASDIDT	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	Lakewood_LASDLKD	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	Lennox (Closed)_LASDLNX	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	North County Correctional Facility_LASDNCC	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	Norwalk_LASDNWK	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	Pico Rivera_LASDPRV	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	Santa Clarita Valley_LASDSCV	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
A.4.2	San Dimas_LASDSDM	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	Temple_LASDTEM	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
~~A.4.2~~	~~FS 2_LBFD002~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 6_LBFD006~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 9_LBFD009~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 12_LBFD012~~	-	$ -	$ -	$ -	$ -	$ -

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.4.2~~	~~FS 13_LBFD013~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 21_LBFD021~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~HQ_LBFD026~~	-	$ -	$ -	$ -	$ -	$ -
A.4.2	HQ_LBPDHQ	19,081	$ 3,032	$ -	$ 22,113	$ 2,211	$ 19,902
~~A.4.2~~	~~Sylmar Converter Station _E_LDWP220~~	-	$ -	$ -	$ -	$ -	$ -
A.4.2	Lost Hills/Malibu_LHS	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
~~A.4.2~~	~~FS 2_LVFD002~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~La Verne PD_LVRNPD~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 1_MBFD001~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	Mira Loma Detention Facility_MLM	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
~~A.4.2~~	~~Monrovia PD_MNRVPD~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~Montebello PD_MNTBLPD~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Monterey Park PD_MNTPKPD~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Mount Olivet Reservoir_MOR~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 2_MRFD002~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 3_MTBFD03~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Mount Washington_MTW~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	Goodrich_PASA001	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
~~A.4.2~~	~~FS 33_PASFD33~~	-	$ -	$ -	$ -	$ -	$ -
A.4.2	Puente Hills_PHN	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	Palmdale_PLM	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
A.4.2	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	25,806	$ 3,232	$ -	$ 29,038	$ 2,904	$ 26,134
~~A.4.2~~	~~FS 2_RDBFD02~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~Redondo Beach PD_RDNBPD~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~Reservoir Hill_REH~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~San Pedro City Hall_SCH~~	-	$ 3,032	$ -	$ 3,032	$ 303	$ 2,729
A.4.2	Southeast Area station_SEP	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
~~A.4.2~~	~~FS 3_SFSFD03~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 4_SFSFD04~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	South L.A._SLA	5,021	$ 3,232	$ -	$ 8,253	$ 825	$ 7,428
~~A.4.2~~	~~FS 2_SMFD002~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~South Gate PD_SOGTPD~~			$ -	$ -	$ -	$ -
~~A.4.2~~	~~San Vicente Peak_SVP~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Southwest Area station_SWP	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
~~A.4.2~~	~~City Hall Radio Tower_TORC001~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 2_TORFD02~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 3_TORFD03~~		$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
~~A.4.2~~	~~FS 4_TORFD04~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	FS 1_VEFD001	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	FS 3_VEFD003	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.2	Walnut/Diamond Bar_WAL	11,745	$ 4,052	$ -	$ 15,797	$ 1,580	$ 14,217
~~A.4.2~~	~~FS 4_WCFD004~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
~~A.4.2~~	~~FS 5_WCFD005~~		$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	West Hollywood_WHD	25,506	$ 4,052	$ -	$ 29,558	$ 2,956	$ 26,602
A.4.3	Construct Site Improvements Per Site:	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~Alhambra PD_ALHPD01~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Arcadia PD_ARCPD01	138,543	$ 22,732	$ -	$ 161,275	$ 16,128	$ 145,147
A.4.3	Azusa PD_AZPD001	198,620	$ 22,732	$ -	$ 221,352	$ 22,135	$ 199,217
~~A.4.3~~	~~Bell Gardens PD_BGPD001~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Beverly Hills Rexford Drive_BHR~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Bald Mountain_BMT	131,284	$ 20,858	$ -	$ 152,142	$ 15,214	$ 136,928
~~A.4.3~~	~~Baldwin Park PD_BPPD001~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Blue Rock_BRK~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Burnt Peak_BUR~~	-	$ 16,763	$ -	$ 16,763	$ 1,676	$ 15,087
~~A.4.3~~	~~Burbank PD_BURPD01~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Criminal Court Building_CCT	21,037	$ 9,988	$ -	$ 31,025	$ 3,103	$ 27,922
A.4.3	Century_CEN	131,284	$ 20,858	$ -	$ 152,142	$ 15,214	$ 136,928
~~A.4.3~~	~~Carlton J. Peterson Park_CJP~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	Claremont Microwave Tower_CLM	16,528	$ 2,626	$ -	$ 19,154	$ 1,915	$ 17,239
~~A.4.3~~	~~Claremont PD_CLRMPD1~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~FS 2_CPTFD02~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	FS 4_CPTFD04	131,283	$ 22,732	$ -	$ 154,015	$ 15,402	$ 138,613
~~A.4.3~~	~~Culver City Communications Tower_CULV001~~	-	$ 2,626	$ -	$ 2,626	$ 263	$ 2,363
~~A.4.3~~	~~Downey PD_DWNYPD1~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	El Monte PD_ELMNTPD	217,217	$ 20,858	$ -	$ 238,075	$ 23,808	$ 214,267
~~A.4.3~~	~~El Segundo PD_ELSGDPD~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	FCCF -HQ_FCCF	16,529	$ 22,732	$ -	$ 39,261	$ 3,926	$ 35,335
A.4.3	FS 5_FS5	69,111	$ 22,732	$ -	$ 91,843	$ 9,184	$ 82,659
A.4.3	Gardena_GARD001	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273

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~~A.4.3~~	~~Glendale Civic Center_GCC~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~Glendale Water & Power UOC_GDWP001~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 23_GLNDL23~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 24_GLNDL24~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 28_GLNDL28~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 3_LACF003~~	248,552	$ 22,732	$ -	$ 271,284	$ 27,128	$ 244,156
~~A.4.3~~	~~FS 4_LACF004~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 16_LACF016~~	222,983	$ 22,732	$ -	$ 245,715	$ 24,572	$ 221,143
~~A.4.3~~	~~FS 21_LACF021~~	14,504	$ 20,858	$ -	$ 35,362	$ 3,536	$ 31,826
~~A.4.3~~	~~FS 23_LACF023~~	172,577	$ 22,732	$ -	$ 195,309	$ 19,531	$ 175,778
~~A.4.3~~	~~FS 24_LACF024~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 28_LACF028~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 30_LACF030~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 31_LACF031~~	36,113	$ 22,732	$ -	$ 58,845	$ 5,885	$ 52,960
~~A.4.3~~	~~FS 38_LACF038~~	169,681	$ 20,858	$ -	$ 190,539	$ 19,054	$ 171,485
~~A.4.3~~	~~FS 44_LACF044~~	16,246	$ 22,732	$ -	$ 38,978	$ 3,898	$ 35,080
~~A.4.3~~	~~FS 48_LACF048~~	131,283	$ 22,732	$ -	$ 154,015	$ 15,402	$ 138,613
~~A.4.3~~	~~FS 50_LACF050~~	130,232	$ 22,732	$ -	$ 152,964	$ 15,296	$ 137,668
~~A.4.3~~	~~FS 53_LACF053~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 56_LACF056~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 58_LACF058~~	164,041	$ 20,858	$ -	$ 184,899	$ 18,490	$ 166,409
~~A.4.3~~	~~FS 59_LACF059~~	246,844	$ 22,732	$ -	$ 269,576	$ 26,958	$ 242,618
~~A.4.3~~	~~FS 61_LACF061~~	26,298	$ 20,858	$ -	$ 47,156	$ 4,716	$ 42,440
~~A.4.3~~	~~FS 65_LACF065~~	255,808	$ 20,858	$ -	$ 276,666	$ 27,667	$ 248,999
~~A.4.3~~	~~FS 68_LACF068~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 69_LACF069~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 71_LACF071~~	-	$ 16,383	$ -	$ 16,383	$ 1,638	$ 14,745
~~A.4.3~~	~~FS 72_LACF072~~	-	$ 16,383	$ -	$ 16,383	$ 1,638	$ 14,745
~~A.4.3~~	~~FS 73_LACF073~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 76_LACF076~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 77_LACF077~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 78_LACF078~~	107,672	$ 20,858	$ -	$ 128,530	$ 12,853	$ 115,677
~~A.4.3~~	~~FS 79_LACF079~~	130,231	$ 20,858	$ -	$ 151,089	$ 15,109	$ 135,980
~~A.4.3~~	~~FS 80_LACF080~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 81_LACF081~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 83_LACF083~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 84_LACF084~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 85_LACF085~~	241,885	$ 22,732	$ -	$ 264,617	$ 26,462	$ 238,155
~~A.4.3~~	~~FS 86_LACF086~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 87_LACF087~~	131,284	$ 20,858	$ -	$ 152,142	$ 15,214	$ 136,928
~~A.4.3~~	~~FS 88_LACF088~~	-	$ 16,383	$ -	$ 16,383	$ 1,638	$ 14,745
~~A.4.3~~	~~FS 90_LACF090~~	74,965	$ 22,732	$ -	$ 97,697	$ 9,770	$ 87,927
~~A.4.3~~	~~FS 91_LACF091~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 92_LACF092~~	130,231	$ 22,732	$ -	$ 152,963	$ 15,296	$ 137,667
~~A.4.3~~	~~FS 93_LACF093~~	142,025	$ 22,732	$ -	$ 164,757	$ 16,476	$ 148,281
~~A.4.3~~	~~FS 95_LACF095~~	227,213	$ 20,858	$ -	$ 248,071	$ 24,807	$ 223,264
~~A.4.3~~	~~FS 96_LACF096~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 98_LACF098~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 99_LACF099~~	-	$ 16,383	$ -	$ 16,383	$ 1,638	$ 14,745
~~A.4.3~~	~~FS 102_LACF102~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 105_LACF105~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 106_LACF106~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 107_LACF107~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS108_LACF108~~	10,011	$ 20,858	$ -	$ 30,869	$ 3,087	$ 27,782
~~A.4.3~~	~~FS 111_LACF111~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 112_LACF112~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 114_LACF114~~	131,283	$ 20,858	$ -	$ 152,141	$ 15,214	$ 136,927
~~A.4.3~~	~~FS 117_LACF117~~	260,345	$ 22,732	$ -	$ 283,077	$ 28,308	$ 254,769
~~A.4.3~~	~~FS 118_LACF118~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 120_LACF120~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 123_LACF123~~	16,246	$ 22,732	$ -	$ 38,978	$ 3,898	$ 35,080
~~A.4.3~~	~~FS 129_LACF129~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 132_LACF132~~	190,806	$ 20,858	$ -	$ 211,664	$ 21,166	$ 190,498
~~A.4.3~~	~~FS 140_LACF140~~	21,038	$ 20,858	$ -	$ 41,896	$ 4,190	$ 37,706
~~A.4.3~~	~~FS 141_LACF141~~	25,607	$ 20,858	$ -	$ 46,465	$ 4,647	$ 41,818
~~A.4.3~~	~~FS 144_LACF144~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 146_LACF146~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 149_LACF149~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 151_LACF151~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS153_LACF153~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 154_LACF154~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 157_LACF157~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.4.3~~	~~FS 159_LACF159~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 161_LACF161~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 162_LACF162~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 163_LACF163~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 164_LACF164~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 169_LACF169~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 171_LACF171~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 173_LACF173~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 181_LACF181~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 183_LACF183~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 184_LACF184~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 187_LACF187~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 188_LACF188~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 192_LACF192~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 194_LACF194~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~CP 2_LACFCP02~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~CP 9_LACFCP09~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~CP 14_LACFCP14~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	21,038	$ 9,988	$ -	$ 31,026	$ 3,103	$ 27,923
A.4.3	LAC/OLIVEVIEW+UCLA_LACOLV	21,037	$ 11,862	$ -	$ 32,899	$ 3,290	$ 29,609
A.4.3	LAC/USC MEDICAL CENTER_LACUSC	21,038	$ 9,988	$ -	$ 31,026	$ 3,103	$ 27,923
~~A.4.3~~	~~FS 005_LAFD005~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 012_LAFD012~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 015_LAFD015~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 016_LAFD016~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 019_LAFD019~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~FS 029_LAFD029~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 035_LAFD035~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 042_LAFD042~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 044_LAFD044~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 047_LAFD047~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 049_LAFD049~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~FS 055_LAFD055~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 061_LAFD061~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 066_LAFD066~~	205,873	$ 22,732	$ -	$ 228,605	$ 22,861	$ 205,744
~~A.4.3~~	~~FS 074_LAFD074~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 076_LAFD076~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 077_LAFD077~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 079_LAFD079~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 080_LAFD080~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 081_LAFD081~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 082_LAFD082~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 084_LAFD084~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 085_LAFD085~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 088_LAFD088~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 093_LAFD093~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 094_LAFD094~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 095_LAFD095~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 096_LAFD096~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 097_LAFD097~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 101_LAFD101~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 105_LAFD105~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 114_LAFD114~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Hermosa HQ_LALG100~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Zuma Lifeguard HQ_LALG300~~	-	$ 18,256	$ -	$ 18,256	$ 1,826	$ 16,430
~~A.4.3~~	~~Lifeguard Division_LALG HQ~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Lancaster_LAN	69,111	$ 22,732	$ -	$ 91,843	$ 9,184	$ 82,659
A.4.3	77TH Street Area Complex_LAPD077	21,036	$ 22,732	$ -	$ 43,768	$ 4,377	$ 39,391
~~A.4.3~~	~~Central Area Complex_LAPDCEN~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	Devonshire Area station_LAPDDVN	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	Foothill Area station_LAPDFTH	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273
A.4.3	Hollenbeck Area station_LAPDHLB	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273
A.4.3	Hollywood Area station_LAPDHWD	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	Mission Area station_LAPDMIS	69,111	$ 20,858	$ -	$ 89,969	$ 8,997	$ 80,972
A.4.3	Northeast Area station_LAPDNED	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273
A.4.3	North Hollywood Area Station_LAPDNHD	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	Newton_LAPDNWT	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	Olympic Area station_LAPDOLY	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273
A.4.3	Pacific Area station_LAPDPAC	-	$ 22,732	$ -	$ 165,810	$ 16,581	$ 149,229
A.4.3	Rampart Area station_LAPDRAM	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273
A.4.3	Topanga Area station_LAPDTOP	69,111	$ 22,732	$ -	$ 91,843	$ 9,184	$ 82,659
~~A.4.3~~	~~Valley Dispatch Center_LAPDVDC~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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A.4.3	Van Nuys Area station_LAPDVNS	21,036	$ 22,732	$ -	$ 43,768	$ 4,377	$ 39,391
A.4.3	Wilshire Area station_LAPDWIL	131,285	$ 20,858	$ -	$ 152,143	$ 15,214	$ 136,929
A.4.3	West Los Angeles Area station_LAPDWLA	69,111	$ 22,732	$ -	$ 91,843	$ 9,184	$ 82,659
A.4.3	West Valley Area facility_LAPDWVD	69,111	$ 22,732	$ -	$ 91,843	$ 9,184	$ 82,659
A.4.3	Altadena_LASDALD	143,078	$ 22,732	$ -	$ 165,810	$ 16,581	$ 149,229
A.4.3	Carson_LASDCSN	143,078	$ 22,732	$ -	$ 165,810	$ 16,581	$ 149,229
~~A.4.3~~	~~Crescenta Valley_LASDCVS~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Industry_LASDIDT	203,284	$ 22,732	$ -	$ 226,016	$ 22,602	$ 203,414
A.4.3	Lakewood_LASDLKD	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	Lennox (Closed)_LASDLNX	143,078	$ 22,732	$ -	$ 165,810	$ 16,581	$ 149,229
A.4.3	North County Correctional Facility_LASDNCC	69,111	$ 20,858	$ -	$ 89,969	$ 8,997	$ 80,972
A.4.3	Norwalk_LASDNWK	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	Pico Rivera_LASDPRV	198,620	$ 20,858	$ -	$ 219,478	$ 21,948	$ 197,530
A.4.3	Santa Clarita Valley_LASDSCV	203,284	$ 22,732	$ -	$ 226,016	$ 22,602	$ 203,414
A.4.3	San Dimas_LASDSDM	80,905	$ 20,858	$ -	$ 101,763	$ 10,176	$ 91,587
A.4.3	Temple_LASDTEM	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
~~A.4.3~~	~~FS 2_LBFD002~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 6_LBFD006~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 9_LBFD009~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 12_LBFD012~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~FS 13_LBFD013~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 21_LBFD021~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~HQ_LBFD026~~	-	$ -	$ -	$ -	$ -	$ -
A.4.3	HQ_LBPDHQ	21,038	$ 9,988	$ -	$ 31,026	$ 3,103	$ 27,923
~~A.4.3~~	~~Sylmar Converter Station - E_LDWP220~~	-	$ -	$ -	$ -	$ -	$ -
A.4.3	Lost Hills/Malibu_LHS	69,111	$ 20,858	$ -	$ 89,969	$ 8,997	$ 80,972
~~A.4.3~~	~~FS 2_LVFD002~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~La Verne PD_LVRNPD~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 1_MBFD001~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Mira Loma Detention Facility_MLM	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
~~A.4.3~~	~~Monrovia PD_MNRVPD~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Montebello PD_MNTBLPD~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~Monterey Park PD_MNTPKPD~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~Mount Olivet Reservoir_MOR~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 2_MRFD002~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 3_MTBFD03~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Mount Washington_MTW~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Goodrich_PASA001	69,111	$ 22,732	$ -	$ 91,843	$ 9,184	$ 82,659
~~A.4.3~~	~~FS 33_PASFD33~~	-	$ -	$ -	$ -	$ -	$ -
A.4.3	Puente Hills_PHN	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273
A.4.3	Palmdale_PLM	80,905	$ 22,732	$ -	$ 103,637	$ 10,364	$ 93,273
A.4.3	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	73,618	$ 20,858	$ -	$ 94,476	$ 9,448	$ 85,028
~~A.4.3~~	~~FS 2_RDBFD02~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~Redondo Beach PD_RDNBPD~~		$ 19,178	$ -	$ 19,178	$ 1,918	$ 17,260
~~A.4.3~~	~~Reservoir Hill_REH~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~San Pedro City Hall_SCH~~	-	$ 9,988	$ -	$ 9,988	$ 999	$ 8,989
A.4.3	Southeast Area station_SEP	143,078	$ 22,732	$ -	$ 165,810	$ 16,581	$ 149,229
~~A.4.3~~	~~FS 3_SFSFD03~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 4_SFSFD04~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772

SCHEDULE OF PAYMENTS

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A.4.3	South L.A._SLA	16,529	$ 22,732	$ -	$ 39,261	$ 3,926	$ 35,335
~~A.4.3~~	~~FS 2_SMFD002~~		$ 17,305	$ -	$ 17,305	$ 1,731	$ 15,574
~~A.4.3~~	~~South Gate PD_SOGTPD~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~San Vicente Peak_SVP~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	Southwest Area station_SWP	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
~~A.4.3~~	~~City Hall Radio Tower_TORC001~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 2_TORFD02~~		$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
~~A.4.3~~	~~FS 3_TORFD03~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 4_TORFD04~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	FS 1_VEFD001	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	FS 3_VEFD003	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
A.4.3	Walnut/Diamond Bar_WAL	80,905	$ 20,858	$ -	$ 101,763	$ 10,176	$ 91,587
~~A.4.3~~	~~FS 4_WCFD004~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
~~A.4.3~~	~~FS 5_WCFD005~~		$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	West Hollywood_WHD	131,285	$ 20,858	$ -	$ 152,143	$ 15,214	$ 136,929
Base 22.2.2	Builder's Risk Insurance	173,938	$ -	$ -	$ 173,938	$ 17,394	$ 156,544
Base 22.3.2	Performance Bond for Phase 2 – Site Construction and Site Modification	288,800	$ -	$ -	$ 288,800	$ 28,880	$ 259,920
Base 22.3.3	Materials and Labor Bond for Phase 2 – Site Construction and Site Modification	Included	$ -	$ -	$ -	$ -	$ -
Subtotal:		**$ 12,453,118**	**$ 5,803,582**	**$ -**	**$ 18,420,119**	**$ 1,841,996**	**$ 16,578,123**
ADDITIONAL SITES (AMENDMENT NO. 8)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
~~A.4.1~~	~~FS 101_LACF101 (replacing CLRMPD1)~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	Oat Mountain_ONK	6,375	$ -	$ -	$ 6,375	$ 638	$ 5,737
~~A.4.1~~	~~Rolling Hills Transit_RHT~~	-	$ -	$ -	$ -	$ -	$ -
A.4.1	San Dimas_SDW	8,847	$ -	$ -	$ 8,847	$ 885	$ 7,962
A.4.1	Verdugo Peak City_VPC	8,847	$ -	$ -	$ 8,847	$ 885	$ 7,962
~~A.4.1~~	~~FS 54_LACF054 (replacing SOGTPD)~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.2	Site Preparation Per Site:			$ -	$ -		
~~A.4.2~~	~~FS 101_LACF101 (replacing CLRMPD1)~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	Oat Mountain_ONK	25,505	$ -	$ -	$ 25,505	$ 2,551	$ 22,954
~~A.4.2~~	~~Rolling Hills Transit_RHT~~	-	$ -	$ -	$ -	$ -	$ -
A.4.2	San Dimas_SDW	11,745	$ -	$ -	$ 11,745	$ 1,175	$ 10,570
A.4.2	Verdugo Peak City_VPC	5,021	$ -	$ -	$ 5,021	$ 502	$ 4,519
~~A.4.2~~	~~FS 54_LACF054 (replacing SOGTPD)~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.3	Construct Site Improvements Per Site:			$ -	$ -		
~~A.4.3~~	~~FS 101_LACF101 (replacing CLRMPD1)~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
A.4.3	Oat Mountain_ONK	143,079	$ -	$ -	$ 143,079	$ 14,308	$ 128,771
~~A.4.3~~	~~Rolling Hills Transit_RHT~~		$ -	$ -	$ -	$ -	$ -
A.4.3	San Dimas_SDW	80,905	$ -	$ -	$ 80,905	$ 8,091	$ 72,814
A.4.3	Verdugo Peak City_VPC	16,529	$ -	$ -	$ 16,529	$ 1,653	$ 14,876
~~A.4.3~~	~~FS 54_LACF054 (replacing SOGTPD)~~	-	$ 22,732	$ -	$ 22,732	$ 2,273	$ 20,459
Total for Additional Sites (Amendment No. 8)		**$ 306,853**	**$ 54,774**	**$ -**	**$ 361,627**	**$ 36,164**	**$ 325,463**

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	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:						
~~A.4.1~~	~~Baldwin Hills_BAH~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.1~~	~~Compton Court Building_CCB~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.1~~	~~FS 69_LAFD069 (Replacing LAFD019)~~	-	$ 1,013	$ -	$ 1,013	$ 101	$ 912
A.4.1	FS 12_LBFD012N (Replacing LBFD012(O))	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
~~A.4.1~~	~~City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)~~	8,847	$ 1,013	$ -	$ 9,860	$ 986	$ 8,874
A.4.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.2	Site Preparation Per Site:			$ -			
~~A.4.2~~	~~Baldwin Hills_BAH~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.2~~	~~Compton Court Building_CCB~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.2~~	~~FS 69_LAFD069 (Replacing LAFD019)~~	-	$ 4,052	$ -	$ 4,052	$ 405	$ 3,647
A.4.2	FS 12_LBFD012N (Replacing LBFD012(O))	11,745	$ 3,232	$ -	$ 14,977	$ 1,498	$ 13,479
~~A.4.2~~	~~City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)~~	-	$ 3,232	$ -	$ 3,232	$ 323	$ 2,909
A.4.2	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	25,505	$ 4,052	$ -	$ 29,557	$ 2,956	$ 26,601
A.4.3	Construct Site Improvements Per Site:				$ -		
~~A.4.3~~	~~Baldwin Hills_BAH~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~Compton Court Building_CCB~~	-	$ -	$ -	$ -	$ -	$ -
~~A.4.3~~	~~FS 69_LAFD069 (Replacing LAFD019)~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	FS 12_LBFD012N (Replacing LBFD012(O))	69,111	$ 20,858	$ -	$ 89,969	$ 8,997	$ 80,972
~~A.4.3~~	~~City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)~~	-	$ 20,858	$ -	$ 20,858	$ 2,086	$ 18,772
A.4.3	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)		**$ 261,715**	**$ 102,052**	**$ -**	**$ 363,767**	**$ 36,377**	**$ 327,390**
ADDITIONAL SITE (AMENDMENT NO. 11)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Parking Lot at Pasadena PD_PASDNPD	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.2	Site Preparation Per Site:				$ -	$ -	$ -
A.4.2	Parking Lot at Pasadena PD_PASDNPD	25,806	$ 4,052	$ -	$ 29,858	$ 2,986	$ 26,872
A.4.3	Construct Site Improvements Per Site:				$ -		
A.4.3	Parking Lot at Pasadena PD_PASDNPD	21,036	$ 20,858	$ -	$ 41,894	$ 4,189	$ 37,705
Total for Additional Site (Amendment No. 11)		**$ 53,217**	**$ 25,923**	**$ -**	**$ 79,140**	**$ 7,914**	**$ 71,226**
ADDITIONAL SITE (AMENDMENT NO. 13)							
A.4.1	General Criteria for Phase 2 – Site Construction & Site Modification Per Site:						
A.4.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	6,375	$ 1,013	$ -	$ 7,388	$ 739	$ 6,649
A.4.2	Site Preparation Per Site:				$ -	$ -	$ -
A.4.2	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	20,341	$ 3,232	$ -	$ 23,573	$ 2,357	$ 21,216
A.4.3	Construct Site Improvements Per Site:				$ -		
A.4.3	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	131,284	$ 22,732	$ -	$ 154,016	$ 15,402	$ 138,614
Total for Additional Site (Amendment No. 13)		**$ 158,000**	**$ 26,977**	**$ -**	**$ 184,977**	**$ 18,498**	**$ 166,479**

SCHEDULE OF PAYMENTS

EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

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	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
EXCESS EQUIPMENT (AMENDMENT NO. 13)							
	72 Hour GenSet	321,756	$ -	$ -	$ 321,756	$ 32,176	$ 289,580
	24 Hour GenSet	167,328	$ -		$ 167,328	$ 16,733	$ 150,595
	PPC	309,304	$ -	$ -	$ 309,304	$ 30,930	$ 278,374
	70' Monopole	1,142,536	$ -		$ 1,142,536	$ 114,254	$ 1,028,282
	70' Monopole Platforms	213,045	$ -		$ 213,045	$ 21,305	$ 191,740
	Hose Tower	2,063,171	$ -	$ -	$ 2,063,171	$ 206,317	$ 1,856,854
	Flagpole	108,855	$ -		$ 108,855	$ 10,886	$ 97,969
	Monopine	180,052	$ -	$ -	$ 180,052	$ 18,005	$ 162,047
	Towers Stopped in Fabrication	180,052	$ -		$ 180,052	$ 18,005	$ 162,047
	Towers Stopped in Engineering	13,860	$ -	$ -	$ 15,015	$ 1,502	$ 13,513
	Generator Restocking Fee	57,420	$ -	$ -	$ 57,420	$ 5,742	$ 51,678
Total for Excess Equipment (Amendment No. 13)		**$ 4,757,379**	**$ -**	**$ -**	**$ 4,758,534**	**$ 475,855**	**$ 4,282,679**
TOTAL FOR PHASE 2 - SITE CONSTRUCTION AND SITE MODIFICATION:		**$ 17,990,282**	**$ 6,013,308**	**$ -**	**$ 24,168,164**	**$ 2,416,804**	**$ 21,751,360**

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 inreases.

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.

Note 8: Pursuant to Amendment No. 12 Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.

Note 9: Pursuant to Amendment No. 13 Exhibit C.3 (Schedule of Prices - Site Construction & Site Modification) was amended to reflect the alleged excess equipment costs identified by Contractor. The Review of those Contractor claimed costs must still be verified and approved by the Authority once Contractor provides the sufficient documentation requested by the Authority, which the authority maintains has not yet been provided.

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

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	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	$ 303,383	$ 2,730,447
A.5.1	Network Management System	$ 1,201,185	$ 168,242	-	$ 1,369,427	$ 136,943	$ 1,232,484
A.5.1	System Spares	$ 667,545		-	$ 667,545	$ 66,755	$ 600,790
A.5.1	Vehicular Routers	$ 2,345,485	-	-	$ 2,345,485	$ 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	$ 291	$ 2,618
A.5.1	Arcadia PD_ARCPD01	$ 156,495	$ 2,683	-	$ 159,178	$ 15,918	$ 143,260
A.5.1	Azusa PD_AZPD001	$ 156,495	$ 2,550	-	$ 159,045	$ 15,905	$ 143,140
~~A.5.1~~	~~Bell Gardens PD_BGPD001~~	$ -	$ 2,672	-	$ 2,672	$ 267	$ 2,405
~~A.5.1~~	~~Beverly Hills Rexford Drive_BHR~~	$ -	$ 2,842	-	$ 2,842	$ 284	$ 2,558
A.5.1	Bald Mountain_BMT	$ 126,741	$ 1,864	-	$ 128,605	$ 12,861	$ 115,744
~~A.5.1~~	~~Baldwin Park PD_BPPD001~~	$ -	$ 2,598	-	$ 2,598	$ 260	$ 2,338
~~A.5.1~~	~~Blue Rock_BRK~~	$ -	$ 2,808	-	$ 2,808	$ 281	$ 2,527
~~A.5.1~~	~~Burnt Peak_BUR~~	$ -	$ 1,815	-	$ 1,815	$ 182	$ 1,633
~~A.5.1~~	~~Burbank PD_BURPD01~~	$ -	$ 2,621	-	$ 2,621	$ 262	$ 2,359
A.5.1	Criminal Court Building_CCT	$ 141,017	$ 2,466	-	$ 143,483	$ 14,348	$ 129,135
A.5.1	Century_CEN	$ 140,885	$ 2,314	-	$ 143,199	$ 14,320	$ 128,879
~~A.5.1~~	~~Carlton J. Peterson Park_CJP~~	$ -	$ 2,543	-	$ 2,543	$ 254	$ 2,289
A.5.1	Claremont Microwave Tower_CLM	$ 156,759	$ 2,583	-	$ 159,342	$ 15,934	$ 143,408
~~A.5.1~~	~~Claremont PD_CLRMPD1~~	$ -		-	$ -	$ -	$ -
~~A.5.1~~	~~FS 2_CPTFD02~~	$ -	$ 2,306	-	$ 2,306	$ 231	$ 2,075
A.5.1	FS 4_CPTFD04	$ 141,329	$ 2,683	-	$ 144,012	$ 14,401	$ 129,611
~~A.5.1~~	~~Culver City Communications Tower_CULV001~~	$ -	$ 2,239	-	$ 2,239	$ 224	$ 2,015
~~A.5.1~~	~~Downey PD_DWNYPD1~~	$ -	$ 2,838	-	$ 2,838	$ 284	$ 2,554
A.5.1	El Monte PD_ELMNTPD	$ 140,885	$ 2,300	-	$ 143,185	$ 14,319	$ 128,866
~~A.5.1~~	~~El Segundo PD_ELSGDPD~~	$ -	$ 2,221	-	$ 2,221	$ 222	$ 1,999
A.5.1	FCCF -HQ_FCCF	$ 164,174	$ 7,269	-	$ 171,443	$ 17,144	$ 154,299
A.5.1	FS 5_FS5	$ 140,885	$ 2,329	-	$ 143,214	$ 14,321	$ 128,893
A.5.1	Gardena_GARD001	$ 141,329	$ 2,648	-	$ 143,977	$ 14,398	$ 129,579
~~A.5.1~~	~~Glendale Civic Center_GCC~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~Glendale Water & Power UOC_GDWP001~~	$ -	$ 2,460	-	$ 2,460	$ 246	$ 2,214
~~A.5.1~~	~~FS 23_GLNDL23~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 24_GLNDL24~~	$ -	$ 2,550	-	$ 2,550	$ 255	$ 2,295
~~A.5.1~~	~~FS 28_GLNDL28~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 3_LACF003~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083
~~A.5.1~~	~~FS 4_LACF004~~	$ -	$ 2,329	-	$ 2,329	$ 233	$ 2,096
~~A.5.1~~	~~FS 16_LACF016~~	$ -	$ 2,743	-	$ 2,743	$ 274	$ 2,469
~~A.5.1~~	~~FS 21_LACF021~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 23_LACF023~~	$ -	$ 2,824	-	$ 2,824	$ 282	$ 2,542
~~A.5.1~~	~~FS 24_LACF024~~	$ -	$ 2,541	-	$ 2,541	$ 254	$ 2,287
~~A.5.1~~	~~FS 28_LACF028~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 30_LACF030~~	$ -	$ 2,325	-	$ 2,325	$ 233	$ 2,092
~~A.5.1~~	~~FS 31_LACF031~~	$ -	$ 2,661	-	$ 2,661	$ 266	$ 2,395
~~A.5.1~~	~~FS 38_LACF038~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 44_LACF044~~	$ -	$ 2,895	-	$ 2,895	$ 290	$ 2,605

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

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.5.1~~	~~FS 48_LACF048~~	$ 19,100	$ 2,547	-	$ 21,647	$ 2,165	$ 19,482
~~A.5.1~~	~~FS 50_LACF050~~	$ 9,550	$ 2,317	-	$ 11,867	$ 1,187	$ 10,680
~~A.5.1~~	~~FS 53_LACF053~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 56_LACF056~~	$ -	$ 2,816	-	$ 2,816	$ 282	$ 2,534
~~A.5.1~~	~~FS 58_LACF058~~	$ 9,550	$ 2,314	-	$ 11,864	$ 1,186	$ 10,678
~~A.5.1~~	~~FS 59_LACF059~~	$ 44,859	$ 2,687	-	$ 47,546	$ 4,755	$ 42,791
~~A.5.1~~	~~FS 61_LACF061~~	$ 19,100	$ 1,864	-	$ 20,964	$ 2,096	$ 18,868
~~A.5.1~~	~~FS 65_LACF065~~	$ 19,100	$ 1,864	-	$ 20,964	$ 2,096	$ 18,868
~~A.5.1~~	~~FS 68_LACF068~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 69_LACF069~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 71_LACF071~~	$ -	$ 1,812	-	$ 1,812	$ 181	$ 1,631
~~A.5.1~~	~~FS 72_LACF072~~	$ -	$ 1,812	-	$ 1,812	$ 181	$ 1,631
~~A.5.1~~	~~FS 73_LACF073~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 76_LACF076~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 77_LACF077~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 78_LACF078~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 79_LACF079~~	$ 120,245	$ 2,553	-	$ 122,798	$ 12,280	$ 110,518
~~A.5.1~~	~~FS 80_LACF080~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 81_LACF081~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 83_LACF083~~	$ -	$ 2,543	-	$ 2,543	$ 254	$ 2,289
~~A.5.1~~	~~FS 84_LACF084~~	$ -	$ 2,553	-	$ 2,553	$ 255	$ 2,298
~~A.5.1~~	~~FS 85_LACF085~~	$ 19,100	$ 2,898	-	$ 21,998	$ 2,200	$ 19,798
~~A.5.1~~	~~FS 86_LACF086~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 87_LACF087~~	$ 114,185	$ 2,314	-	$ 116,499	$ 11,650	$ 104,849
~~A.5.1~~	~~FS 88_LACF088~~	$ -	$ 1,812	-	$ 1,812	$ 181	$ 1,631
~~A.5.1~~	~~FS 90_LACF090~~	$ -	$ 2,598	-	$ 2,598	$ 260	$ 2,338
~~A.5.1~~	~~FS 91_LACF091~~	$ -	$ 2,543	-	$ 2,543	$ 254	$ 2,289
~~A.5.1~~	~~FS 92_LACF092~~	$ -	$ 2,560	-	$ 2,560	$ 256	$ 2,304
~~A.5.1~~	~~FS 93_LACF093~~	$ 19,100	$ 2,721	-	$ 21,821	$ 2,182	$ 19,639
~~A.5.1~~	~~FS 95_LACF095~~	$ 9,550	$ 2,838	-	$ 12,388	$ 1,239	$ 11,149
~~A.5.1~~	~~FS 96_LACF096~~	$ -	$ 2,662	-	$ 2,662	$ 266	$ 2,396
~~A.5.1~~	~~FS 98_LACF098~~	$ -	$ 2,669	-	$ 2,669	$ 267	$ 2,402
~~A.5.1~~	~~FS 99_LACF099~~	$ -	$ 2,523	-	$ 2,523	$ 252	$ 2,271
~~A.5.1~~	~~FS 102_LACF102~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 105_LACF105~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083
~~A.5.1~~	~~FS 106_LACF106~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 107_LACF107~~	$ -	$ 2,543	-	$ 2,543	$ 254	$ 2,289
~~A.5.1~~	~~FS108_LACF108~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 111_LACF111~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 112_LACF112~~	$ -	$ 2,543	-	$ 2,543	$ 254	$ 2,289
~~A.5.1~~	~~FS 114_LACF114~~	$ 120,245	$ 2,547	-	$ 122,792	$ 12,279	$ 110,513
~~A.5.1~~	~~FS 117_LACF117~~	$ 122,431	$ 2,628	-	$ 125,059	$ 12,506	$ 112,553
~~A.5.1~~	~~FS 118_LACF118~~	$ -	$ 2,459	-	$ 2,459	$ 246	$ 2,213
~~A.5.1~~	~~FS 120_LACF120~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 123_LACF123~~	$ -	$ 2,688	-	$ 2,688	$ 269	$ 2,419
~~A.5.1~~	~~FS 129_LACF129~~	$ -	$ 2,553	-	$ 2,553	$ 255	$ 2,298
~~A.5.1~~	~~FS 132_LACF132~~	$ 122,431	$ 2,543	-	$ 124,974	$ 12,497	$ 112,477
~~A.5.1~~	~~FS 140_LACF140~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 141_LACF141~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678

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

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.5.1~~	~~FS 144_LACF144~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 146_LACF146~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 149_LACF149~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 151_LACF151~~	$ -	$ 2,626	-	$ 2,626	$ 263	$ 2,363
~~A.5.1~~	~~FS153_LACF153~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 154_LACF154~~	$ -	$ 2,720	-	$ 2,720	$ 272	$ 2,448
~~A.5.1~~	~~FS 157_LACF157~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 159_LACF159~~	$ -	$ 2,809	-	$ 2,809	$ 281	$ 2,528
~~A.5.1~~	~~FS 161_LACF161~~	$ -	$ 2,456	-	$ 2,456	$ 246	$ 2,210
~~A.5.1~~	~~FS 162_LACF162~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 163_LACF163~~	$ -	$ 2,664	-	$ 2,664	$ 266	$ 2,398
~~A.5.1~~	~~FS 164_LACF164~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083
~~A.5.1~~	~~FS 169_LACF169~~	$ -	$ 2,468	-	$ 2,468	$ 247	$ 2,221
~~A.5.1~~	~~FS 171_LACF171~~	$ -	$ 2,474	-	$ 2,474	$ 247	$ 2,227
~~A.5.1~~	~~FS 173_LACF173~~	$ -	$ 2,457	-	$ 2,457	$ 246	$ 2,211
~~A.5.1~~	~~FS 181_LACF181~~	$ -	$ 2,675	-	$ 2,675	$ 268	$ 2,407
~~A.5.1~~	~~FS 183_LACF183~~	$ -	$ 2,445	-	$ 2,445	$ 245	$ 2,200
~~A.5.1~~	~~FS 184_LACF184~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 187_LACF187~~	$ -	$ 2,547	-	$ 2,547	$ 255	$ 2,292
~~A.5.1~~	~~FS 188_LACF188~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 192_LACF192~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083
~~A.5.1~~	~~FS 194_LACF194~~	$ -	$ 2,313	-	$ 2,313	$ 231	$ 2,082
~~A.5.1~~	~~CP 2_LACFCP02~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~CP 9_LACFCP09~~	$ -	$ 2,897	-	$ 2,897	$ 290	$ 2,607
~~A.5.1~~	~~CP 14_LACFCP14~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
A.5.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	$ 141,017	$ 2,317	-	$ 143,334	$ 14,333	$ 129,001
A.5.1	V	$ 156,759	$ 2,693	-	$ 159,452	$ 15,945	$ 143,507
A.5.1	LAC/USC MEDICAL CENTER_LACUSC	$ 141,017	$ 2,318	-	$ 143,335	$ 14,334	$ 129,001
~~A.5.1~~	~~FS 005_LAFD005~~	$ -	$ 2,230	-	$ 2,230	$ 223	$ 2,007
~~A.5.1~~	~~FS 012_LAFD012~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 015_LAFD015~~	$ -	$ -	-	$ -	$ -	$ -
~~A.5.1~~	~~FS 016_LAFD016~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 019_LAFD019~~	$ -	$ -	-	$ -	$ -	$ -
~~A.5.1~~	~~FS 029_LAFD029~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 035_LAFD035~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 042_LAFD042~~	$ -	$ 2,385	-	$ 2,385	$ 239	$ 2,146
~~A.5.1~~	~~FS 044_LAFD044~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083
~~A.5.1~~	~~FS 047_LAFD047~~	$ -	$ 1,635	-	$ 1,635	$ 164	$ 1,471
~~A.5.1~~	~~FS 049_LAFD049~~	$ -	$ -	-	$ -	$ -	$ -
~~A.5.1~~	~~FS 055_LAFD055~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 061_LAFD061~~	$ -	$ 2,465	-	$ 2,465	$ 247	$ 2,218
~~A.5.1~~	~~FS 066_LAFD066~~	$ 9,550	$ 2,444	-	$ 11,994	$ 1,199	$ 10,795
~~A.5.1~~	~~FS 074_LAFD074~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 076_LAFD076~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 077_LAFD077~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 079_LAFD079~~	$ -	$ 2,757	-	$ 2,757	$ 276	$ 2,481
~~A.5.1~~	~~FS 080_LAFD080~~	$ -	$ 1,635	-	$ 1,635	$ 164	$ 1,471
~~A.5.1~~	~~FS 081_LAFD081~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083

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

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
~~A.5.1~~	~~FS 082_LAFD082~~	$ -	$ 2,618	-	$ 2,618	$ 262	$ 2,356
~~A.5.1~~	~~FS 084_LAFD084~~	$ -	$ 2,550	-	$ 2,550	$ 255	$ 2,295
~~A.5.1~~	~~FS 085_LAFD085~~	$ -	$ 2,325	-	$ 2,325	$ 233	$ 2,092
~~A.5.1~~	~~FS 088_LAFD088~~	$ -	$ 2,687	-	$ 2,687	$ 269	$ 2,418
~~A.5.1~~	~~FS 093_LAFD093~~	$ -	$ 2,688	-	$ 2,688	$ 269	$ 2,419
~~A.5.1~~	~~FS 094_LAFD094~~	$ -	$ 2,392	-	$ 2,392	$ 239	$ 2,153
~~A.5.1~~	~~FS 095_LAFD095~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 096_LAFD096~~	$ -	$ 2,546	-	$ 2,546	$ 255	$ 2,291
~~A.5.1~~	~~FS 097_LAFD097~~	$ -	$ 2,543	-	$ 2,543	$ 254	$ 2,289
~~A.5.1~~	~~FS 101_LAFD101~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 105_LAFD105~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 114_LAFD114~~	$ -	$ 2,329	-	$ 2,329	$ 233	$ 2,096
~~A.5.1~~	~~Hermosa HQ_LALG100~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~Zuma Lifeguard HQ_LALG300~~	$ -	$ 2,524	-	$ 2,524	$ 252	$ 2,272
~~A.5.1~~	~~Lifeguard Division_LALG HQ~~	$ -	$ 2,459	-	$ 2,459	$ 246	$ 2,213
A.5.1	Lancaster_LAN	$ 156,495	$ 2,553	-	$ 159,048	$ 15,905	$ 143,143
A.5.1	77TH Street Area Complex_LAPD077	$ 140,885	$ 2,299	-	$ 143,184	$ 14,318	$ 128,866
~~A.5.1~~	~~Central Area Complex_LAPDCEN~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
A.5.1	Devonshire Area station_LAPDDVN	$ 156,495	$ 2,731	-	$ 159,226	$ 15,923	$ 143,303
A.5.1	Foothill Area station_LAPDFTH	$ 156,939	$ 2,846	-	$ 159,785	$ 15,979	$ 143,806
A.5.1	Hollenbeck Area station_LAPDHLB	$ 140,885	$ 2,301	-	$ 143,186	$ 14,319	$ 128,867
A.5.1	Hollywood Area station_LAPDHWD	$ 156,495	$ 2,534	-	$ 159,029	$ 15,903	$ 143,126
A.5.1	Mission Area station_LAPDMIS	$ 156,495	$ 2,550	-	$ 159,045	$ 15,905	$ 143,140
A.5.1	Northeast Area station_LAPDNED	$ 156,463	$ 2,448	-	$ 158,911	$ 15,891	$ 143,020
A.5.1	North Hollywood Area Station_LAPDNHD	$ 156,495	$ 2,625	-	$ 159,120	$ 15,912	$ 143,208
A.5.1	Newton_LAPDNWT	$ 140,885	$ 2,326	-	$ 143,211	$ 14,321	$ 128,890
A.5.1	Olympic Area station_LAPDOLY	$ 141,329	$ 2,585	-	$ 143,914	$ 14,391	$ 129,523
A.5.1	Pacific Area station_LAPDPAC	$ 169,072	$ 2,487	-	$ 171,559	$ 17,156	$ 154,403
A.5.1	Rampart Area station_LAPDRAM	$ 140,853	$ 2,231	-	$ 143,084	$ 14,308	$ 128,776
A.5.1	Topanga Area station_LAPDTOP	$ 140,885	$ 2,300	-	$ 143,185	$ 14,319	$ 128,866
~~A.5.1~~	~~Valley Dispatch Center_LAPDVDC~~	$ -	$ 3,306	-	$ 3,306	$ 331	$ 2,975
A.5.1	Van Nuys Area station_LAPDVNS	$ 140,885	$ 2,462	-	$ 143,347	$ 14,335	$ 129,012
A.5.1	Wilshire Area station_LAPDWIL	$ 140,885	$ 2,320	-	$ 143,205	$ 14,321	$ 128,884
A.5.1	West Los Angeles Area station_LAPDWLA	$ 141,329	$ 2,587	-	$ 143,916	$ 14,392	$ 129,524
A.5.1	West Valley Area facility_LAPDWVD	$ 141,329	$ 2,592	-	$ 143,921	$ 14,392	$ 129,529
A.5.1	Altadena_LASDALD	$ 156,495	$ 2,689	-	$ 159,184	$ 15,918	$ 143,266
A.5.1	Carson_LASDCSN	$ 141,329	$ 2,750	-	$ 144,079	$ 14,408	$ 129,671
~~A.5.1~~	~~Crescenta Valley_LASDCVS~~	$ -	$ 2,695	-	$ 2,695	$ 270	$ 2,425
A.5.1	Industry_LASDIDT	$ 141,329	$ 2,669	-	$ 143,998	$ 14,400	$ 129,598
A.5.1	Lakewood_LASDLKD	$ 140,885	$ 2,328	-	$ 143,213	$ 14,321	$ 128,892
A.5.1	Lennox (Closed)_LASDLNX	$ 140,885	$ 2,299	-	$ 143,184	$ 14,318	$ 128,866
A.5.1	North County Correctional Facility_LASDNCC	$ 126,741	$ 1,864	-	$ 128,605	$ 12,861	$ 115,744
A.5.1	Norwalk_LASDNWK	$ 141,329	$ 2,839	-	$ 144,168	$ 14,417	$ 129,751

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

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.5.1	Pico Rivera_LASDPRV	$ 140,885	$ 2,320	-	$ 143,205	$ 14,321	$ 128,884
A.5.1	Santa Clarita Valley_LASDSCV	$ 156,495	$ 2,675	-	$ 159,170	$ 15,917	$ 143,253
A.5.1	San Dimas_LASDSDM	$ 126,741	$ 1,864	-	$ 128,605	$ 12,861	$ 115,744
A.5.1	Temple_LASDTEM	$ 156,939	$ 2,838	-	$ 159,777	$ 15,978	$ 143,799
~~A.5.1~~	~~FS 2_LBFD002~~	$ -	$ 2,445	-	$ 2,445	$ 245	$ 2,200
~~A.5.1~~	~~FS 6_LBFD006~~	$ -	$ 1,635	-	$ 1,635	$ 164	$ 1,471
~~A.5.1~~	~~FS 9_LBFD009~~	$ -	$ 2,933	-	$ 2,933	$ 293	$ 2,640
~~A.5.1~~	~~FS 12_LBFD012~~	$ -	$ -	-	$ -	$ -	$ -
~~A.5.1~~	~~FS 13_LBFD013~~	$ -	$ 1,635	-	$ 1,635	$ 164	$ 1,471
~~A.5.1~~	~~FS 21_LBFD021~~	$ -	$ 2,320	-	$ 2,320	$ 232	$ 2,088
~~A.5.1~~	~~HQ_LBFD026~~	$ -	$ -	-	$ -	$ -	$ -
A.5.1	HQ_LBPDHQ	$ 141,282	$ 2,308	-	$ 143,590	$ 14,359	$ 129,231
~~A.5.1~~	~~Sylmar Converter Station – E_LDWP220~~	$ -	$ -	-	$ -	$ -	$ -
A.5.1	Lost Hills/Malibu_LHS	$ 126,741	$ 1,864	-	$ 128,605	$ 12,861	$ 115,744
~~A.5.1~~	~~FS 2_LVFD002~~	$ -	$ 2,687	-	$ 2,687	$ 269	$ 2,418
~~A.5.1~~	~~La Verne PD_LVRNPD~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 1_MBFD001~~	$ -	$ 2,303	-	$ 2,303	$ 230	$ 2,073
A.5.1	Mira Loma Detention Facility_MLM	$ 156,495	$ 2,710	-	$ 159,205	$ 15,921	$ 143,284
~~A.5.1~~	~~Monrovia PD_MNRVPD~~	$ -	$ 2,669	-	$ 2,669	$ 267	$ 2,402
~~A.5.1~~	~~Montebello PD_MNTBLPD~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~Monterey Park PD_MNTPKPD~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083
~~A.5.1~~	~~Mount Olivet Reservoir_MOR~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277
~~A.5.1~~	~~FS 2_MRFD002~~	$ -	$ 2,663	-	$ 2,663	$ 266	$ 2,397
~~A.5.1~~	~~FS 3_MTBFD03~~	$ -	$ 2,374	-	$ 2,374	$ 237	$ 2,137
~~A.5.1~~	~~Mount Washington_MTW~~	$ -	$ 2,470	-	$ 2,470	$ 247	$ 2,223
A.5.1	Goodrich_PASA001	$ 156,495	$ 2,690	-	$ 159,185	$ 15,919	$ 143,266
~~A.5.1~~	~~FS 33_PASFD33~~	$ -	$ -	-	$ -	$ -	$ -
A.5.1	Puente Hills_PHN	$ 156,939	$ 3,396	-	$ 160,335	$ 16,034	$ 144,301
A.5.1	Palmdale_PLM	$ 156,495	$ 2,541	-	$ 159,036	$ 15,904	$ 143,132
A.5.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	$ 140,885	$ 2,306	-	$ 143,191	$ 14,319	$ 128,872
~~A.5.1~~	~~FS 2_RDBFD02~~	$ -	$ 2,324	-	$ 2,324	$ 232	$ 2,092
~~A.5.1~~	~~Redondo Beach PD_RDNBPD~~	$ -	$ 2,310	-	$ 2,310	$ 231	$ 2,079
~~A.5.1~~	~~Reservoir Hill_REH~~	$ -	$ 2,843	-	$ 2,843	$ 284	$ 2,559
~~A.5.1~~	~~San Pedro City Hall_SCH~~	$ -	$ 2,469	-	$ 2,469	$ 247	$ 2,222
A.5.1	Southeast Area station_SEP	$ 141,329	$ 2,655	-	$ 143,984	$ 14,398	$ 129,586
~~A.5.1~~	~~FS 3_SFSFD03~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 4_SFSFD04~~	$ -	$ 2,314	-	$ 2,314	$ 231	$ 2,083
A.5.1	South L.A._SLA	$ 141,329	$ 2,674	-	$ 144,003	$ 14,400	$ 129,603
~~A.5.1~~	~~FS 2_SMFD002~~	$ -	$ 2,478	-	$ 2,478	$ 248	$ 2,230
~~A.5.1~~	~~South Gate PD_SOGTPD~~	$ -		-	$ -	$ -	$ -
~~A.5.1~~	~~San Vicente Peak_SVP~~	$ -	$ 2,543	-	$ 2,543	$ 254	$ 2,289
A.5.1	Southwest Area station_SWP	$ 140,885	$ 2,326	-	$ 143,211	$ 14,321	$ 128,890
~~A.5.1~~	~~City Hall Radio Tower_TORC001~~	$ -	$ 2,679	-	$ 2,679	$ 268	$ 2,411
~~A.5.1~~	~~FS 2_TORFD02~~	$ -	$ 2,688	-	$ 2,688	$ 269	$ 2,419
~~A.5.1~~	~~FS 3_TORFD03~~	$ -	$ 2,300	-	$ 2,300	$ 230	$ 2,070
~~A.5.1~~	~~FS 4_TORFD04~~	$ -	$ 2,530	-	$ 2,530	$ 253	$ 2,277

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

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A.5.1	FS 1_VEFD001	$ 140,885	$ 2,317	-	$ 143,202	$ 14,320	$ 128,882
A.5.1	FS 3_VEFD003	$ 140,885	$ 2,329	-	$ 143,214	$ 14,321	$ 128,893
A.5.1	Walnut/Diamond Bar_WAL	$ 156,495	$ 2,543	-	$ 159,038	$ 15,904	$ 143,134
~~A.5.1~~	~~FS 4_WCFD004~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
~~A.5.1~~	~~FS 5_WCFD005~~	$ -	$ 1,864	-	$ 1,864	$ 186	$ 1,678
A.5.1	West Hollywood_WHD	$ 156,495	$ 2,530	-	$ 159,025	$ 15,903	$ 143,122
A.5.2	Staging	535,009	-	-	$ 535,009	$ 53,501	$ 481,508
Base 22.3.2	Performance Bond for Phase 3 - Supply PSBN Components	214,400	-	-	$ 214,400		$ 214,400
Subtotal		**$ 16,727,560**	**$ 1,099,254**	**$ -**	**$ 17,826,814**	**$ 1,761,239**	**$ 16,065,575**
ADDITIONAL SITES (AMENDMENT NO. 8)							
A.5.1	Supply PSBN Components:						
A.5.1	~~FS 101_LACF101 (replacing CLRMPD1)~~	$ -	$ 2,675	$ -	$ 2,675	$ 268	$ 2,407
A.5.1	Oat Mountain_ONK	$ 117,238	$ -	$ -	$ 117,238	$ 11,724	$ 105,514
A.5.1	~~Rolling Hills Transit_RHT~~	$ -	$ -	$ -	$ -	$ -	$ -
A.5.1	San Dimas_SDW	$ 117,238	$ -	$ -	$ 117,238	$ 11,724	$ 105,514
A.5.1	Verdugo Peak City_VPC	$ 117,238	$ -	$ -	$ 117,238	$ 11,724	$ 105,514
A.5.1	~~FS 54_LACF054 (replacing SOGTPD)~~	$ -	$ 2,664	$ -	$ 2,664	$ 266	$ 2,398
Total for Additional Sites (Amendment No. 8)		**$ 351,714**	**$ 5,339**	**$ -**	**$ 357,053**	**$ 35,706**	**$ 321,347**
ADDITIONAL SITES (AMENDMENT NO. 9)							
A.5.1	Supply PSBN Components:						
A.5.1	~~Baldwin Hills_BAH~~	$ -	$ -	$ -	$ -	$ -	$ -
A.5.1	~~Compton Court Building_CCB~~	$ -	$ -	$ -	$ -	$ -	$ -
A.5.1	~~FS 69_LAFD069 (Replacing LAFD019)~~	$ -	$ 2,530	$ -	$ 2,530	$ 253	$ 2,277
A.5.1	FS 12_LBFD012N (Replacing LBFD012(O))	$ 157,292	$ 2,314	$ -	$ 159,606	$ 15,961	$ 143,645
A.5.1	~~City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)~~	$ -	$ 2,300	$ -	$ 2,300	$ 230	$ 2,070
A.5.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	$ 171,986	$ 2,530	$ -	$ 174,516	$ 17,452	$ 157,064
Total for Additional Sites (Amendment No. 9)		**$ 329,278**	**$ 9,674**	**$ -**	**$ 338,952**	**$ 33,896**	**$ 305,056**
ADDITIONAL SITE (AMENDMENT NO. 11)							
A.5.1	Supply PSBN Components:						
A.5.1	Parking Lot at Pasadena PD_PASDNPD	$ 157,486	$ 2,536	$ -	$ 160,022	$ 16,002	$ 144,020
Total for Additional Site (Amendment No. 11)		**$ 157,486**	**$ 2,536**	**$ -**	**$ 160,022**	**$ 16,002**	**$ 144,020**

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
ADDITIONAL SITE (AMENDMENT NO. 12)							
UICC (5,000 units)							
	UICC 2FF Form Factor (Routers) (Quantity 4,000 at $49 per UICC)	$ 196,000			$ 196,000	$ -	$ 196,000
	UICC 3FF Form Factor (Smartphones) (Quantity 1,000 at $49 per UICC	$ 49,000			$ 49,000	$ -	$ 49,000
CISCO ROUTERS (5 unit)							
	Cisco Routers (Quantity 5 at $2,500 each)	$ 12,500			$ 12,500	$ -	$ 12,500
	Data Service (5 units at $1,000 each)	$ 5,000			$ 5,000	$ -	$ 5,000
Total for Additional Site (Amendment No. 12)		**$ 262,500**	**$ -**	**$ -**	**$ 262,500**	**$ -**	**$ 262,500**
ADDITIONAL SITE (AMENDMENT NO. 13)							
A.5.1	Supply PSBN Components:						
A.5.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	$ 140,885	$ 2,484	$ -	$ 143,369	$ 14,337	$ 129,032
Total for Additional Site (Amendment No. 13)		**$ 140,885**	**$ 2,484**	**$ -**	**$ 143,369**	**$ 14,337**	**$ 129,032**
MICROWAVE BACKHAUL AND EXCESS EQUIPMENT (AMENDMENT NO. 13)							
MICROWAVE BACKHAUL							
	Refer to Exhibit C.16 for Details	$ -			$ -	$ -	$ -
	Microwave Backhaul Equipment	$ 813,381			$ 813,381	$ -	$ 813,381
EXCESS EQUIPMENT							
	Refer to Exhibit C.16 for Details	$ -			$ -	$ -	$ -
	2x2 eNB	$ 389,084			$ 389,084	$ -	$ 389,084
	2x4 eNB	$ 3,409,923			$ 3,409,923	$ -	$ 3,409,923
	TMR Backhaul Cabinets	$ 64,205			$ 64,205	$ -	$ 64,205
	TMR Battery Backup Cabinets	$ 84,570			$ 84,570	$ -	$ 84,570
	RET 8' Antenna	$ 102,335			$ 102,335	$ -	$ 102,335
	Ericsson Restocking Fee	$ 1,629,212			$ 1,629,212	$ -	$ 1,629,212
	Antenna Restocking Fee	$ 289,344			$ 289,344	$ -	$ 289,344
Total for Additional Site (Amendment No. 13)		**$ 6,782,054**	**$ -**	**$ -**	**$ 6,782,054**	**$ -**	**$ 6,782,054**
TOTAL FOR PHASE 3 - SUPPLY PSBN COMPONENTS:		**$ 24,751,477**	**$ 1,119,287**	**$ -**	**$ 25,870,764**	**$ 1,861,180**	**$ 24,009,584**

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.4 - PHASE 3 - SUPPLY PSBN COMPONENTS

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Unilateral Option Sum for Supply Components Only	Unilateral Option Sum Project Administration for Supply Components Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note 2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount

Note 6: Pursuant to Amendment No. 12 Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.

Note 7: With respect to UICC, pricing based on quantities shown above. Minimum order required of 1,000 UICCs. Pricing includes SIM card programmed with LA-RICS PSBN profile and the UICC provisioning file that is available for download on an external website. Any additional services (i.e. device provisioning in the HSS) are not included. Tax is included.

Note 8: Pursuant to Amendment No. 13 Exhibit C.4 (Schedule of Prices - Supply PSBN Components) was amended to reflect the alleged excess equipment costs identified by Contractor. The Review of those Contractor claimed costs must still be verified and approved by the Authority once Contractor provides the sufficient documentation requested by the Authority, which the authority maintains has not yet been provided.

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1				
A.6.1	Installation and Commission:										
	Primary EPC	-	-	-	-	-	-	-	$ 763,448	$ 76,345	$ 687,103
A.6.1	Network Management System and Inventory Manangement 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	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	Azusa PD_AZPD001	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
~~A.6.1~~	~~Bell Gardens PD_BGPD001~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Beverly Hills Rexford Drive_BHR~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Bald Mountain_BMT	$ 6,510	$ 20,724	$ 4,062	$ 10,727	$ 8,765	$ 6,926	-	$ 57,714	$ 5,771	$ 51,943
~~A.6.1~~	~~Baldwin Park PD_BPPD001~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Blue Rock_BRK~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Burnt Peak_BUR~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Burbank PD_BURPD01~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Criminal Court Building_CCT	$ 2,184	$ 18,034	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 51,360	$ 5,136	$ 46,224
A.6.1	Century_CEN	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~Carlton J. Peterson Park_CJP~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Claremont Microwave Tower_CLM	$ -	$ 18,554	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 37,219	$ 3,722	$ 33,497
~~A.6.1~~	~~Claremont PD_CLRMPD1~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
~~A.6.1~~	~~FS 2_CPTFD02~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	FS 4_CPTFD04	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~Culver City Communications Tower_CULV001~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Downey PD_DWNYPD1~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	El Monte PD_ELMNTPD	$ 6,510	$ 13,819	$ 4,062	$ 10,727	$ 8,765	$ 6,926	-	$ 50,809	$ 5,081	$ 45,728
~~A.6.1~~	~~El Segundo PD_ELSGDPD~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	FCCF -HQ_FCCF	$ 6,510	$ 13,819	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 51,471	$ 5,147	$ 46,324
A.6.1	FS 5_FS5	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Gardena_GARD001	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~Glendale Civic Center_GCC~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Glendale Water & Power UOC_GDWP001~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 23_GLNDL23~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 24_GLNDL24~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 28_GLNDL28~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 3_LACF003~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1				
~~A.6.1~~	~~FS 4_LACF004~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 16_LACF016~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 21_LACF021~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 23_LACF023~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 24_LACF024~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 28_LACF028~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 30_LACF030~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 31_LACF031~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 38_LACF038~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 44_LACF044~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 48_LACF048~~	$ -	$ 22,219	$ -	$ -	$ -	$ 6,926	-	$ 29,145	$ 2,915	$ 26,230
~~A.6.1~~	~~FS 50_LACF050~~	$ -	$ 13,819	$ -	$ -	$ -	$ 6,926	-	$ 20,745	$ 2,075	$ 18,670
~~A.6.1~~	~~FS 53_LACF053~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 56_LACF056~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 58_LACF058~~	$ -	$ 13,819	$ -	$ -	$ -	$ 6,926	-	$ 20,745	$ 2,075	$ 18,670
~~A.6.1~~	~~FS 59_LACF059~~	$ 6,510	$ 22,219	$ -	$ -	$ -	$ 6,926	-	$ 35,655	$ 3,566	$ 32,089
~~A.6.1~~	~~FS 61_LACF061~~	$ -	$ 20,724	$ -	$ -	$ -	$ 6,926	-	$ 27,650	$ 2,765	$ 24,885
~~A.6.1~~	~~FS 65_LACF065~~	$ -	$ 20,724	$ -	$ -	$ -	$ 6,926	-	$ 27,650	$ 2,765	$ 24,885
~~A.6.1~~	~~FS 68_LACF068~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 69_LACF069~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 71_LACF071~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 72_LACF072~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 73_LACF073~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 76_LACF076~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 77_LACF077~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 78_LACF078~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 79_LACF079~~	$ 6,510	$ -	$ -	$ -	$ -	$ 6,926	-	$ 13,436	$ 1,344	$ 12,092
~~A.6.1~~	~~FS 80_LACF080~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 81_LACF081~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 83_LACF083~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 84_LACF084~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 85_LACF085~~	$ -	$ 22,219	$ -	$ -	$ -	$ 6,926	-	$ 29,145	$ 2,915	$ 26,230
~~A.6.1~~	~~FS 86_LACF086~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 87_LACF087~~	$ 6,510	$ -	$ -	$ -	$ -	$ 6,926	-	$ 13,436	$ 1,344	$ 12,092
~~A.6.1~~	~~FS 88_LACF088~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 90_LACF090~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 91_LACF091~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 92_LACF092~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 93_LACF093~~	$ -	$ 22,219	$ -	$ -	$ -	$ 6,926	-	$ 29,145	$ 2,915	$ 26,230
~~A.6.1~~	~~FS 95_LACF095~~	$ -	$ 13,819	$ -	$ -	$ -	$ 6,926	-	$ 20,745	$ 2,075	$ 18,670
~~A.6.1~~	~~FS 96_LACF096~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 98_LACF098~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 99_LACF099~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 102_LACF102~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1				
~~A.6.1~~	~~FS 105_LACF105~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 106_LACF106~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 107_LACF107~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS108_LACF108~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 111_LACF111~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 112_LACF112~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 114_LACF114~~	$ 6,510	$ -	$ -	$ -	$ -	$ 6,926	-	$ 13,436	$ 1,344	$ 12,092
~~A.6.1~~	~~FS 117_LACF117~~	$ 6,510	$ 22,219	$ -	$ -	$ -	$ 6,926	-	$ 35,655	$ 3,566	$ 32,089
~~A.6.1~~	~~FS 118_LACF118~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 120_LACF120~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 123_LACF123~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 129_LACF129~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 132_LACF132~~	$ 6,510	$ 22,219	$ -	$ -	$ -	$ 6,926	-	$ 35,655	$ 3,566	$ 32,089
~~A.6.1~~	~~FS 140_LACF140~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 141_LACF141~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 144_LACF144~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 146_LACF146~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 149_LACF149~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 151_LACF151~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS153_LACF153~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 154_LACF154~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 157_LACF157~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 159_LACF159~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~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~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 169_LACF169~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 171_LACF171~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 173_LACF173~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~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~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 194_LACF194~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~CP 2_LACFCP02~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~CP 9_LACFCP09~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~CP 14_LACFCP14~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR	$ 2,184	$ 18,034	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 51,360	$ 5,136	$ 46,224
A.6.1	LAC/OLIVEVIEW+UCLA_LACOLV	$ 2,184	$ 26,787	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 60,113	$ 6,011	$ 54,102

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1				
A.6.1	LAC/USC MEDICAL CENTER_LACUSC	$ 2,184	$ 18,034	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 51,360	$ 5,136	$ 46,224
~~A.6.1~~	~~FS 005_LAFD005~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 012_LAFD012~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 015_LAFD015~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
~~A.6.1~~	~~FS 016_LAFD016~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 019_LAFD019~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
~~A.6.1~~	~~FS 029_LAFD029~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 035_LAFD035~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 042_LAFD042~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 044_LAFD044~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 047_LAFD047~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 049_LAFD049~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
~~A.6.1~~	~~FS 055_LAFD055~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 061_LAFD061~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 066_LAFD066~~	$ -	$ 13,819	$ -	$ -	$ -	$ 6,926	-	$ 20,745	$ 2,075	$ 18,670
~~A.6.1~~	~~FS 074_LAFD074~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 076_LAFD076~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 077_LAFD077~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 079_LAFD079~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 080_LAFD080~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 081_LAFD081~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 082_LAFD082~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 084_LAFD084~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 085_LAFD085~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 088_LAFD088~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 093_LAFD093~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 094_LAFD094~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 095_LAFD095~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 096_LAFD096~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 097_LAFD097~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 101_LAFD101~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 105_LAFD105~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 114_LAFD114~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Hermosa HQ_LALG100~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Zuma Lifeguard HQ_LALG300~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Lifeguard Division_LALG HQ~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Lancaster_LAN	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	77TH Street Area Complex_LAPD077	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~Central Area Complex_LAPDCEN~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Devonshire Area station_LAPDDVN	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	Foothill Area station_LAPDFTH	$ 6,510	$ 22,219	$ 9,448	$ 10,727	$ 8,765	$ 6,926	-	$ 64,595	$ 6,460	$ 58,135
A.6.1	Hollenbeck Area station_LAPDHLB	$ 6,510	$ 13,819	$ 9,448	$ 10,727	$ 8,765	$ 6,926	-	$ 56,195	$ 5,620	$ 50,575
A.6.1	Hollywood Area station_LAPDHWD	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655

AGENDA ITEM A - ENCLOSURE

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1				
A.6.1	Mission Area station_LAPDMIS	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	Northeast Area station_LAPDNED	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	North Hollywood Area Station_LAPDNHD	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	Newton_LAPDNWT	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Olympic Area station_LAPDOLY	$ 6,510	$ 13,819	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 51,471	$ 5,147	$ 46,324
A.6.1	Pacific Area station_LAPDPAC	$ 6,510	$ 13,819	$ 16,242	$ 13,390	$ 8,765	$ 6,926	-	$ 65,652	$ 6,565	$ 59,087
A.6.1	Rampart Area station_LAPDRAM	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Topanga Area station_LAPDTOP	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~Valley Dispatch Center_LAPDVDC~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Van Nuys Area station_LAPDVNS	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Wilshire Area station_LAPDWIL	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	West Los Angeles Area station_LAPDWLA	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	West Valley Area facility_LAPDWVD	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Altadena_LASDALD	$ 6,510	$ 22,219	$ 4,062	$ 10,727	$ 8,765	$ 6,926	-	$ 59,209	$ 5,921	$ 53,288
A.6.1	Carson_LASDCSN	$ 6,510	$ 13,819	$ 4,062	$ 10,727	$ 8,765	$ 6,926	-	$ 50,809	$ 5,081	$ 45,728
~~A.6.1~~	~~Crescenta Valley_LASDCVS~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Industry_LASDIDT	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Lakewood_LASDLKD	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Lennox (Closed)_LASDLNX	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	North County Correctional Facility_LASDNCC	$ 6,510	$ 20,724	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 58,376	$ 5,838	$ 52,538
A.6.1	Norwalk_LASDNWK	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Pico Rivera_LASDPRV	$ 6,510	$ 13,819	$ 4,062	$ 10,727	$ 8,765	$ 6,926	-	$ 50,809	$ 5,081	$ 45,728
A.6.1	Santa Clarita Valley_LASDSCV	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	San Dimas_LASDSDM	$ 6,510	$ 20,724	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 45,899	$ 4,590	$ 41,309
A.6.1	Temple_LASDTEM	$ 6,510	$ 22,219	$ 4,062	$ 10,727	$ 8,765	$ 6,926	-	$ 59,209	$ 5,921	$ 53,288
~~A.6.1~~	~~FS 2_LBFD002~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 6_LBFD006~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 9_LBFD009~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 12_LBFD012~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
~~A.6.1~~	~~FS 13_LBFD013~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 21_LBFD021~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~HQ_LBFD026~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
A.6.1	HQ_LBPDHQ	$ 2,184	$ 18,034	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,883	$ 3,888	$ 34,995
~~A.6.1~~	~~Sylmar Converter Station - E_LDWP220~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
A.6.1	Lost Hills/Malibu_LHS	$ 6,510	$ 20,724	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 45,899	$ 4,590	$ 41,309
~~A.6.1~~	~~FS 2_LVFD002~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~La Verne PD_LVRNPD~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 1_MBFD001~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Mira Loma Detention Facility_MLM	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
~~A.6.1~~	~~Monrovia PD_MNRVPD~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details						Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1				
~~A.6.1~~	~~Montebello PD_MNTBLPD~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Monterey Park PD_MNTPKPD~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.5.1~~	~~Mount Olivet Reservoir_MOR~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
~~A.6.1~~	~~FS 2_MRFD002~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 3_MTBFD03~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Mount Washington_MTW~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Goodrich_PASA001	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
~~A.6.1~~	~~FS 33_PASFD33~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
A.6.1	Puente Hills_PHN	$ 6,510	$ 22,219	$ 9,448	$ 10,727	$ 8,765	$ 6,926	-	$ 64,595	$ 6,460	$ 58,135
A.6.1	Palmdale_PLM	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.1	LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~FS 2_RDBFD02~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Redondo Beach PD_RDNBPD~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~Reservoir Hill_REH~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~San Pedro City Hall_SCH~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Southeast Area station_SEP	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~FS 3_SFSFD03~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 4_SFSFD04~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	South L.A._SLA	$ 6,510	$ 13,819	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 51,471	$ 5,147	$ 46,324
~~A.6.1~~	~~FS 2_SMFD002~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~South Gate PD_SOGTPD~~	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -
~~A.6.1~~	~~San Vicente Peak_SVP~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Southwest Area station_SWP	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
~~A.6.1~~	~~City Hall Radio Tower_TORC001~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 2_TORFD02~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 3_TORFD03~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 4_TORFD04~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233

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

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		Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1				
A.6.1	FS 1_VEFD001	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	FS 3_VEFD003	$ 6,510	$ 13,819	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 38,994	$ 3,899	$ 35,095
A.6.1	Walnut/Diamond Bar_WAL	$ 6,510	$ 22,219	$ 4,724	$ 10,727	$ 8,765	$ 6,926	-	$ 59,871	$ 5,987	$ 53,884
~~A.6.1~~	~~FS 4_WCFD004~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
~~A.6.1~~	~~FS 5_WCFD005~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	West Hollywood_WHD	$ 6,510	$ 22,219	$ 2,000	$ 974	$ 8,765	$ 6,926	-	$ 47,394	$ 4,739	$ 42,655
A.6.2	Spares Management	-	-	-	-	-	-	-	$ 385,629	$ 38,563	$ 347,066
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		**$ 381,990**	**$ 1,231,104**	**$ 187,474**	**$ 243,488**	**$ 499,605**	**$ 1,537,572**	**$ -**	**$ 11,119,558**	**$ 1,112,010**	**$ 10,007,548**
ADDITIONAL SITES (AMENDMENT NO. 8)											
A.6.1	Installation and Commission:										
~~A.6.1~~	~~FS 101_LACF101 (replacing CLRMPD1)~~	-	-	-	-	-	6,926	-	$ 6,926	$ 693	$ 6,233
A.6.1	Oat Mountain_ONK	6,510	-	$ 8,124	$ 10,727	-	-	-	$ 25,361	$ 2,536	$ 22,825
~~A.6.1~~	~~Rolling Hills Transit_RHT~~	-	-	$ -	$ -	-	-	-	$ -	$ -	$ -
A.6.1	San Dimas_SDW	6,510	-	$ 2,000	$ 974	-	-	-	$ 9,484	$ 948	$ 8,536
A.6.1	Verdugo Peak City_VPC	6,510	-	$ 2,000	$ 974	-	-	-	$ 9,484	$ 948	$ 8,536
~~A.6.1~~	~~FS 54_LACF054 (replacing SOGTPD)~~	-	-	-	-	-	6,926	-	$ 6,926	$ 693	$ 6,233
Total for Additional Sites (Amendment No. 8)		**$ 19,530**	**$ -**	**$ 12,124**	**$ 12,675**	**$ -**	**$ 13,852**	**$ -**	**$ 58,181**	**$ 5,818**	**$ 52,363**
ADDITIONAL SITES (AMENDMENT NO. 9)											
A.6.1	Installation and Commission:										
~~A.6.1~~	~~Baldwin Hills_BAH~~	-	-	-	-	-	-	-	$ -	$ -	$ -
~~A.6.1~~	~~Compton Court Building_CCB~~	-	-	-	-	-	-	-	$ -	$ -	$ -
~~A.6.1~~	~~FS 69_LAFD069 (Replacing LAFD019)~~	$ -	$ -	$ -	$ -	$ -	$ 6,926	$ -	$ 6,926	$ 693	$ 6,233
A.6.1	FS 12_LBFD012(N) (Replacing LBFD012(O))	$ 6,510	$ 13,819	$ -	$ -	$ 8,765	$ 6,926	$ -	$ 36,020	$ 3,602	$ 32,418
A.5.1	~~City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026)~~	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

AGENDA ITEM A - ENCLOSURE

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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Installation and Commission Details: Cabinet Installation	LTE Antenna Installation	Backhaul Installation	Site Commissioning Backhaul	Site Commissioning LTE	Project Administration Per Site Note 1	Unilateral Option Sum Note 2	Contract Sum - Payable Amount Note2	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
A.6.1	City of Los Angeles DWP_LDWP243 (Replacing LDWP220)	$6,510	$ 22,219	$ 4,062	$ 10,727	$ 8,765	$ 6,926	$ -	$ 59,209	$ 5,921	$ 53,288
Total for Additional Sites (Amendment No. 9)		**$ 13,020**	**$ 36,038**	**$ 4,062**	**$ 10,727**	**$ 17,530**	**$ 20,778**	**$ -**	**$ 102,155**	**$ 10,216**	**$ 91,939**
ADDITIONAL SITE (AMENDMENT NO. 11)											
A.6.1	Installation and Commission:										
A.6.1	Parking Lot at Pasadena PD_PASDNPD	2,184	18,034	$ 2,000	$ 974	8,765	6,926	-	$ 38,883	$ 3,888	$ 34,995
Total for Additional Site (Amendment No. 11)		**$ 2,184**	**$ 18,034**	**$ 2,000**	**$ 974**	**$ 8,765**	**$ 6,926**	**$ -**	**$ 38,883**	**$ 3,888**	**$ 34,995**
ADDITIONAL SITE (AMENDMENT NO. 11)											
A.6.1	Installation and Commission:										
A.6.1	Los Angeles Port Police_LAPP001 (Replacing LAFD049)	6,510	13,819	$ 2,000	$ 974	8,765	6,926	-	$ 38,994	$ 3,899	$ 35,095
Total for Additional Site (Amendment No. 11)		**$ 6,510**	**$ 13,819**	**$ 2,000**	**$ 974**	**$ 8,765**	**$ 6,926**	**$ -**	**$ 38,994**	**$ 3,899**	**$ 35,095**
TOTAL FOR PHASE 4 - PSBN IMPLEMENTATION:		**$ 423,234**	**$ 1,298,995**	**$ 207,660**	**$ 268,838**	**$ 534,665**	**$ 1,586,054**	**$ -**	**$ 11,357,771**	**$ 1,135,831**	**$ 10,221,940**

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. 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 Manangement System and Inventory Management Systems were credited $1,000 ($500 per System, the Fuctional 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.5 (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.

Note 6: Pursuant to Amendment No. 12 Exhibit C.5 (Schedule of Prices - PSBN Implementation) was amended to reflect (a) the removal of forty-two (42) sites. These reductions to the Contract Sum are for the removal of 42 construction sites from the program. The reductions are from the Contract price for each site, adjusted by the agreed percentage completion for that site, as was jointly determined by the Authority and the Contractor. These reductions do not reflect any Contractor claims for additional above-scope work at any of these site. Review of those Contractor claims is still ongoing and will, if warranted, be reflected in future Contract amendments. In addition, the total Contract amounts for the Contractor's Project Management attributed to each site is presently being left in the Contract Sum, and will later be adjusted, as necessary, as part of the resolution of the Contractor's claims for Project Management expenses.

SCHEDULE OF PAYMENTS
EXHIBIT C.12 - CELL ON WHEELS (COWs)

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	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	$ 421	$ 3,793
A.3.1[1]	Site Design Visit (2 Visits)	15	-	$ 1,348	$ 135	$ 1,213
A.3.3.12[1] A.3.3.13[1]	Site Survey with 1A/2C for FAA	15	-	$ 3,934	$ 393	$ 3,541
A.4.1.2.11[1,3] A.4.1.2.12[1]	Permit Preparation	15	-	$ 563	$ 56	$ 507
A.3.3.15.1[1]	Power Study	15	-	$ 2,203	$ 220	$ 1,983
A.4.2.1[1]	Hygienist	15	-	$ 2,203	$ 220	$ 1,983
A.2.1.1[1]	Project Management	15	-	$ 6,500	$ 650	$ 5,850
A.2.1.1[1]	System Engineering	15	-	$ 6,500	$ 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	$ 2,745	$ 24,720
	COW Site - CHPNWHLL	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - CHPWVLLY	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - LADPW38	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - LASDMVS	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCECART	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site -SCELNIDO	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCELGNBL	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCEMADR	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCEMERC	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCEMESA	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCEMNRV	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCEMRGO	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCELONG	1	-	$ 27,465	$ 2,745	$ 24,720
	COW Site - SCESTUD	1	-	$ 27,465	$ 2,745	$ 24,720
TOTAL COST FOR PHASE 1 FOR 15 COW SITES		**15**	**$ -**	**$ 411,975**	**$ 41,175**	**$ 370,800**
PHASE 2 (SITE CONSTRUCTION AND SITE MODIFICATION) COST PER COW						
A.4.2[4]	Site Preparation & General Conditions	15	-	$ 5,250	$ 525	$ 4,725
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

Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document)	Deliverable	Quantity	Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
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	$ 7,981	$ 71,819
	COW Site - CHPNWHLL	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - CHPWVLLY	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - LADPW38	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - LASDMVS	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCECART	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site -SCELNIDO	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCELGNBL	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCEMADR	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCEMERC	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCEMESA	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCEMNRV	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCEMRGO	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCELONG	1	-	$ 79,800	$ 7,981	$ 71,819
	COW Site - SCESTUD	1	-	$ 79,800	$ 7,981	$ 71,819
TOTAL COST FOR PHASE 2 FOR 15 COW SITES		**15**	**$ -**	**$ 1,197,000**	**$ 119,715**	**$ 1,077,285**
PHASE 3 (SUPPLY PSBN COMPONENTS) COST PER COW						
A.5.1[4]	Backhaul Equipment	15	-	$ 24,675	$ 2,468	$ 22,207
A.5.1[4]	Cisco 819 Aircard Router	15	-	$ 1,575	$ 158	$ 1,417
A.5.1[4,6]	ITS SR55 Trailer	15	-	$ 83,727	$ 8,373	$ 75,354
A.5.1[4,7]	Battery Backup System Configuration Modification for Routers	15	-	$ 3,591	$ 359	$ 3,232
A.5.1[4]	Shipping	15	-	$ 3,994	$ 399	$ 3,595
A.5.1[4]	SP415 Radio Frequency Kit	9	-	$ 4,309	$ 431	$ 3,878
A.5.1[4]	Tax & Registration on Trailer	15	-	$ 8,033	$ 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	-	$ 129,904	$ 12,991	$ 116,913
	COW Site - CHPNWHLL	1	-	$ 129,904	$ 12,991	$ 116,913
	COW Site - CHPWVLLY	1	-	$ 129,904	$ 12,991	$ 116,913
	COW Site - LADPW38	1	-	$ 129,904	$ 12,991	$ 116,913
	COW Site - LASDMVS	1	-	$ 129,904	$ 12,991	$ 116,913
	COW Site - SCECART	1	-	$ 129,904	$ 12,991	$ 116,913
	COW Site -SCELNIDO	1	-	$ 129,904	$ 12,991	$ 116,913
	COW Site - SCELGNBL	1	-	$ 129,904	$ 12,991	$ 116,913
	COW Site - SCEMADR	1	-	$ 129,904	$ 12,991	$ 116,913

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Quantity	Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
	COW Site - SCEMERC	1	-	$ 125,595	$ 12,560	$ 113,035
	COW Site - SCEMESA	1	-	$ 125,595	$ 12,560	$ 113,035
	COW Site - SCEMNRV	1	-	$ 125,595	$ 12,560	$ 113,035
	COW Site - SCEMRGO	1	-	$ 125,595	$ 12,560	$ 113,035
	COW Site - SCELONG	1	-	$ 125,595	$ 12,560	$ 113,035
	COW Site - SCESTUD	1	-	$ 125,595	$ 12,560	$ 113,035
TOTAL COST FOR PHASE 3 FOR 15 COW SITES		**15**	**$ -**	**$ 1,922,706**	**$ 192,279**	**$ 1,730,427**
PHASE 4 (PSBN IMPLEMENTATION) COST PER COW						
A.6.1[4]	Installation and Commissioning	15	-	$ 4,200	$ 420	$ 3,780
A.6.3[4]	Acceptance Testing	15	-	$ 2,625	$ 263	$ 2,362
A.6.4[4]	Training	15	-	$ 1,000	$ 100	$ 900
A.6.5[4]	Documentation	15	-	$ 520	$ 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	$ 835	$ 7,510
	COW Site - CHPNWHLL	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - CHPWVLLY	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - LADPW38	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - LASDMVS	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCECART	1	-	$ 8,345	$ 835	$ 7,510
	COW Site -SCELNIDO	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCELGNBL	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCEMADR	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCEMERC	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCEMESA	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCEMNRV	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCEMRGO	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCELONG	1	-	$ 8,345	$ 835	$ 7,510
	COW Site - SCESTUD	1	-	$ 8,345	$ 835	$ 7,510
TOTAL COST FOR PHASE 4 FOR 15 COW SITES		**15**	**$ -**	**$ 125,175**	**$ 12,525**	**$ 112,650**
TOTAL COST FOR COW SITES (PHASES 1 -4)		**$3,656,856**				

[1] Phase 1 Scope of Work for COWs Includes - Perform site visits and surveys, assists with planning and engineering for oveall 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.

Deliverable/ Task No./ Subtask No./ Section No. *(Exhibit A, B, or Base Document)*	Deliverable	Quantity	Unilateral Option Sum	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount

[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 Controlers 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.

SCHEDULE OF PAYMENTS
EXHIBIT C.15 - SITE CONSTRUCTION (CX) CHANGES

Change Ref #	COR Category	Site ID	Category	Sub-Category	Contract Sum - Payable Amount Note 1	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
LARICSLTE-009		LAPP001	Site Design Visit	2nd Site Design Visit	$674	$67	$607
LARICSLTE-009		LAPP001	Site Design Visit	3rd Site Design Visit	$674	$67	$607
LARICSLTE-048		LAPDFTH	Site Design Visit	2nd Site Design Visit	$674	$67	$607
LARICSLTE-320		LAFD081	Site Design Visit	Site Design visit -tower location change	$674	$67	$607
LARICSLTE-741		LAN	Site Design Visit	2nd Site Design Visit	$674	$67	$607
LARICSLTE-874		FS5	Tower Retrofit Design	Tower Retrofit Design	$1,967	$197	$1,770
LARICSLTE-092R01	007	LACF078	Power Company Payments	SCE Power Company Payments SCE	$327	$33	$294
LARICSLTE-092R01	007	LACF140	Power Company Payments	SCE Power Company Payments SCE	$327	$33	$294
LARICSLTE-092R01	007	GARD001	Power Company Payments	SCE Power Company Payments SCE	$327	$33	$294
LARICSLTE-092R01	007	LACF024	Power Company Payments	SCE Power Company Payments SCE	$412	$41	$371
LARICSLTE-092R01	007	LACF081	Power Company Payments	SCE Power Company Payments SCE	$560	$56	$504
LARICSLTE-092R01	007	LACF098	Power Company Payments	SCE Power Company Payments SCE	$899	$90	$809
LARICSLTE-092R01	007	LACF090	Power Company Payments	SCE Power Company Payments SCE	$997	$100	$897
LARICSLTE-092R01	007	LACF086	Power Company Payments	SCE Power Company Payments SCE	$1,022	$102	$920
LARICSLTE-092R01	007	LACF087	Power Company Payments	SCE Power Company Payments SCE	$1,434	$143	$1,291
LARICSLTE-092R01	007	LASDCSN	Power Company Payments	SCE Power Company Payments SCE	$1,681	$168	$1,513
LARICSLTE-092R01	007	LACF146	Power Company Payments	SCE Power Company Payments SCE	$1,778	$178	$1,600
LARICSLTE-092R01	007	LACF016	Power Company Payments	SCE Power Company Payments SCE	$1,896	$190	$1,706
LARICSLTE-092R01	007	LACF058	Power Company Payments	SCE Power Company Payments SCE	$2,056	$206	$1,850
LARICSLTE-092R01	007	LACF095	Power Company Payments	SCE Power Company Payments SCE	$2,222	$222	$2,000
LARICSLTE-092R01	007	LBFD012N	Power Company Payments	SCE Power Company Payments SCE	$2,320	$232	$2,088
LARICSLTE-092R01	007	LACF132	Power Company Payments	SCE Power Company Payments SCE	$2,560	$256	$2,304
LARICSLTE-092R01	007	LACF059	Power Company Payments	SCE Power Company Payments SCE	$2,972	$297	$2,675
LARICSLTE-092R01	007	LAFD042	Power Company Payments	DWP Power Company Payments	$3,486	$349	$3,137
LARICSLTE-092R01	007	LACF092	Power Company Payments	SCE Power Company Payments SCE	$4,420	$442	$3,978
LARICSLTE-092R01	007	LAPDFTH	Power Company Payments	DWP Power Company Payments LA	$4,950	$495	$4,455
LARICSLTE-092R01	007	LAPDNED	Power Company Payments	DWP Power Company Payments LA	$4,950	$495	$4,455
LARICSLTE-092R01	007	LAPDNHD	Power Company Payments	DWP Power Company Payments LA	$4,950	$495	$4,455
LARICSLTE-092R01	007	LAPDNWT	Power Company Payments	DWP Power Company Payments LA	$4,950	$495	$4,455
LARICSLTE-092R01	007	LAFD047	Power Company Payments	DWP Power Company Payments	$4,950	$495	$4,455
LARICSLTE-092R01	007	LAFD084	Power Company Payments	DWP Power Company Payments	$4,950	$495	$4,455
LARICSLTE-092R01	007	LAFD094	Power Company Payments	DWP Power Company Payments	$4,950	$495	$4,455
LARICSLTE-092R01	007	SWP	Power Company Payments	DWP Power Company Payments	$5,500	$550	$4,950
LARICSLTE-092R01	007	LAFD076	Power Company Payments	DWP Power Company Payments	$5,591	$559	$5,032
LARICSLTE-092R01	007	LAFD081	Power Company Payments	DWP Power Company Payments	$5,752	$575	$5,177
LARICSLTE-092R01	007	LAPDWIL	Power Company Payments	DWP Power Company Payments LA	$5,798	$580	$5,218
LARICSLTE-092R01	007	LAPDHLB	Power Company Payments	DWP Power Company Payments LA	$5,824	$582	$5,242
LARICSLTE-092R01	007	LAFD101	Power Company Payments	DWP Power Company Payments	$5,968	$597	$5,371
LARICSLTE-092R01	007	LAFD066	Power Company Payments	DWP Power Company Payments LA	$6,303	$630	$5,673
LARICSLTE-092R01	007	LAPDTOP	Power Company Payments	DWP Power Company Payments	$6,655	$666	$5,989

SCHEDULE OF PAYMENTS
EXHIBIT C.15 - SITE CONSTRUCTION (CX) CHANGES

Change Ref #	COR Category	Site ID	Category	Sub-Category	Contract Sum - Payable Amount Note 1	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
LARICSLTE-092R01	007	LAPDWVD	Power Company Payments	DWP Power Company Payments	$6,655	$666	$5,989
LARICSLTE-092R01	007	LAFD080	Power Company Payments	DWP Power Company Payments	$6,655	$666	$5,989
LARICSLTE-092R01	007	AZPD001	Power Company Payments	Azusa Power Company Payments	$6,150	$615	$5,535
LARICSLTE-092R01	007	LAFD074	Power Company Payments	DWP Power Company Payments	$8,272	$827	$7,445
LARICSLTE-869		LAPP001	Site Survey	2nd Topo Survey and 1A Letter	$3,934	$393	$3,541
Site Construction Change Orders Amendment 12 Subtotal					**$150,740**	**$15,074**	**$135,666**
		CEN	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		CPTFD04	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LAPDDVN	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LAPDHWD	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LAPDNHD	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LAPDNWT	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LAPDWIL	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LASDALD	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LASDCSN	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LASDLKD	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LASDLNX	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LASDNWK	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		LASDTEM	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		MLM	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		SEP	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		SWP	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		VEFD001	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		VEFD003	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
		WHD	Tower Platforms	Tower Platforms	$6,087	$609	$5,478
GDIT-COR 007	007	LAPDRAM	Power Company Payments	DWP Power Company Payments	$6,655	$666	$5,989
GDIT-COR 007	007	FCCF	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
GDIT-COR 007	007	PLM	Power Company Payments	SCE Power Company Payments	$5,482	$548	$4,934
GDIT-COR 007	007	ELMNTPD	Power Company Payments	SCE Power Company Payments	$446	$45	$401
GDIT-COR 007	007	BMT	Power Company Payments	SCE Power Company Payments	$653	$65	$588
GDIT-COR 007	007	LASDSCV	Power Company Payments	SCE Power Company Payments	$4,698	$470	$4,228
GDIT-COR 007	007	CEN	Power Company Payments	SCE Power Company Payments	$9,094	$909	$8,185
GDIT-COR 007	007	LASDSDM	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
GDIT-COR 007	007	LASDIDT	Power Company Payments	SCE Power Company Payments	$118	$12	$106
GDIT-COR 007	007	LASDNWK	Power Company Payments	SCE Power Company Payments	$8,086	$809	$7,277
GDIT-COR 007	007	LASDPRV	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
GDIT-COR 007	007	LASDTEM	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
GDIT-COR 007	007	ARCPD01	Power Company Payments	SCE Power Company Payments	$2,501	$250	$2,251
GDIT-COR 007	007	LASDALD	Power Company Payments	SCE Power Company Payments	$3,911	$391	$3,520
GDIT-COR 007	007	LASDCVS	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
GDIT-COR 007	007	CPTFD04	Power Company Payments	SCE Power Company Payments	$327	$33	$294
GDIT-COR 007	007	WHD	Power Company Payments	SCE Power Company Payments	$2,320	$232	$2,088
GDIT-COR 007	007	WAL	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
GDIT-COR 007	007	LHS	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
GDIT-COR 007	007	LAN	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850

SCHEDULE OF PAYMENTS
EXHIBIT C.15 - SITE CONSTRUCTION (CX) CHANGES

Change Ref #	COR Category	Site ID	Category	Sub-Category	Contract Sum - Payable Amount Note 1	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
GDIT-COR 007	007	LASDLNX	Power Company Payments	SCE Power Company Payments	$327	$33	$294
GDIT-COR 007	007	LASDLKD	Power Company Payments	SCE Power Company Payments	$6,783	$678	$6,105
GDIT-COR 007	007	MOR	Power Company Payments	SCE Power Company Payments	$327	$33	$294
GDIT-COR 007	007	FS5	Power Company Payments	SCE Power Company Payments	$2,320	$232	$2,088
GDIT-COR 007	007	LBPDHQ	Power Company Payments	SCE Power Company Payments	$2,056	$206	$1,850
LARICSLTE-0032	020	PASA001	Tower Retrofit Design	Tower Retrofit Design	$1,967	$197	$1,770
LARICSLTE-0033	020	LAPDWVD	Tower Retrofit Design	Tower Retrofit Design	$1,967	$197	$1,770
LARICSLTE-0054	003	LACHAR	Structural Analysis - Tower Mapping	Structural Analysis of Self Supported Towers less than 500 feet (on rooftop)	$3,146	$315	$2,831
LARICSLTE-0057	020	FCCF	Tower Retrofit Design	Tower Retrofit Design	$1,967	$197	$1,770
LARICSLTE-0078	039	LAPDNED	Phase II Limited Subsurface Investigation	Phase II Limited Subsurface Investigation	$17,339	$1,734	$15,605
LARICSLTE-0083	003	LAPDVNS	Structural Analysis - Tower Mapping	Structural Analysis Roof Tops (With building drawings provided by owner)	$2,810	$281	$2,529
LARICSLTE-0103	020	CULV001	Tower Retrofit Design	Tower Retrofit Design	$1,967	$197	$1,770
LARICSLTE-0214	034	LACOLV	Structural Analysis-Site Investigation	Site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided)	$2,675	$267	$2,408
LARICSLTE-0230	034	LAPDVNS	Structural Analysis-Site Investigation	Site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided)	$2,675	$267	$2,408
LARICSLTE-0239	034	PASDNPD	Structural Analysis-Site Investigation	Site investigation necessary to develop structural analysis (cases where adequate as-built documentation is not provided)	$2,675	$267	$2,408
LARICSLTE-0384	035	LAFD085	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0388	035	LAPDFTH	2nd Permit preparation for a co-locate site	2nd Permit preparation for a co-locate site	$563	$56	$507
LARICSLTE-0390	035	LAPDNWT	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0483	003	LACHAR	Structural Analysis - Tower Mapping	Tower Mapping (up to 350ft)	$2,472	$247	$2,225
LARICSLTE-0545	039	LAPDNED	Expedited contaminated soil removal and disposal	Expedited contaminated soil removal and disposal	$16,335	$1,634	$14,701
LARICSLTE-0584	003	SCH	Structural Analysis - Tower Mapping	Structural Analysis of Self Supported Towers less than 500 feet	$3,146	$315	$2,831
LARICSLTE-0585	003	SCH	Structural Analysis - Tower Mapping	Tower mapping (up to 350 ft)	$2,472	$247	$2,225
LARICSLTE-0850	020	LHS	Tower Retrofit Design	Tower Retrofit Design	$1,967	$197	$1,770
LARICSLTE-0875	035	LHS	2nd Permit preparation for a co-locate site	2nd Permit preparation for a co-locate site	$563	$56	$507
LARICSLTE-0877	035	PLM	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0879	035	WAL	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0881	035	LASDCVS	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0883	035	LAPDTOP	2nd Permit preparation for a co-locate site	2nd Permit preparation for a co-locate site	$563	$56	$507

SCHEDULE OF PAYMENTS
EXHIBIT C.15 - SITE CONSTRUCTION (CX) CHANGES

Change Ref #	COR Category	Site ID	Category	Sub-Category	Contract Sum - Payable Amount Note 1	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
LARICSLTE-0898	035	LAPDPAC	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0901	035	LAPDWLA	2nd Permit preparation for a co-locate site	2nd Permit preparation for a co-locate site	$563	$56	$507
LARICSLTE-0903	035	LAPDWVD	2nd Permit preparation for a co-locate site	2nd Permit preparation for a co-locate site	$563	$56	$507
LARICSLTE-0908	035	LASDIDT	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0912	035	LASDPRV	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-0918	035	SLA	2nd Permit preparation for a co-locate site	2nd Permit preparation for a co-locate site	$563	$56	$507
LARICSLTE-1286	035	LASDSCV	2nd Permit preparation for a new tower site	2nd Permit preparation for a new tower site	$563	$56	$507
LARICSLTE-1910	001R	LACF016	Fiber Backhaul Conduit	Primary Fiber Installation	$11,427	$1,143	$10,284
LARICSLTE-1911	001R	LACF061	Fiber Backhaul Conduit	Primary Fiber Installation	$12,466	$1,247	$11,219
LARICSLTE-1912	001R	LACF078	Fiber Backhaul Conduit	Primary Fiber Installation	$18,699	$1,870	$16,829
LARICSLTE-1915	001R	LACF095	Fiber Backhaul Conduit	Primary Fiber Installation	$3,117	$312	$2,805
LARICSLTE-1916	001R	LACF114	Fiber Backhaul Conduit	Primary Fiber Installation	$17,660	$1,766	$15,894
LARICSLTE-1917	001R	LACF117	Fiber Backhaul Conduit	Primary Fiber Installation	$10,388	$1,039	$9,349
LARICSLTE-1918	001R	LACF132	Fiber Backhaul Conduit	Primary Fiber Installation	$44,047	$4,405	$39,642
LARICSLTE-1920	001R	LACF031	Fiber Backhaul Conduit	Primary Fiber Installation	$3,358	$336	$3,022
LARICSLTE-1921	001R	LACF048	Fiber Backhaul Conduit	Primary Fiber Installation	$26,865	$2,686	$24,179
LARICSLTE-1922	001R	LACF050	Fiber Backhaul Conduit	Primary Fiber Installation	$10,074	$1,007	$9,067
LARICSLTE-1923	001R	LACF065	Fiber Backhaul Conduit	Primary Fiber Installation	$3,492	$349	$3,143
LARICSLTE-1924	001R	LACF092	Fiber Backhaul Conduit	Primary Fiber Installation	$40,297	$4,030	$36,267
LARICSLTE-1925	001R	LACF140	Fiber Backhaul Conduit	Primary Fiber Installation	$18,805	$1,881	$16,924
Site Construction Change Orders Amendment 13 Subtotal					**$482,923**	**$48,301**	**$434,624**
Site Construction Change Orders Grand Total					**$633,663**	**$63,375**	**$570,290**

Note 1: The above identified Contractor Order Requests have been fully negotiated between the Authority and the Contractor, and the above amounts represent a full and final resolution of all claims contained in those identified Contractor Change Order Requests.

LA-RICS

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

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PATRICK J. MALLON
EXECUTIVE DIRECTOR

August 27, 2015

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

Dear Directors:

AMENDMENT NO. 17 FOR
PROJECT AND CONSTRUCTION MANAGEMENT SERVICES

SUBJECT

Board approval is requested to (1) authorize an amendment to the Project and Construction Management Services contract with Jacobs Project Management Co., (Jacobs) to prepare and deliver nine (9) National Environmental Policy Act (NEPA) compliant Environmental Assessments (EAs) broken down as follows: three (3) site-specific EAs for sites on non-Federal land and six (6) EAs for sites on federal land administered by six (6) different Federal agencies related to the Land Mobile Radio (LMR) System; (2) perform the various biological and cultural resource (including historical, architectural history, archeological and/or paleontological) surveys, record search and reports required for the various EAs; (3) increase the scope of environmental compliance monitoring to oversee and coordinate the activities of the LMR Contractor; (4) reallocate funds from among subsequent phases to allow LMR Phase 1 activities to continue while the environmental work is in progress; (5) increase the Maximum Contract Sum to reflect the increased scope and level of effort, a portion of which will be offset by a cost savings; and (6) delegate authority to the Executive Director to execute Amendment No. 17 in substantially similar form to the Enclosure.

RECOMMENDED ACTION

It is recommended that your Board:

AGENDA ITEM B

1. Approve Amendment No. 17 to the Project and Construction Management Services contract with Jacobs, in substantially similar form to the Enclosure, which revises the contract to:

   a. Increase the environmental scope of services for the LMR System portion of the contract for the development of nine (9) NEPA-compliant EAs, associated biological and cultural resources, surveys and record searches and reports as well as required environmental compliance monitoring effort in the amount of $3,442,250.

   b. Reallocate funds from subsequent phases to Phase 1 to continue Phase 1 LMR activities while the environmental work is in progress in the amount of $1,961,996.

   c. Reduce costs through implementation of various staff efficiencies in subsequent phases for a cost decrease of $2,443,700, which will partially offset the increase to the Maximum Contract Sum.

   d. Increase the Maximum Contract Sum by $2,960,546 ($3,442,250 + $1,961,996 - $2,443,700 when taking increases and cost savings into consideration) from $32,643,105 to $35,603,651.

2. Delegate authority to the Executive Director to execute Amendment No. 17 with Jacobs, substantially similar in form to the Enclosure.

BACKGROUND

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.

On March 6, 2014, your Board authorized the Executive Director to execute Amendment No. 9 with Jacobs to prepare and deliver a California Environmental Quality Act (CEQA) compliant Environmental Impact Report (EIR) and a NEPA-compliant EA as well as perform the required various biological and cultural resource surveys and reports for the LMR System project.

Since the execution of Amendment No. 9, the Jacobs team has been working diligently to complete the EIR and the EA. Since then, the Jacobs team has delivered an administrative draft EIR to the Authority for internal review and is working towards completion of the Draft EIR for public release. For over a year, the Jacobs Environmental team, in concert with the Authority and the City of Los Angeles Mayor's Office as Urban Area Security Initiative (UASI) Grant Administrator, has been working closely with the Federal Emergency Management Agency (FEMA) to identify and adopt a path forward with respect to the EA being prepared pursuant to NEPA. FEMA has determined a path forward for NEPA compliance that will begin with a Programmatic Environmental Assessment (PEA), and the Jacobs team has prepared an administrative draft of the PEA. The determined path will also result in the completion of up to nine (9) separate EAs, one for each of the six (6) other Federal agencies administering sites on Federal land and as many as three (3) additional Tiered Supplemental Site-specific EAs for FEMA. Such scope was not contemplated and accounted for in Amendment No. 9.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Executive Director, on behalf of the Authority, to authorize Jacobs, to make the changes necessary to reflect (1) the preparation, development, and delivery of nine (9) NEPA compliant EAs for sites on non-federal land and on land administered by various Federal agencies that may be lead or cooperating agencies with FEMA; (2) perform the various biological and cultural resource (including historical, architectural history, archeological and/or paleontological) surveys, record search and reports required for the various EAs; (3) increase the scope of environmental compliance monitoring to oversee and coordinate the activities of the LMR Contractor; (4) reallocate funds among phases to allow LMR Phase 1 activities to continue while the environmental work is in progress; and (5) increase in the Maximum Contract Sum to reflect the increased scope and level of effort for the additional environmental work, a portion of which will be offset by identifying various staffing plan efficiencies in subsequent phases which results in a cost savings.

It is critical that the Authority engage Jacobs to perform this environmental work immediately in order to prepare for any potential construction of the LMR System. As your Board is aware, prior to the commencement of construction on the LMR System, the requisite CEQA and NEPA environmental clearances need to be achieved. While the CEQA Draft EIR is nearly ready for public review, the NEPA documents are in the preliminary stages as a result of uncertainty and delays on a final determination on a path forward. This environmental work must be completed before construction of the LMR System project can proceed.

It should be noted that while the PEA is being completed, the Jacobs Environmental team will be concurrently preparing up to nine (9) separate sets of NEPA-compliant documents for the LMR System project. This effort will include up to three (3) separate EAs for LMR sites that are not on federally administered lands where FEMA is the lead

federal agency and up to six (6) additional separate EAs for LMR sites that are on lands administered by federal agencies other than FEMA where FEMA and the federal land-administering agency would be joint lead or lead and cooperating agencies.

In addition, part of this effort requires the Jacobs team to perform various biological and cultural resources surveys and reports required for the various EAs to be completed. Moreover, there is an essential need to increase the scope of environmental compliance to oversee and coordinate the activities of the LMR Contractor.

In an effort to continue LMR Phase 1 activities while the environmental work is in progress, there is a need to reallocate funds to Phase 1 from subsequent phases. Jacobs was able to mitigate some of increase to the Maximum Contract Sum for this work by identifying staffing plan efficiencies in Phases 2 through 4 resulting in a cost savings. The reallocation is necessary to account for the schedule moving out for environmental approvals, thereby extending the target date for the initiation of Phases 2, 3, and 4. This no-cost shift is based on efficiencies determined within the existing Authority approved Staffing Plan. The Jacobs team took lessons learned from the Public Safety Broadband Network (PSBN) implementation to evaluate the positions planned for the LMR System deployment and identified the ability to shift the hours through the elimination of positions currently allocated for Phases 2, 3, and 4 to Phase 1 to cover some of the shortfall caused by the extension of Phase 1. The Jacobs team is confident that this reallocation of hours does not put further Phases in danger of being understaffed. The extension of the Jacobs team is necessary during this time because the Authority is expecting to continue Phase 1 activities through finalizing System Design, inclusive of site design, tower and antenna placement, and System architecture. This work will require substantial effort and coordination between the Authority, its Member Agencies, and its LMR System Contractor, Motorola Solutions, Inc. (Motorola).

Additionally, should there be site changes in the future, embedded in the increase is the flexibility to include up to five (5) alternate LMR sites including the requisite environmental review and permitting requirements should sites need to be replaced. The per site replacement cost is $28,450 for a total amount of $142,250 of the budget allocated for site replacements.

The Authority has thoroughly assessed its need, and has determined it to be the most efficient process from a project perspective to obtain these additional environmental services from Jacobs since (1) they have prepared an administrative draft of the EIR and (2) it is already within their scope to prepare the PEA, and they have prepared an administrative draft of that document as well.

FISCAL IMPACT/FINANCING

An increase to the Maximum Contract Sum in the amount of $2,960,546 will increase the Maximum Contract Sum amount from $32,643,105 to $35,603,651.

All contract costs related to the services rendered under this Amendment No. 17 for the LMR System will be reimbursable under the Urban Areas Security Initiative (UASI) and State Homeland Security Grant Program (SHSGP) grant awards from the Department of Homeland Security. The Authority will request a modification to the existing spending plan for UASI 2011, to include the deliverables identified in the aforementioned scope and provide funding for the $2,960,560.

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. 17, substantially similar in form to the Enclosure.

Respectfully submitted,

PATRICK J. MALLON
EXECUTIVE DIRECTOR

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Enclosure

c: Counsel to the Authority

AGENDA ITEM B

AMENDMENT NUMBER SEVENTEEN TO

AGREEMENT FOR CONSULTANT SERVICES

Recitals

This Amendment Number Seventeen ("Amendment No. 17") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Jacobs Project Management Co. ("Consultant"), effective as of August _____, 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.

The Agreement has been previously amended by Amendment No. Sixteen, effective July 14, 2015, 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; and (b) revise Appendix A-2 (Agreement Budget) to increase the Maximum Contract Sum by $249,680 from $32,393,425 to $32,643,105, in accordance with the increased level of staffing.

Authority and Consultant desire to further amend the Agreement to (a) increase the scope of work and cost as it relates to the LMR System to perform certain environmental work, including but not limited to, (i) preparing and delivering nine (9) NEPA-compliant Environmental Assessment (EA) for broken down as follows: three (3) site-specific EAs for sites on non-Federal land and six (6) EAs for sites on federal land administered by six (6) different Federal agencies related to the Land Mobile Radio (LMR) System; (ii) perform the various biological and cultural resource (including historical, architectural history, archeological and/or paleontological) surveys, record search and reports required for the various EAs; (iii) increase the scope of environmental compliance monitoring to oversee and coordinate the activities of the LMR Contractor; (iv) all in the amount of $3,442,250; (b) revise Attachment A (Scope of Work) to reflect the increased environmental work; (c) reallocate funds from subsequent phases to Phase 1 to continue Phase 1 LMR activities while environmental work is in progress in an amount of $1,961,996; (d) reflect a reduction in costs by identifying various staff efficiencies in subsequent phases for a cost savings in the amount of $2,443,700; and (e) revise Appendix A-2 (Agreement Budget) to reflect an increase in the Maximum Contract Sum by $2,960,546, ($3,442,250 + $1,961,996 - $2,443,700 when taking increases and cost savings into consideration) from $32,643,105 to $35,603,651, to contemplate the increased scope and level of effort related to the environmental work.

This Amendment No. 17 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. 17, 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. 17. Unless otherwise noted, section references in this Amendment No. 17 refer to sections of the body of the Agreement, as amended by this Amendment No. 17.

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-Five Million, Six Hundred Three Thousand, Six Hundred Fifty-One Dollars ($35,603,651).

3. Attachment A (Scope of Work), is hereby deleted in its entirety, and is replaced by the Attachment A (Scope of Work), dated August 2015, attached to this Amendment No. 17 and incorporated by this reference.

4. 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. 17, dated August 2015, and incorporated by this reference.

5. This Amendment No. 17 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. 17;

   5.2 The Authority's Board of Directors has authorized the execution of this Amendment No. 17, if required;

   5.3 Los Angeles County Counsel has approved this Amendment No. 17 as to form; and

   5.4 The Executive Director of the Authority has executed this Amendment No. 17.

6. Except as expressly provided in this Amendment No. 17, 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. 17 on behalf of Consultant represent and warrant that the person executing this Amendment No. 17 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. 17, and that all requirements of Consultant to provide such actual authority have been fulfilled.

8. This Amendment No. 17 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. 17 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 SEVENTEEN TO

AGREEMENT FOR CONSULTANT SERVICES

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 17 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

By: _____

Patrick J. Mallon
Executive Director

JACOBS PROJECT MANAGEMENT CO.

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

ATTACHMENT A
SCOPE OF WORK

1. INTRODUCTION

Jacobs (Consultant) will work within the framework established by the Los Angeles Regional Interoperable Communications System (LA-RICS) Authority (JPA or Authority) and in accordance with the activities and services surrounding each phase of program deployment for both the LMR and LTE projects. Consultant will provide experienced and dedicated resources to coordinate the planning, designing, developing, supplying, fabricating, constructing, installing, testing, deploying, commissioning, training, and maintenance necessary for successful completion of the LMR and LTE projects. The projects will be delivered using a turnkey method that will involve the LMR System and LTE System Contractors to perform required site design and construction as well as design and installation of the LMR and LTE Systems.

The Consultant will assist the Authority in making plans, projections, and decisions for its communications needs based on full life-cycle planning steps. The Consultant will also assist in developing criteria to determine when a technology refresh of any aspect of the LA-RICS LMR or LTE Systems should be considered. Many of the steps required for a technology refresh need to be coordinated (subscribers, network, backhaul) but some can be performed independently. The Consultant will help the Authority to consider costs, including labor, out-of-pocket expenses, and the trade-off analysis of continuing to modify and maintain the legacy system(s) versus moving to new system(s) at the right time in the future, when developing this criteria.
The Consultant will visit completed and in-progress LA-RICS LMR and LTE transmission sites to evaluate the LMR System and LTE System Contractor's construction methodologies and practices in the conduct of the LA-RICS site builds. Further, they will assist in ensuring that the LMR System and LTE System Contractor's follow construction industry best practices in the construction of Authority LMR and LTE Facilities.

2. SCOPE OF WORK

Consultant shall be the Authority's Project Manager for the LA-RICS LMR and LTE projects. The work to be performed by the Consultant under this Agreement will be assigned by the Authority pursuant to one or more Notices to Proceed issued under and in accordance with Section 2 (Consultant's Services) of the Agreement. The work to be performed by the Consultant includes all work as described in this Scope of Work, to the extent they are not inconsistent with Sections 2.1 and 2.2 below:

2.1 Staffing Plan

The Consultant will prepare and maintain a staffing plan (Staffing Plan). The Consultant will be required to periodically modify and update the staffing plan to meet changing LA-RICS LMR and LTE project requirements. Any changes to the Consultant's staffing plan shall not result in an increase of the total costs by phase contained in Appendix A.2 (Agreement Budget) approved by the Authority as part of this Agreement. Upon Authority approval and in accordance with the Agreement, the Consultant may move allocated budget amounts set forth in Appendix A.2 (Agreement Budget) from one phase to another phase within the same Project (LTE/LMR) to account for efficient utilization of staff and to meet changes to the project schedules. However, such budget reallocations between phases shall be done in the form of an Amendment and shall not increase the total approved Project budget, LTE/LMR respectively, nor shall it increase the total maximum contract sum set forth in Section 3.1 of the Agreement. At a minimum the Consultant's staff shall include the following:

a. A Program Director who will serve as the Consultant's responsible point of contact for the Consultant's overall performance and compliance with the Agreement;
b. A Program Manager who will (a) be responsible for planning and coordinating all work under the

Agreement, (b) serve as the Consultant's primary liaison, (c) manage Consultant's staff, and (d) oversee the delivery of the LMR and LTE LA-RICS projects;

c. A Senior Project Manager to oversee the delivery of the LMR System project;
d. A Senior Project Manager to oversee the delivery of the LTE System project;
e. At least one Systems Manager for the LMR System;
f. At least one Systems Manager for the LTE System;
g. A Document Control and administrative support staff;
h. A Professional Project Scheduler;
i. A Professional Cost Estimator;
j. A Contract/Change Order Manager;
k. An experienced Outreach Manager; and
l. Technical Support Staff experienced in the design and implementation of wireless voice and data communications systems.

2.2 General Scope of Services

The Consultant will manage the LA-RICS LMR and LTE projects in accordance with high professional industry standards. The Consultant will be responsible for a combination of essential project and construction management services with respect to the LA-RICS LMR and LTE projects, including, but not limited to, the following functions for each project:

2.2.1 Coordinate the planning, designing, developing, supplying, fabricating, constructing, installing, testing, commissioning, deploying and training for the successful completion of the LA-RICS project, including the LMR System and LTE System.

2.2.2 Develop program procedures for the management of funding authorizations, funding approvals, cost escalation, communications protocols, responsibility matrix, and records management for each project.

2.2.3 Prepare and manage project(s) budgets and schedules. This task includes, but is not limited to the following activities:

a. Provide revenue and cash flow analysis for each project;
b. Develop project phasing alternatives including cost models for each project;
c. Prepare and/or review cost estimates and related cost and contingency analyses for each project;
d. Prepare and/or review critical path method project schedules and related analyses for each project;
e. Prepare and/or review resource-loaded project schedules for each project.
f. Prepare, review, and update a total project cost estimate (TPCE) which includes: land acquisition costs, construction costs, programming/development, plans and specifications, consultant services fees, miscellaneous expenditures, jurisdictional approvals, and services provided by Authority staff for each project. The TPCE for each project shall be updated on a monthly basis; and
g. Review change order requests and associated cost estimates for each project.

2.2.4 Review and assess the each LMR and LTE project's system architecture, design criteria and standards, and coordinate design technical reviews and resolution of technical issues. This task includes, but is not limited to the following activities:

a. Review of architectural, technical, and engineering documents and studies for accuracy, constructability, compliance with project technical requirements, and value engineering;
b. Assist in developing alternate/value engineering design solutions;

c. Evaluate and make recommendations on changes in scope of work and prepare requests for change orders/amendments;
d. Prepare authorization documentation including contract/agreement amendments and notices to proceed;
e. Develop a Quality Assurance/Quality Control plan;
f. Conduct quality control/quality assurance inspections and provide reports; and
g. Manage, coordinate, and validate systems acceptance criteria;
h. Coordinate the implementation of best management practices and, if applicable, CEQA Mitigation Monitoring and Reporting Program in LMR and LTE system construction documents.

2.2.5 Provide document control, administrative support, and information management for the LMR and LTE projects. This task includes, but is not limited to the following activities:

a. Maintain a library for each project of "official" documents including all engineering/as-built documents, project correspondence, and contract documents. The library shall be delivered to the Authority at the completion of the contract. This library shall be available to the Authority for review throughout this contract;
b. Safeguard all Authority and Member property, including proprietary and sensitive information;
c. All documents to be stored in both hard copy and electronic formats.

2.2.6 Administer LMR and LTE project contracts, including, but not limited to, contracts with the LMR and LTE System Contractors and the environmental services consultants. This task includes, but is not limited to the following activities:

a. Review the work of other contractors and consultants, certify percentage of work completed, and make recommendations on the approval of invoices for each project;
b. Review consultants' and contractors' safety programs for compliance with all local, state and federal requirements and regulations;
c. Assist in coordinating and preparing for consultants' and contractors' project status meetings and participate in same;
d. Review and make recommendations on consultant and contractor(s) work product for compliance with LA-RICS project technical and contractual requirements;
e. Evaluate and make recommendations on changes in scope of work and prepare requests for change orders, and contract/agreement amendments for each project;
f. Track, review and make recommendations on contractor requests for information and submittals for each project; and
g. Assist the Authority with the separate procurement of other contractors and consultants to perform other services relating to the LA-RICS project, including the preparation of a request for proposals, review of proposals, and implementation of the consultant's resultant agreement.

2.2.7 Provide the Authority's staff and Board of Directors with project reports for the LMR and LTE projects. This task includes, but is not limited to the following activities:

a. Prepare and coordinate monthly project status reports which shall include a brief discussion of current activities being carried out; activities to be completed in the upcoming month; review and discussion of project schedule (actual vs. baseline); and review and discussion of the project budget including expenditures to date, and budget remaining, for each project;
b. Provide risk analysis support, quality control audits, value analysis and constructability reviews for each project; and

c. Prepare as-needed reports and materials for LA-RICS project executive staff and Authority's Board of Directors' meetings, and attend such meetings.

2.2.8 Work in a coordinated, cooperative manner with other entities involved in the LMR and LTE projects including Authority staff, other contractors and consultants, government representatives, and other stake holders involved in the projects. This task includes, but is not limited to the following activities:

a. Provide support in coordination of interagency and public involvement/consensus building, including the preparation of presentation materials, and making presentations;
b. Develop and carry out a comprehensive strategic public relations plan including timelines, products and budget, for each project. This includes ability to work and communicate with public officials, local communities and government and professional organizations; and
c. Coordinate work of other contractors and consultants performing similar public relations function sunder their respective contracts; and
d. Identification, application, coordination, and acquisition of all required permits and approvals for construction of the LMR and LTE projects.

2.2.9 Provide telecommunication appraisal expertise for valuation on all match expenditure for grant funds for each project;

2.2.11 Ensure compliance with applicable rules and regulations. This task includes, but is not limited to the following activities:

a. Ensure that the LMR and LTE System Contractors and other consultants comply with all Federal, California State, County, and local grant fund requirements, and monitor the LMR and LTE System Contractor's and consultants' compliance with same;
b. Ensure the LMR and LTE System Contractors' adherence and compliance to the applicable federal, State and local laws, ordinances, regulations, rules, guidelines, directives, policies and procedures, including, but not limited to, Association Public-Safety Officials (APCO) Project 25 and building codes;
c. Ensure that the LMR and LTE System Contractors adhere and comply with all Federal Communication Commission (FCC) rules and regulations; and
d. Ensure that the LMR and LTE System Contractors adhere and comply with applicable standards and regulations pertaining to the Federal Communications Commission Waiver and subsequent Orders regarding the implementation of a nationwide broadband interoperable network in the 700MHz band.
e. With respect to compliance with Federal and grant funding requirements, Consultant shall ensure that the LTE System Contractors' adherence to and compliance with the Federal Davis-Bacon Act as follows:

    1. Consultant shall actively monitor the LTE System Contractor performing the work funded by the Broadband Telecommunication Opportunities Program (BTOP) grant which requires the LTE System Contractor to pay prevailing wages as determined by the Department of Labor in accordance with the Davis-Bacon Act.
    2. Consultant shall monitor the LTE System Contractor and its sub-contractors submission of certified payroll records. Consultant shall ensure that the LTE System Contractor and its sub-contractors prepare weekly certified payroll documentation using Form WH-347 (available at http://www.dol.gov/whd/forms/wh347.pdf), or an equivalent. If an electronic tracking system is used, Consultant shall confirm that such electronic reporting system is DOL/DBRA/CA compliant. Additionally, Consultant shall confirm that such electronic tracking system's electronic signature is DOL compliant. Lastly, Consultant shall confirm that such electronic tracking system checks for the appropriate Davis-

Bacon wage rate requirements by County, as applicable. Consultant shall ensure that the LTE System Contractor and its sub-contractors submit this information to the Authority, and by extension the Consultant, on a weekly basis within seven days of the regular payment date of the LTE System Contractor's or its sub-contractors payroll period.

3. Consultant shall ensure that the LTE System Contractor or its sub-contractors employing apprentices or trainees under approved programs maintain and submit written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
4. Consultant shall follow-up with the LTE System Contractor regarding any discrepancies which indicate that proper wages and or benefits are not being paid or tracked properly in accordance with the Davis-Bacon Act. Such follow-up may include, but not be limited to, meetings with the LTE System Contractor, its sub-contractors, and others as necessary to gain compliance and document the effort and outcomes.
5. Consultant shall conduct field interviews to demonstrate Davis-Bacon compliance with employees of the LTE System Contractor and its sub-contractors. Field interviews shall be done using best practices and in a frequency customary for labor compliance administration under Federal requirements.
6. Consultant shall provide labor compliance record keeping services in conjunction with the Consultants onsite document control administrator.
7. Consultant shall provide written directions to the LTE System Contractor as necessary when labor compliance issues arise.
8. Consultant shall communicate to the Authority and the Federal National Telecommunications Information and Administration (NTIA) on matters related to Davis-Bacon and project compliance.
9. Consultant shall develop a responsibilities and duties matrix for monitoring labor compliance to ensure that the Authority, the LTE System Contractor, and its sub-contractors are in accordance with the Grant requirements and by extension, the Davis-Bacon requirements.
10. Consultant shall provide a written monthly report to the Authority describing the current status of the LTE System Contractor and its sub-contractors relative to labor compliance and Davis-Bacon. However, should any labor compliance issues arise with the LTE System Contractor or its sub-contractors, the Contractor will notify the Authority immediately, and no later than 14 calendar days; identify and employ a plan to resolve the problem; and put processes in place to mitigate future occurrences.

2.2.12 Assist the Authority with site related activities for both the LMR and LTE projects. This task includes, but is not limited to the following activities:

a. Assist in and coordinate activities relating to acquisition of rights to the LMR and LTE sites;
b. Conduct preconstruction site analysis and planning for the LMR and LTE sites, including considerations for temporary utilities and structures, construction sequencing, construction site coordination, site infrastructure, construction-related traffic analysis, etc.;
c. Coordinate LMR and LTE site activities with utility companies;
d. Coordinate LMR and LTE site geotechnical testing and investigation services;
e. Coordinate LMR and LTE environmental site assessments;
f. Monitor LMR and LTE land surveying services; and
g. Monitor LMR and LTE field engineering investigations, assessments, and reports;

2.2.13 Assist in environmental documentation preparation and processing in conformance with the CEQA and NEPA for both projects, including:

a. Coordinate with consultant in charge of preparing CEQA/NEPA related studies for the LA-RICS LTE project;

b. Monitor and report on best management practices and NEPA and CEQA mitigation measures (if any) to ensure compliance during LMR and LTE project implementation.
c. Prepare and deliver a CEQA-compliant Environmental Impact Report (EIR) and NEPA-compliant Environmental Assessment (EA), as required, for the LMR project. The lead agency for the EIR will be the LA RICS JPA and the lead agency for the EA will be the Federal Emergency Management Agency (FEMA).
d. Develop a draft project description for a Proposed Action based on input received from the Authority and/or the System Contractors.
e. Develop technical reports to describe the existing environment and analyze potential environmental impacts for the EA/EIR.
f. Perform biological surveys and prepare biological reports through the Design Phase of the LMR project, and support federal Endangered Species Act Section 7 consultation with USFWS, and Section 2081 and 2080.1 (California Fish and Game Code) consultation with CDFW.
g. Prepare comprehensive reports including a biological assessment, biological technical report, and biological evaluation (for federal lands).
h. Perform cultural resources surveys and prepare cultural resources reports and in support of SHPO and Native American consultation.

2.2.14 Coordinate project close-out activities including system acceptance and end-user training for both the LMR and LTE projects.

3. PROGRAM REVIEW AND VALIDATION

The Consultant will conduct a series of mobilization interactive planning sessions with the JPA's Executive Director, and key LMR and LTE project personnel to focus on teambuilding, planning, organization, and project kick-off. These sessions will include consideration of stakeholder concerns, obtaining answers to relevant questions, and development of an understanding of roles in supporting other stakeholders. The sessions will be used to establish and document team alignment, roles, responsibilities, and expectations for both projects.

The Consultant's experts in project management, planning, funding, scheduling, and estimating will work with the Authority to address the LMR and LTE projects' unique challenges and begin drafting the Project Delivery Plan (PDP) for each project. Using initial work sessions as the starting point, the Consultant will develop a detailed PDP based on each project's goals and guided by a strategic total project implementation perspective for each project.

The Consultant will deploy the following methodologies and techniques to form a solid foundation for LMR and LTE project execution:

a. Perform team building activities: team orientation, information sharing, establishing lines of communication
b. Transfer existing project information/documentation to Consultant members
c. Confirm project management goals and objective
d. Verify the status of ongoing tasks and define critical issues
e. Confirm lines of authority, organization, roles, and responsibilities
f. Confirm budget and schedule status and funding/cash flow issues
g. Engage in interactive planning to develop master schedule milestones
h. Develop coordinated work plan with all major players
i. Review and develop current project budget and estimates for roll-up into master budget
j. Initialize project management control system

k. Maintain customized, targeted QA/QC in every facet of the project
l. Confirm, verify, and create a project-level communication plan
m. Create and distribute the project-level document distribution plan

4. PROJECT ADMINISTRATION SERVICES

4. 1 Prepare and maintain Master Calendar and Meeting Minutes for the LMR and LTE projects

The Consultant will prepare and maintain the master calendar for each of the LMR and LTE projects, which are key management and administrative control systems that are both proactive and reactive. Project master schedules are used to schedule and document significant events and maintain records on a weekly basis for all project meetings for each project. Minutes of these meetings are recorded and distributed to a designated list of participants. The Consultant will prepare meeting minutes for all meetings designated by the Authority both the LMR and LTE projects and use them to measure and document work progress, identify problems, and the required action(s) for resolution. Upon completing the LMR and LTE projects, these master project calendars, and the record of all meeting minutes for each project, shall serve as an audit trail of all major project events and milestones.

4.2 Provide document control, administrative support, and information management for the LA-RICS LMR and LTE projects

The Consultant will establish and maintain a records management system that will be a project management control system which will fully integrate all project documentation for both the LMR and LTE projects. The web-based systems will be controlled via a secured access availability based on an approved responsibility matrix and communication protocols.

The Consultant shall establish a project file index, for both the LMR and LTE projects, consistent with industry standards, and as approved by the Authority. Consultant shall implement the approved file indexes and maintain a physical record (hard copies) of all project-related documents and records for both projects. These shall be stored in a secured location approved by the Authority. Project documents and records shall be readily available to Authority staff upon request.

4.3 Administer LA-RICS Project Contracts

The Consultant will assist the Authority with the review all project related contracts/agreements, including but not limited to, contracts with both the LMR System Contractor and the LTE System Contractor, and the environmental services consultant, to determine applicability of the contractors' and/or consultant's scope of work with the overall intent of the LA-RICS projects, and to determine all contractually required deliverables. Working closely with the key stakeholders, the Consultant will determine which deliverables in each project require stakeholder review and/or approval. These review and approval cycles will be in the program-level project schedule and will include deliverables (for tracking) in the project management control systems for each project.

4.4 Assist in environmental documentation preparation and processing in conformance with the CEQA and NEPA for the LTE project

The Consultant will review the contract requirements of the Authority's environmental consultant and assist with the coordination of all LTE contract deliverables with the environmental consultant, working with the Authority to schedule review and comment periods for environmental documentation, review and provide comment to such environmental documentation, and ensure all comments are returned to the environmental consultant and are incorporated in the final documents for the LTE project. The Consultant will assist the

Authority and the environmental consultant as needed at public meetings required for approval of the LTE environmental documents. The Consultant will ensure that any routine and regular documents or reports (daily, monthly, by site) required by the contract for the LTE project are complete and submitted. Following approval of the environmental documents, the Consultant will ensure that the best management practices and, if applicable, the CEQA Mitigation Monitoring and Reporting Program is implemented by applicable parties as defined in the environmental documents, for the LTE project.

4.5 Prepare the environmental documentation and ensure processing in conformance with CEQA and NEPA for the LMR project

The Consultant is responsible for all phases and activities associated with the preparation and delivery of the NEPA-compliant Environmental Assessment (EA) and CEQA-compliant Environmental Impact Report (EIR) for the LMR project. Consultant will work with the Authority to schedule review and comment periods for environmental documentation with the LA-RICS Staff, and ensure that all relevant comments are incorporated in the final documents for, as necessary, for the LMR project. The Consultant will assist the Authority in conducting any public meetings that may be required for approval of the LMR environmental documents. The Consultant will ensure that any routine and regular documents or reports (daily, monthly, by site) required by the contract for the LMR project are complete and submitted. Following approval of the environmental documents for the LMR project, the Consultant will ensure that the best management practices and, if applicable, the CEQA Mitigation Monitoring and Reporting Program, is implemented by applicable parties as defined in the environmental documents, for the LMR project.

The Consultant will review and validate LMR and LTE Contractor(s) reports for Construction Management Activities (CMA), at all LMR and LTE sites where the LMR and LTE Contractors perform CMA analysis whether Biological or Cultural, and provide the Authority with periodic reports as to the LMR and LTE Contractor's performance during LMR and LTE site construction. These services include, but are not limited to, review of Contractor CMA reports and LMR/LTE site inspections to verify that the LMR and LTE Contractors are proceeding with construction in compliance with CMA requirements as outlined in the LMR and LTE System Contracts respectively.

4.6 Prepare and maintain Project Reports and Records for the LMR and LTE projects

Immediately after notice to proceed, as part of the Consultant's integration plan, they will work with the Authority's key staff to determine the content and regularity of project reports for both the LMR and LTE projects. The Consultant will use the approved communications plan to determine the distribution for drafts as well as final reports for each project. Monthly LMR and LTE project reports will be provide to the Authority with current and accurate information regarding the program master plans. These monthly reports for each project will include:

a. A project budget analysis for each project describing the total project cost, actual expenditures to date, percent of budget spent to date, and budget remaining to complete the project. Identify any potential funding shortfalls and potential ways to mitigate them for each project.
b. A project schedule analysis for each project describing activities completed to date, project percent complete, actual progress versus baseline schedule, upcoming project milestones, activities on the critical path, and activities to be completed in the upcoming month (look-ahead schedule).
c. Future construction activities and early notification of potential operational impacts for each project that require coordination with the Authority
d. Pending action items for each project

With the approval of the Authority, the monthly report can be a single report containing status of both the LMR and LTE projects.

These reports will track float changes in all project areas, flagging those areas where the available float is decreasing (indicating a lack of progress) or increasing (indicating exceeding planned progress) and identifying the factors causing the change. The monthly trend report assists in identifying problem areas before they become critical. Using this report the Consultant can provide a detailed explanation of the root cause(s) for a delay in any area, as well as recommended corrective plan of action, for each project.
The Consultant will prepare these monthly reports in two forms:

a. An executive summary, that functions as a periodic newsletter of construction progress for project stakeholders and LA-RICS stakeholders
b. Analysis of the LMR System Contractor's and LTE System Contractor's recovery schedule (if applicable).
a. A detailed report for each project

The executive summary will be a graphic representation of the current and accurate status of each program's master plan. The detailed report supporting the summary of each project discusses all aspects of the program(s) master plan and the scope, schedule, and budget of current capital projects. The methodology used in preparing these reports for each project will be based on integrating information from various project databases or control systems such as:

a. Schedule information (completion status, milestone, critical path, and baseline schedule.
b. Total project cost estimates and financial summaries.
c. Project cash flow.
d. Submittals.
e. Requests for information.
f. Requests for quotation.
g. Critical issues

4.7 Provide and maintain an Electronic Document Control

The Consultant will provide a Document Control Plan and project file index which will define control procedures for all project-related documentation for each project. They will establish, manage, set-up, and implement a fully integrated, image-based document and retrieval system, for both the LMR and LTE projects, allowing for the archiving, control and security of all documents, records, reviews, correspondence, and writings, which shall provide the capability for expediting the transmittal of project-related construction documents. Consultant document control staff will maintain the accuracy of these databases through both daily and weekly updates.

The document control system for each project will:

a. Enable the management of millions of records and retrieval in seconds
b. Store consultant services agreements and contracts for easy retrieval and review
c. Shares documents with colleagues while protecting confidential information
d. Allow for e-mailing or faxing files with the click of a mouse
e. Provide an easy way to share documents with other offices or take them on the road
f. Tackle paper flow and information overload
g. Provide legal documentation

The Consultant will ensure all hardware and software purchased meets the specific requirements to support the proposed electronic document control system and other established programs. They will work with the

Authority to ensure the management information system for both projects possesses adequate capacity to manage the requirements, such as a shared local area network, electronic image-based document control system, and communications such as e-mail, computerized faxing, and internet access.

4.8 Provide and maintain an Issues Tracking System for each project

The Consultant will employ a web based Issues Tracking System such as Oracle Contract Manager as an issues tracking tool for each project to provide:

a. Effective communication and accountability from which project performance can be evaluated
b. Built-in modules for intuitive form routing and tracking tools to responsible parties
c. Allows project executives to focus on managing projects, not paper

5. SCHEDULE AND COST MANAGEMENT

Develop program procedures for the management of funding authorizations, funding approvals, cost escalation, communications protocols, responsibility matrix, and records management for the LMR and LTE projects.

The Consultant will develop a Project Delivery Plan (PDP) for each of the LMR and LTE projects consisting in part of program procedures for implementation and management of all tasks. Consultant will develop the PDP using industry best practices and will then customize it to meet the specific needs of the LMR and LTE projects. They will meet with key Authority personnel to better understand existing protocols for funding authorization approvals and communication for each project.

The Consultant will use this information to create program procedures, a communication plan, and a responsibility matrix with flow charts for each project.

The Consultant will track and manage cost escalation by using internal cost data for similar programs/projects as well as published industry cost information to establish trending plans. They will use these trending plans to determine the appropriate contingency levels for the LA-RICS LMR and LTE project cost models.

The Consultants' records management system will be a project management control system that will fully integrate all project information for reach project. This will be a web-based system and will have secured access availability based on an approved responsibility matrix and communications protocols.

5.1 Prepare and manage project budgets and schedules

The Consultant will develop program-level budgets and schedules for both the LMR and LTE projects. The master schedules will be a roadmap to project completion. Working with the information gathered at the interactive planning session, the Consultant will work one-on-one with the critical project stakeholders to develop a master schedule for each project that details every activity required to complete the project. This includes preconstruction activities including CEQA/NEPA studies, design milestones, third-party contracts, equipment and furnishings procurement and delivery, and JPA requirements, construction phasing, training, testing and commissioning activities, and review and approval checkpoints for each project.

Based on criteria established for the prospective projects, the Consultant's estimators will query the historical database for similar type projects and use factors such as location and escalation to benchmark each project to the center point of construction. They will use data from each of these projects to develop a cost model or budget for the new LMR and LTE projects based on a set of assumptions in the planning documents. In certain situations or geographies, they will perform market surveys to determine current market conditions such as

labor costs and availability, market saturation as it relates to the bidding climate, and any special factors to be considered for the local market.

Consultant shall review the LMR System Contractor's and LTE System Contractor's baseline schedules and make recommendations to the Authority whether to approve or reject the schedule for each project. Once the baseline schedules are established and approved, the Consultant will ensure that the Authority receives monthly schedule updates from the LMR System Contractor and the LTE System Contractor. The Consultant shall review the monthly schedules updates and make recommendations to the Authority whether to approve or reject the updated schedules for each project. The Consultant shall provide review comments to the LMR System Contractor and the LTE System Contractor to be incorporated into subsequent updates. Schedule review comments for each project shall include a discussion on the following:

a. Overall contractual project duration (calendar days) and any changes to the contractual substantial completion date. Include a discussion of any change orders which may have extended the contractual substantial completion date.
b. Discussion regarding the addition/deletion of any activities, calendar changes, changes in the relationship between activities and/or activity lags, changes in the description activities, calendar changes, changes in the duration of activities, number of activities with "actual start" dates, and number of activities with "actual completion" dates.
c. A critical path analysis for each of the LMR and LTE projects.

5.1.1 Establishment of a Baseline Schedule

The Consultant will establish a baseline schedule with the LMR System Contractor and the LTE System Contractor that is fair to the Authority and LMR and LTE Systems Contractors and is an accurate representation of how each Contractor will actually build the LMR and LTE projects. For each project, the schedule will include consideration of, but not be limited to:

a. An understanding of critical tasks to be performed
b. An understanding of project schedule and budget objectives
c. Consensus of basic schedule architecture, software usage and administrative steps for the balance of the project
d. Review of the telecommunications system contractor's detailed baseline schedule
e. Examination of logic durations, constructability, and flow of work laid out in the schedule, including non-implementation/construction restraints and activities (i.e. permits, procurement strings, submittal reviews and approvals, other contractor activities, end user activities, and restrictions)
f. Analysis of cost and manpower allocations by trade and examination of cumulative distribution
g. Consideration of input from major subcontractors and vendors, thorough the telecommunications system contractor, in development and approval of the schedule.

5.1.2 Key schedule management activities for the LMR and LTE projects will include, but not be limited to:

a. Short interval schedules, such as two- and three-week look-ahead schedules
b. Updating the schedule monthly
c. Preparing float trend analysis on each update (refer to the float chart on the following page)
d. Generating pay applications from the updated schedule
e. Evaluating the LMR System Contractor and LTE System Contractor's recovery schedules and identifying mitigation measures needed whenever progress is delayed
f. Identifying mitigation measures needed for the recovery or when changes to the contract scope of work have the potential to impact the schedule

g. Coordinating all construction activities with particular attention to coordination with various contractors working on different bid packages
h. Documenting, verifying, and reporting progress monthly
i. Performing technical analysis for all the changes submitted and/or subsequent claims made by the telecommunications system contractor
j. Conducting negotiation of all time impact settlements

5.1.3 Integration of the System(s) with a Work Breakdown Structure/Chart of Accounts

To make the LMR and LTE projects controls process comprehensive to all program aspects, the Consultant will integrate each individual system component into an overall project control system for each project. One of these integrated components is the work breakdown structure (WBS). Consultant will work closely with the Authority to determine and define the best WBS for each project, and determine, for each project, whether projects' structure should be shaped by funding source, bid packages, program phase, or a hybrid of system/structure. These project structures will provide detailed definition to contract packages and major budget elements, and define segregated budgets across the whole organization, such as owner's costs, PM/CM Consultant, and the LMR and LTE Systems Contractor's cost assignments.

5.1.4 Use of Each System as a Management Tool

Each WBS entry, for each project, will have a project definition sheet that provides the WBS description, set of functional requirements the projects must satisfy, the allowed budgets (by design or construction phase for each active party), and overall project(s) schedule. Together this matched data provides a tool to baseline and track performance against a pre-determined set of metrics.

5.1.5 Provide telecommunication appraisal expertise for valuation on all match expenditure for grant funds

The grant application and approval process for each project involves developing investment justifications based on technical or operational needs, and also developing a financial analysis that provides approval authorities with the confidence that all costs and benefits have been defined and quantified. This analysis is especially important when the applicant must produce matching funds to qualify. One of the key aspects of developing a cost analysis is creating a viable set of assumptions, particularly in the areas of technology, finance, and operations. For a particular appraisal, the Consultant will work with the Authority's Executive Director to identify and quantify these assumptions for each of the LMR and LTE projects. Using an in-house cost estimating tool, the Consultant will provide a life-cycle cost estimate for the applicable LMR and/or LTE Systems based on actual contract information balanced against industry information, as well as the Consultant's experience with comparable systems. The estimated costs for each project may include:

a. Radio equipment and control
b. Backhaul equipment
c. Interoperability equipment
d. Subscriber units
e. Antennas
f. Dispatch consoles and other subsystems needed to interconnect to the radio network
g. Real property, site access agreements, and site modifications
h. Microwave upgrade/extensions
i. Project management
j. Annual maintenance
k. First year operational costs
l. Projected 10-year capital costs

m. Projected 10-year operational costs

6. QUALITY ASSURANCE/QUALITY CONTROL

The size and complexity of two simultaneous LMR and LTE LA-RICS projects demand an exacting approach to quality control, risk management, and customer satisfaction. To ensure that the LMR and LTE Systems Contractors deliver the best and most comprehensive solutions for the Authority, the Consultant will employ proven processes for QA/QC and Risk Management services across all project phases for each project. To ensure the Consultant achieves Authority expectations and goals, the Consultant will use a client satisfaction process to measure their team's performance against mutually agreed-upon key performance indicators for each project. The following paragraphs outline the approach to these critical areas.

a. The Consultants team members will have performed QA/QC specialized functions on statewide radio deployments in the U.S.
b. The Consultant will use the industry's most comprehensive collection of radio technology engineers and analysts available
c. The Consultant of QA/QC process experts will have performed similar services for projects similar to the LA-RICS project
d. High-level team management involvement will be used throughout the LA-RICS project
e. The Consultant's complete and operational radio systems performance approach will:
    i. Provide a QA/QC plan that encompasses the QA/QC process, reviews, methodology, resources, and objectives of the QA/QC program
    ii. Apply best practices analytical tools to verify and validate the telecommunications system contractor's approach and estimations
    iii. Provide a detailed, actionable recommendations for system and/or program modifications or improvements

The intent and benefit of a well-defined QA/QC process for each project is to verify and validate the specific work products of each project phase. The Consultant will develop a QA/QC plan that supports Authority expectations of quality from the LMR and LTE System Contractors.

6.1 Verify Technical Compliance

The Consultant will assess and report on the LMR System Contractor's and LTE System Contractor's adherence to the technical requirements of the LMR and LTE projects during all project phases. These requirements include the functional, operational, standards compliance, performance, coverage/capacity, and interoperability requirements of the LA-RICS program. Reports will be generated on a quarterly basis for each project, with ad-hoc reports generated for compliance actions that require immediate response.

7. RISK MANAGEMENT

The Consultant will implement a comprehensive risk tracking and mitigation program for each project that will:

a. Identify and evaluate potential risks to the LMR and LTE projects
b. Identify risk mitigation strategies and activities for each project
c. Report on findings and recommendations for each project

In addition, the Consultant will closely monitor the LMR and LTE Systems Contractors' project plans to identify potential risks to the timely completion of project milestones and tasks and to the adherence to the project schedule for each project. The Consultant will provide reports with findings and recommendations on a quarterly basis for each project, or as required.

The Consultant will employ these two key risk management functions:

a. Risk *assessment*, where the Consultant and Authority staff will determine the risks in each project and identify plans to execute should the risk materialize.
b. Risk *control*, where the Consultant and Authority staff will take a proactive role to minimize and mitigate identified risks in each project before they occur.

The Consultant will develop and maintain, with input from the Authority, a list of potential risks for each project. Potential risks will be included for all participating organizations, including the LMR System Contractor and the LTE System Contractor, all subcontractors for each project, participating local jurisdictions, and the JPA in areas such as:

a. Critical path analysis – dependencies and impact of non-achievement
b. Schedule realities and anomalies – realistic durations compared to recent past histories
c. Design – comprehensive and in sync with industry best practices
d. Production limitations – ability to meet schedules and prioritize new orders
e. Weather – impact of adverse weather conditions
f. Past history with specific products being fielded – issues and anomalies
g. Construction and vendor delays – track record of performance and vendor delivery
h. Organization – organizational structure that supports requirements and changes
i. Third party – regulatory issues, permitting processes, environmental concerns, etc.
j. Public relations – impact of political wind shifts, perceptions, and communications

7.1 Dispute Resolution

For each of the LMR and LTE projects, the Consultant will ensure that design documents are well coordinated, easy to read, complete, and as error-free as possible. To achieve this, the Consultant will conduct thorough design and constructability reviews for each project with a multi-disciplined A/E team. The Consultant will conduct reviews at design milestones, often at the conclusion of each design phase, at intermittent completion milestones, or via over-the-shoulder reviews for specific technical needs. The Consultant will ensure:

a. That design documents prepared by the telecommunications system contractor comply with state and local codes.
b. Building systems are energy efficient.
c. The design accounts for technology needs.

The Consultant will work in cooperation with the Authority to develop a checklist approach to document review for each of the LMR and LTE projects.

The Consultant will attempt to resolve issues in each project as early as possible and at the lowest management level. During the initial phase of the LMR and LTE projects, the Consultant will conduct an interactive planning session to ensure all project details and needs are discussed early and openly. The Consultant will develop a defined project execution plan for each project with established key milestone dates for each phase, identifying key interface points, identifying the project critical path and setting coordination procedures and soliciting the LMR and LTE Systems Contractors' buy in to the overall plans. It will establish a protocol identifying how Contractor issues will be addressed. The Consultant will subsequently monitor each project for potential issues and work quickly to resolve them while impacts are minimal. If the Consultant observes or suspects a problem exists that could lead to a claim in either project, they will:

a. Evaluate the potential risk
b. Explore alternatives for resolving the problem

c. If required, prepare supplemental guidance to clarify contract requirements
d. Begin preparing a potential claim file to capture all correspondence, reports, meeting minutes, and other documents relevant to the issue
e. Proactively address and fairly resolve telecommunications system contractor's issues as they arise so that they don't become claims
f. If a claim is filed, assist with the resolution with expertise, lessons learned, and strategy development
g. Initiate a change order, if appropriate, to compensate a contractor for changed conditions

8. PROJECT CLOSEOUT

Coordinate System Acceptance and End-User Training for each LMR and LTE Project

For each LMR and LTE project, the Consultant will determine the project closeout requirements during the program's integration phase. The Consultant will work closely with key stakeholders, especially maintenance and facility personnel, to understand their requirements for closeout, including warranty requirements, start-up, training, and usual and ongoing maintenance. The Consultant will include these requirements in the project management controls system for each project, as well as on the projects' master schedule. The Consultant will provide a comprehensive issues tracking system to provide visibility and definition to outstanding deficiencies and an integrated project schedule for both the LMR and LTE projects. The Consultant will coordinate acceptance activities for each project with the Authority (including their program managers, execution of a work acceptance certificate) and applicable jurisdictions to ensure all LMR and LTE Contractor obligations are complete. This includes:

a. Obtaining jurisdictional approvals of the site design documents
b. Completing all contract milestones
c. Obtaining work acceptance certificates for substantial/final completion of LMR system acceptance, LTE system acceptance, and final telecommunications system acceptance

9. STATEMENT OF WORK BY PHASES

Both the LMR and LTE projects in the LA-RICS program will be executed in the following six phases:

Preliminary Phase (Phase 0) – Project Startup (LMR and LTE)
Phase 1 – System Design (LMR and LTE)
Phase 2 – Site Construct and Site Modification (LMR and LTE)
Phase 3 – Supply Telecommunications System Components (LMR and LTE)
Phase 4 –System Implementation (LMR and LTE)
Phase 5 –System Maintenance (LMR and LTE)

9.1 PRELIMINARY PHASE 0 – LMR AND LTE PROJECT STARTUP

Upon the effective date of Consultant Agreement and a Notice to Proceed (NTP), and prior to the execution of the LMR System Contractor's contract or the LTE System Contractor's contract, Consultant shall fully perform the Preliminary Phase tasks and deliverables in this Section 9.1 for both the LMR and LTE projects.

9.1.1 Document Management System

Consultant shall establish a document management system for both the LMR and LTE projects in both electronic and paper documents format.

9.1.2 Cost Modeling

Consultant will assist the Authority in developing a project cost model for each project that considers grant funding allocations, proposed/required Member contributions, proposed/required Member/subscriber/affiliate

fees, timelines and cash flow requirements by phase. Consultant shall create a baseline cost of the LMR and LTE System Contractors' scope of work, identifying costs by phase, project schedule(s), and migration plan(s). Consultant shall work with the Authority and other relevant entities to create reports for each project analyzing the optimization of LA-RICS project funding/grant funding with the LA-RICS projects schedules.

9.1.3 Project Delivery Plan (PDP)

Consultant shall create a Project Delivery Plan draft for both the LMR and LTE projects, subject to subsequent revision under Section 3.0 above.

9.1.4 LMR System Analysis

Consultant shall prepare an analysis regarding the LMR system addressing

a. The potential wasteage if the Authority were to implement the LMR system on the T-Band frequencies (470 to 512 MHz) and then migrate the LMR system to 700-800 MHz band frequencies or other hybrid network prior to the T-Band frequencies being auctioned under HR 3630
b. The feasibility of the Authority forgoing implementation of the LMR system on the T-Band frequencies, and rather implementing the LMR system on 700-800 MHz band frequencies or other hybrid network.

Regarding item a. of this task, issues to be addressed include:

a. How much of the T-Band design would be reusable?
b. What is the breakage/throwaway?
c. In a notional design, how many sites would be needed for a 700-800 MHz band frequency, or some hybrid thereof, LMR system?
d. Where could the Authority co-locate the 700-800 MHz band frequency sites with the LTE system sites?
e. If the Authority could co-locate some number of 700-800 MHz band frequency sites with LTE system sites, how many frequencies would the Authority need?
f. Is the migration from T-Band frequencies to 700-800 MHz band frequencies a significant forklift effort?
g. What percentage of what the Authority deployed on the T-Band frequencies will require replacement (breakeage)?

Regarding item b. of this task, issues to be addressed include:

a. How many sites would be needed?
b. What is the estimated cost?
c. What is the total cost of ownership?
d. In a notional system, what are the number of frequencies the Authority would need in order to build-out a system to cover Los Angeles County at the coverage and capacity specifications noted in Request for Proposals?
e. Does the Authority or its Members have those frequencies now?
f. How long will it take to build out the network?
g. What else is possible?
h. What other frequencies could the Authority use?
i. How could the Authority use the analog overlay?
j. Could the Authority use the LTE system sites for 700-800MHz deployment and enhance frequency reuse?
k. What would coverage and capacity look like depending on the design?

9.1.5 LMR Site Assessments

As part of the project descriptions, the Consultant will perform detailed site assessments for all 109 identified LMR sites. The project descriptions will include site drawings showing construction boundaries, footprints of towers and shelters, and disturbance areas. It will also provide tower and shelter details, including quantity, height, size, foundation, lighting, number and type of antennas, and amount of grading and clearing necessary. Since the documents will be used as a reference for the environmental analysis, the Consultant will employ specialized technical support staff, experienced in the requirements, environmental impact, and documentation of radio tower site construction, to ensure the accuracy and completeness of all information.

The Consultant will work closely with the Authority to schedule, coordinate, and review these documents to ensure they accurately describe the systems and site components at each of the 109 LMR sites, and that they provide the necessary information for the environmental CEQA and NEPA review process. Also, the Consultant will complete site visits and inspections for all existing 109 LMR sites to ensure the accuracy of the LMR site database as provided in the RFP and supporting documents. The Consultant will perform visual site surveys to include, but not be limited to, the following elements:

a. Structural analyses of existing towers and other antenna support structures.
b. Equipment inventory.
c. Access road conditions.
d. General site conditions.
e. Physical availability of surrounding land space.
f. Perimeter security.
g. Commercial power.
h. Emergency power.
i. AC and/or DC power.
j. Equipment shelter design.
k. HVAC.
l. Grounding and lightning protection.
m. Tower FAA obstruction lighting and painting.
n. Fire suppression and prevention.
o. Telco service.
p. Site safety radio frequency radiation compliance.
q. Grounding and variances from specific vendor standards.
r. Transmission line support structures.
s. Waveguide and dry air systems.
t. Civil and earthwork performance criteria.
u. Nearby obstructions that may impact microwave paths and mobile radio coverage.
v. Implementation of best management practices and CEQA/NEPA mitigation measures (if any).

The result of LMR Site Assessment task will be a complete and comprehensive LMR site database of all 109 LMR sites. The site database will be resident in the SharePoint system for easy access by the Consultant, the Authority, and subsequent Telecommunications System Contractor(s).

9.1.6 LMR Hybrid System Analysis

Consultant shall prepare an analysis regarding the feasibility of a potential hybrid LA-RICS LMR system consisting of:

a. The use of the County-owned UHF T-Band frequencies for a County-wide digital trunked voice radio system DTVRS for the agencies which currently use that frequency band.

b. The use of the seventy (70) 700 MHz County-licensed frequencies to provide County-wide coverage for migrating selected UHF T-Band subscribers away from that spectrum in preparation for the eventual requirement to vacate the T-Band spectrum.
c. The use of the County-owned UHF T-Band spectrum to provide NMDN (narrowband data, 25 KHz) County-wide coverage until LTE services are available from the National Public Safety Broadband Network or a compatible network implemented by the Authority.
d. The use of the existing County-licensed 800 MHz spectrum (64 channels) for the Analog Conventional Voice Radio System (ACVRS).

The areas to be included in this analysis include the following, for both the 700 MHz and UHF T-Band components:

a. Coverage
b. Capacity
c. Spectrum use including high-level channel planning for simulcast planning and channel reuse
d. Initial high-level identification and mitigation of interference issues
e. High-level implementation and migration considerations
f. Rough order-of-magnitude costs for the LMR and microwave equipment, infrastructure, and vendor-related implementation/project management

This task does not constitute a network design, but is rather a feasibility analysis. Preliminary and detailed analyses will be conducted by the future LMR System Contractor during Phase 1 design activities, and reviewed by the Consultant.

Assumptions from the initial LMR Feasibility Study (section 9.1.5 above) will be used in this hybrid network feasibility analysis, including the areas of user requirements, technical and functional specifications from the 2011 Telecommunications Services RFP, spectrum ownership, currently awarded grant funding, and site availability. No consideration will be given to determining the timing of the availability of additional 700/800 MHz spectrum, the availability of LTE capacity, legislative or policy changes related to the T-Band giveback process, or the availability of any funds related to H.R. 3630. Channel requirements per site will be developed using existing system use information and the minimum channel count of 10 per site defined in the RFP will not be used; rather, the channel counts per site will be based on a high-level assessment of requirements based on current use and projected growth as outlined in the RFP.

Additional scope of work in this section 9.1.6, and as a follow-on to completed activities for the LMR Hybrid System Analysis as outlined above, will include an interference analysis of two (2) 700 MHz guard band channels.

As a result of the enactment of HR 3630 on February 22, 2012, LA-RICS is tasked to look for additional radio spectrum to construct a UHF T-band/700 MHz hybrid voice and data network. LA City has contributed thirty-four (34) 700 MHZ frequencies. Two MHz of 700 MHz spectrum was also identified for potential use. These two are the guard band frequencies 768-769 MHz and 798-799 MHz which separate the broadband from the narrowband frequencies, and are not currently allocated for use by FCC rules. The Authority plans to apply for a waiver to the FCC rules to utilize these frequencies in support of its Hybrid network.

The Authority has contacted FCC counsel to begin the waiver process for these frequencies. The added scope to the Jacobs Scope of Work (restated herein) is as follows:

a. Provide a needs analysis demonstrating and justifying that other spectrum is not available.
b. Provide an interference analysis to ascertain that the use of the spectrum as identified above is possible

without significant interference to adjacent services.

c. Complete the FCC Form 605 License Application, articulating the technical parameters for use of the spectrum.

Consultant will utilize subject matter experts skilled in the areas of RF frequency coordination, frequency interference engineering, knowledge of FCC rules, and familiarity with the waiver and licensing process. Additionally, Consultant will generate technical supporting documentation in the form of interference contours. This scope is anticipated to take no longer than six (6) weeks from issuance of notice to proceed to completion.

9.1.7 RFP Rewrite (LMR and LTE)

Consultant will support the RFP Rewrite process for both LMR and LTE, in the following areas:

a. LTE and LMR network specification
b. Site and constructability considerations
c. Overall program rollout expectations
d. Design, deployment, test and acceptance processes and specification
e. Phasing and schedule considerations
f. Overall site and network requirements generation

The Consultant will perform the following minimum program support activities:

a. Provide input with respect to technical and functional specifications for consistency with industry standards and client requirements.

b. Provide input with respect to LMR and LTE RFP(s) for inconsistencies in technology, methodology, and performance.

c. Provide input with respect to the review of LMR and LTE RFP(s) to ensure consistency with the proposed evaluation and scoring methodology and process.

d. Provide input with respect to the review of LMR and LTE RFP(s) to validate that proposals can be verified through future acceptance testing.

e. Provide input with respect to the review of boilerplate terms, conditions, and instructions for appropriateness and applicability to the goals and objectives of the LA-RICS initiative.

f. Provide input with respect to the review of service level/performance guarantee requirements to validate that they can be achieved.

g. Provide input with respect to the review for unnecessary risk items that may be ascertained in proposer(s) proposals.

The Deliverable for this 9.1.8 RFP Rewrite task is the Summary Report of activities performed in support of LA-RICS RFPs for both the LMR and LTE Systems resulting in a LMR System Contractor RFP and a LTE System Contractor RFP that will each be the basis for LMR and LTE Contractor(s) selection to perform the design, deployment, test, and acceptance for the LA-RICS program.

9.1.8 RFP/Proposals Compliance Analysis

Consultant will perform the RFP Proposal Compliance Analysis for both the LMR and LTE proposal(s), specifically in the areas of LMR and LTE network specifications, site and constructability considerations, and with respect to specific Proposer(s) proposed deployment decisions and infrastructure development considerations for each

project. The Consultant will perform the following minimum proposal compliance activities for each project:

a. Review LMR and LTE RFPs to validate proposer(s) knowledge of LA-RICS requirements for each project.

b. Identify key areas of LMR and LTE RFP response to be used for compliance analysis for each project.

c. Develop a format for the Compliance Report that will be specific to each proposer(s) proposal for both the LMR and LTE proposals.

d. Develop analytical processes to ensure consistency across compliance report sections, and aid in consistency in the evaluation and scoring processes for each project.

e. Review specific technical sections of each proposer(s) proposal to validate compliance with RFP requirements and expectations for each project.

f. Review each proposer(s) response for both projects to validate that the required services and functions can be delivered operationally by the proposer(s), and that their proposed solution is viable and cost effective for each project.

g. Provide input with respect to review of the LMR and LTE RFPs to validate proposer(s) approach, cost, and acceptance criteria for the LMR and LTE network deployments for each project.

h. Review transition and implementation plans for reasonableness, adequacy, and compliance with LMR and LTE RFP considerations for each project.

i. Review and prepare an analysis of each proposer(s) proposal response for each project, indicating the strengths and weaknesses of each proposer(s) responses with respect to LMR and LTE RFP requirements.

j. Identify major concerns and risks with each proposer(s) response for each project.

Additionally, Consultant will provide LMR and LTE Subject Matter Expertise (SME) support to the Evaluation Team, to include the following tasks for each project:

a. Provide clarifications to the Evaluation Team, as needed, with respect to proposer(s) proposed technology and infrastructure solutions for each project.

b. Provide guidance to the Evaluation Team, as needed, with respect to industry best practices for LMR and LTE network deployment and site/civil construction for each project.

c. Assist the Evaluation Team, as needed, to fully understand the nature and intent of proposer(s) proposed technology and infrastructure solutions for each project.

d. Closely coordinate with the Evaluation Team across all components of the Evaluation process for each project.

e. Provide expert advice and recommendations to the Evaluation Team, as needed, to help the team understand not only the written solutions proposed by the proposer(s), but also the nuances of the proposer(s) proposal(s) with respect to design, deployment, test, cutover, and acceptance activities for each project.

f. Drawing upon the Consultants' expertise in the public safety market, provide reasonable estimations of constructability and network deployment success with respect to the proposer(s) proposed solutions and activities for each project.

g. Generally, assist the Evaluation Team with all aspects of the LMR and LTE evaluations with respect to each section of proposer(s) proposal(s) for each project, but not to include actual scoring activities.

The Deliverables for this 9.1.9 Proposal(s) Compliance Analysis tasks are the LMR and LTE Summary Compliance Reports for each proposer(s) of activities performed in response to the LA-RICS RFP(s)/Addendum(s). The Compliance Analyses will form the basis for the Proposal evaluation process for each project, specifically with respect to the design, deployment, test, and acceptance of the LA-RICS program. Additionally, written clarifications, recommendations, comparisons, and statements of expert witness, as provided to the Evaluation Team, will be compiled as part of the Deliverables for these tasks.

9.1.9 Negotiations

Consultant shall participate in and advise the Authority during negotiations of both the LMR and LTE Systems contract documents to ensure that the Authority obtains the best terms and conditions, as accurately and effectively memorialized in the agreements for each project.

Consultant shall participate in and advise the Authority during negotiations with the selected LMR and LTE Systems Contractors to assist with identifying/clarifying Contractor(s) scope of work with respect to radio network deployment and site constructability, terms and conditions (including the justification for claimed exceptions), network design, deployment, test and acceptance, and all components and aspects of proposer(s) proposals(s) that would be the subject of negotiations for each project. Consultant will specifically support these LMR and LTE tasks in the following areas:

a. Assess LMR and LTE Contractor(s) proposal(s) with respect to terms and conditions as pertains to radio network deployment, site assessment, construction, testing, and acceptance for each project.

b. Assess LMR and LTE Contractor(s) proposal(s) for site network technology applicability, construction schedules, methodologies, processes, and plans for each project.

c. Assess LMR and LTE Contractor(s) proposal(s) processes for telecommunications equipment deployment, site upgrades, builds, over-builds, modifications, etc. for each project.

d. Assess LMR and LTE Contractor(s) proposal(s) for compliance with industry LMR, LTE, and construction standards, and radio deployment and construction best practices for each project.

Additionally, the Consultant will perform the following services in support of LMR and LTE Contractor negotiations:

a. Participate in the development of the initial negotiations strategy for each project.

b. Develop what-if scenarios and devil's advocate positions for possible negotiation(s) positions for each project.

c. Identify weak and strong points in the LMR and LTE Contractor(s) negotiation(s) positions.

d. Provide 'best current practices' for key negotiation areas based on recent experiences in other negotiation processes.

e. Review proposed LMR and LTE Contractor(s) schedule(s) to validate the viability of the proposed program schedule for each project.

f. Review component and network test procedures for reasonableness for each project.

g. Review payment/acceptance terms and conditions with respect to the adequacy of milestones and program performance metrics for each project.

h. Review and provide comparative pricing for services and equipment based on other similar negotiations efforts for each project.

i. Validate amount and applicability of equipment proposed to ensure adequacy of program deployment and performance for each project.

j. Provide QA/QC of Contractor(s)-proposed microwave routes, coverage, and service guarantees to identify weak areas for each project.

k. Review Terms and Conditions for areas that might impact design, implementation, testing, or acceptance criteria for each project.

The Deliverables for these 9.1.9 Negotiations tasks are the Summary Report of activities performed in support of LA-RICS LMR and LTE Contractor(s) negotiations(s) resulting in a LMR System Contractor contract and a LTE System Contractor contract.

Once negotiations for each project are completed, Consultant will also provide an additional Deliverable of preparing and providing a written analysis and recommendation of the respective LMR and LTE System being considered for award by the Authority. Such analysis is anticipated to be used and/or included in the board letter to the Authority's Board of Directors recommending award of a contract to the selected LMR System Contractor and the LTE System Contractor. Consultant's analysis will set forth (1) the specifics of each of the Systems being considered for award, (2) whether, in the Consultant's opinion, each such System will meet the technical and operational needs of the Authority and the Authority's members, and (3) the Consultant's technical recommendation for award of each of the LMR and LTE Systems. The sufficiency of such analysis will be reviewed and approved by the Authority.

9.1.10 Outreach

The Consultant will provide outreach support activities to the Authority for the purpose of informing and advising the local community, local public safety agencies, and Authority Members in the following program areas for each of the LMR and LTE projects:

a. Provide an overall project description and anticipated program timelines for the LMR and LTE projects.

b. Provide and maintain the master file of LA-RICS presentations, and keep presentation materials current and up to date.

c. Outline infrastructure development and construction, and the impact of such work on local jurisdictions and communities for each project.

d. Provide information and support for public dissemination of environmental assessments, as may be originated by either the environmental consultant or the Consultant, including providing LMR and LTE site assistance to the Authority for each project.

e. Provide analysis to the public and affected Authority Members regarding the expected capital expenditure and operations/maintenance costs of the LMR and LTE Systems.

f. LA-RICS brochure and marketing material preparation for each project.

g. Assist with development of timelines specific to the work to be performed for each affected Authority Member and/or City, so targeted communities know what to expect from the LMR and LTE projects.

h. Provide a LA-RICS Fact Sheet to include common questions along with answers for each project.

i. Assist with prioritizing follow-up meetings for each project with cities and public safety agencies.

j. Prepare a marketing packet for meetings with City officials regarding Site Access Agreements for each project.

The Consultant will provide coordination services for local outreach meetings and attend such meetings as desired and requested by the Authority for each project.

The Consultant will provide other outreach services and/or activities to assist with specific environmental issues that may be identified and requested by the Authority for each project.

Although commenced in the Preliminary Phase, outreach activities may extend over various phases of each project.

The Deliverables for these 9.1.10 Outreach tasks are presentations, marketing materials, and fact sheets, as well as other work product generated from these 9.1.10 Outreach tasks.

9.1.11 Environmental Support

For the LTE project, in Phase 0 of that project, the Consultant will provide best practices analysis to include Biological, Archeological, and Botanist services to assist and validate the Environmental Consultant's analysis that environmental documentation is prepared and submitted as stipulated in CEQA and NEPA guidelines. These validation activities will result in specific review of all environmental documentation provided by the Environmental Consultant. These reviews will be provided to the Authority weekly, as they occur, through edits/modifications to documents and recommendations to the Authority regarding the process, schedule, and deliverables for the environmental certification process for the LTE project.

The Deliverables for these LTE-PH0-9.1.11 Environmental Support activities are the environmental documents themselves.

Additionally, in support of the LTE construction effort, the consultant will provide environmental construction compliance monitors, including at least one senior biologist to oversee and coordinate the activities of the LTE Contractor's environmental compliance monitors. Duties will include:

a. Review of LTE Contractor-prepared environmental compliance management plan (ECMP)(may also be known as mitigation monitoring compliance reporting plan or similar).

b. Site inspections at LTE construction sites to verify ECMP compliance by LTE Contractor.

c. Coordination with LTE Contractor environmental compliance monitors

d. Coordination with appropriate Authority staff.

e. Coordination with federal and state regulatory or land management agencies, as appropriate to support environmental compliance at construction sites.

Compliance monitoring leads are required to support an anticipated 72-hour per week construction schedule.

LTE deliverables for this Phase 2 effort will at a minimum be Weekly Compliance Monitoring Reports.

9.1.12 Project Descriptions

For each of the 232 LTE sites, Consultant will provide a detailed Project Description of the LTE Project that provides information on the activities that will be undertaken by the Authority at the sites, including but not limited to the following information for each LTE site:

a. Confirm location of site boundaries, including aerial and topographic representations showing those boundaries as required for analysis under CEQA and NEPA .

b. Purpose and needs.

c. General description of the LTE Project's technical, economic, and environmental characteristics as required for analysis under CEQA and NEPA review, as well as identifying existing structures on site.

d. Incorporation of all Monopole types that could be considered for use at an individual site (disguised, undisguised, rooftop, facility attached, modified flag pole, etc.)

e. Incorporation of all types of lighting that could be considered for use on each Monopole considered.

f. Incorporation of a general description of the type and extent of proposed trenching and excavation expected to occur.

g. Incorporation of a description of the time of day work and days per week work is expected to occur and work schedule.

h. Incorporation of estimates for duration of construction, the number of truck trips, and the type and duration of use of construction equipment/machinery that is assumed to be used.

i. Incorporation of generalized description of infrastructure development expected to be required for project implementation.

j. Incorporation of Construction Management Requirements (as defined in the LTE System Contract) proposed for implementation at each site.

The Deliverables for these 9.1.12 Project Descriptions are the Project Description documents for each of the 232 LTE sites that will be provided to the LTE Contractor following LTE Contractor contract execution for confirmation by such LTE Contractor.

LTE deliverables for this Phase 0 at a minimum will be:

a. LTE-PH0-9.1.7 LTE RFP Rewrite Summary Report
b. LTE-PH0-9.1.8 LTE Proposals Compliance Analysis Reports
c. LTE-PH0-9.1.9 LTE Negotiations Summary Report; Written Analysis and Recommendation to Authority Board

d. LTE-PH0-9.1.10 Outreach Presentations, Marketing Materials, and Fact Sheets
e. LTE-PH0-9.1.11 Environmental Documents Review Reports
f. LTE-PH0-9.1.12 Project Description documents

9.2 PHASE 1 – LMR AND LTE SYSTEM DESIGN

Early in the design phase for each project, the LMR and LTE Systems Contractors will prepare detailed Project Description documents that will describe the LMR System and LTE System respectively. The Consultant will work closely with the Authority and the LMR and LTE Systems Contractors to schedule, coordinate, and review these documents to ensure they accurately describe the systems and site components, and provide the necessary information for the environmental CEQA and NEPA review process for each project.

The LMR and LTE project descriptions will include site drawings showing construction boundaries, footprints of towers and shelters, and disturbance areas for each project. It will also provide tower and shelter details, including quantity, height, size, foundation, lighting, number and type of antennas, and amount of grading and clearing necessary. Since the documents for each project will be used as a reference for the environmental analyses, the Consultant will employ specialized technical support staff, experienced in the requirements, environmental impact, and documentation of radio tower site construction, to ensure the accuracy and completeness of all information for each project.

The Consultant will conduct a Constructability/Design Review for each of the LMR and LTE projects which will include review for compliance of rules, regulations, and codes. The Consultant will document and track any compliance issues found during the review process for each project and send the non-compliance issues to the A/E of record for correction. The Consultant will confirm compliance/correction of the issues either in a subsequent submission or through review of the documents for each project.

The Consultant understands that no system acquisition actions will be authorized for either the LMR or the LTE projects until the Phase 1 system design process is complete and associated environmental documentation is approved for each project respectively. Therefore, this task will commence as soon as possible after the LMR and LTE system(s) contracts are awarded in order to expedite the environmental CEQA and NEPA processes and reduce the risk of project schedule delays for each project.

9.2.1 Review Detailed Design Documents

The Consultant's vision for delivering each of the LMR and LTE systems design review services will be based on:

a. Applying experienced personnel with extensive public safety communications technology experience

b. Working within a structured quality management system that includes the JPA-approved processes, milestones, and checklists that the Consultant has successfully tested and implemented on similar projects

The Consultant will employ a combination of experienced personnel, coupled with the use of best practice quality management processes, to provide a comprehensive understanding and articulation of the LMR system design and LTE system design in each project respectively. The methodology for Phase 1 system design is depicted below and in the following sections.

9.2.2 System Design Methodology

Key elements of the design review activities include planning, scheduling, and coordinating preliminary design

reviews (PDR) and detailed design reviews (DDR) with the Authority and the LMR System Contractor and the LTE System Contractor respectively, scheduling key milestones within the project master schedule for each of the LMR and LTE projects, and an independent assessment of the LMR System Contractor's and the LTE System Contractor's detailed design specifications. The Consultant will review all technical documentation for accuracy, constructability, and value engineering for each project. The evaluation of system specifications will consist of the following elements:

a. Requirements traceability – LMR System Contractor's and the LTE System Contractor's design specifications must be inclusive and comply with all requirements outlined in the final system performance criteria and environmental documents for each project.
b. Allocation of requirements – Each required functional element of the design specifications for both the LMR and LTE projects must be allocated to a system element that can be verified through factory, field, and acceptance testing.
c. Specification verification – Key performance elements should be independently evaluated and verified compliant with system performance criteria for each project.
d. Risk assessment – Based on the technologies specified for each of the LMR and LTE projects, the Consultant will identify high-risk areas and develop mitigation strategies for the Authority's review and approval.

For the design and subsequent phases for each of the LMR and LTE projects, the Consultant will work with the Authority to create a requirements traceability matrix (RTM) for each project which will separate each documented LMR System and LTE System requirement into a distinct tracking item. Using the RTM, the Consultant will monitor the project and ensure that functional, operational, performance, and user requirements are addressed throughout the planning, design, implementation, and testing phases of each of the LMR and LTE projects.

Design review activities for each subsystem of the LMR System and the LTE System will include a detailed evaluation of the following elements, as well as other elements that may be identified in the early planning with Authority staff:

a. Overall architecture and its feasibility within the entire system of systems for each project
b. Adherence to P25 standards and guidelines for the LMR project
c. Compliance with all federal, California State, County, and local fund requirements, rules, regulations, guidelines, directives, policies, and procedures for each project
d. Compliance with applicable FCC rules and regulations, including the 700 MHz waiver requirements for each project
e. Compliance with CEQA and NEPA regulations for each project
f. Verification of coverage, capacity, growth potential, and throughput for each project
g. Antenna designs for each project
h. Frequency/channel plans for each project
i. FCC licensing for each project
j. Interfaces and features for each project
k. Interoperability to existing systems and backhaul networks for each project
l. Backhaul network design, capacity/throughput analysis, microwave path analyses, fiber connectivity, redundancy, IP routing and addressing for each project
m. Reliability, fault tolerance, and scalability for each project
n. Network security and encryption for each project
o. Consoles for the LMR project
p. Logging recorder for the LMR project

q. System management and monitoring for each project
r. Inventory and maintenance tracking system for each project
s. Testing plans including factory (staging), component, integration, performance, and acceptance test plans for each project
t. Cutover plans for impact on operations; parallel operation on reuse sites for each project
u. Maintainability for each project
v. Disaster recovery plans for each project
w. Interference, particularly in the case of the LMR project, in simulcast mode.
x. Subscriber functionality for each project
y. Local and environmental regulation compliance for each project
z. Hardware, software, and services parts list to ensure no missing or extra items for each project
aa. General compliance to each of the LMR System Contractor and LTE System Contractor contracts and risks to future change orders for each project
bb. LMR System Contractor's and LTE System Contractor's value engineering plans for each project

The Consultant will evaluate the detailed design of the LMR system network Subsystems, which will include the P25 digital trunked voice radio system (DTVRS), the analog conventional voice radio system (ACVRS), and the Los Angeles Regional Tactical Communications System (LARTCS) and narrowband mobile data network (NMDN). The Consultant will similarly evaluate the LTE system detailed design and Subsystems for that project.

The Consultant understands the incumbent challenges of designing two new regional systems that must not only leverage existing infrastructure, but also accommodate interoperability among disparate systems and over varying terrain for each of the LMR and LTE network initiatives. For the LMR project, the Consultant will review the DTVRS design specifications for compliance to its stand-alone performance requirements and its interoperability with regional P25 (ICIS and Riverside County) and non-P25 (Orange and San Bernardino County) systems, as well as state agencies such as the California Highway Patrol and federal agencies such as the FBI.

9.2.3 Verify Coverage and Capacity

For each of the LMR and LTE projects, the Consultant will provide independent verification services for key network performance criteria such as coverage and capacity. The Consultant understands that the Authority has requested that the LMR System and LTE System Contractors supply copies of their coverage software to the LA-RICS project team for use throughout the project.

The Consultant is familiar with a number of vendor-specific and other industry coverage modeling tools for both the LMR and LTE networks. Should the LMR and/or LTE System Contractors furnish copies of their coverage software to the Consultant, the Consultant will be able to operate and leverage the software to meet any LA-RICS coverage prediction requirements, within the terms and conditions of the Agreements with the LMR System Contractor and the LTE System Contractor. Where either the LMR System Contractor or the LTE System Contractor does not make their coverage modeling tool available to the Consultant, the Consultant will provide independent verification of coverage and capacity using other industry-approved modeling tools, as necessary to provide the Authority validation that the Contractor(s) coverage and capacity meet the technical specifications of their Agreement.

In all cases, and for each of the LMR and LTE projects, the Consultant will evaluate coverage and system performance by adhering to guidelines and recommendations outlined in the TIA publication, TSB-88. This document is an industry-accepted and widely used reference for radio frequency coverage modeling and system

performance validation.

The Consultant will use a comprehensive network design toolset to independently verify the LMR System Contractor's and LTE System Contractor's performance predictions. The design tool set shall include the following modules:

a. A complete coverage analysis tool
b. A high-resolution mapping tool
c. A reliable network capacity analysis tool
d. A system-wide interference analysis tool

The network design toolset shall provide microwave design/path planning for backhaul design verification for each of the LMR and LTE Systems. This will facilitate point-to-point and end-to-end performance analyses by modeling the paths in detail, taking into consideration both urban (building) and terrain clutter. In addition to LMR system design and analysis, the Consultant will also perform LTE system design and analysis. The Consultant will perform the following tasks related to both the LMR and LTE Systems:

a. Recommend ideal radio site candidates
b. Evaluate coverage propagation
c. Analyze uplink and downlink rates for user equipment within coverage area
d. Analyze and mitigate potential interference

9.2.4 Design Review Activities

a. The Consultant's Phase 1 design activities will depend on the number and level of design reviews proposed by the LMR and LTE System Contractors.

The Consultant recognizes that due to the size and scope of the LA-RICS program, there could be multiple PDR activities for each of the LMR System and LTE System reviews, depending on how the Authority contracts with the LMR System and LTE System Contractors. The Consultant will adjust their design review activities to accommodate the Authority approved final schedule for each project.

As part of the overall risk assessment and mitigation process for each project, the Consultant will create a master punch list independent from the LMR System Contractor's and LTE System Contractor's lists. The master punch list for Phase 1 in each project will be based on the Requirements Traceability Matric (RTM) and will be used in subsequent phases to track construction, radio system implementation, and testing deficiencies for each project. The master punch list for each project will include, but is not limited to:

a. A complete description of the deficiency
b. Which section of the RTM or test procedure the deficiency is related to (as applicable)
c. Target correction date
d. Actual correction date
e. Scheduled re-test date (if applicable) and results
f. Assignment of responsibility
g. Resolution

During design review activities for both the LMR and LTE projects, the Consultant will identify high-risk areas and work with the Authority to require the LMR System Contractor and the LTE System Contractor to develop alternatives to targeted aspects of the design solutions.

To meet the objective in providing the most cost-effective LA-RICS solution, the Consultant will evaluate procurement and implementation costs for each of the LMR and LTE System designs proposed by the LMR System and LTE System Contractors. Their analysis methodology will include system modeling and providing budgetary cost estimates for baseline and alternative design solutions. Cost estimates are based on the Consultant's extensive knowledge and estimates will consider the following costs for each project:

a. LMR System and LTE System equipment and control
b. Core and backhaul network equipment
c. Subscriber units
d. Acquisition and placement of towers and shelters
e. AC and DC power systems
f. HVAC
g. Backup generator systems replacement or upgrade
h. Site acquisition and development
i. Permitting
j. Delivery, staging, and other testing costs
k. Project management, engineering, and service fees
l. Life-cycle maintenance
m. Contingency

For each of the LMR and LTE projects, the Consultant will coordinate and participate at each PDR and DDR presented by the LMR System Contractor and the LTE System Contractor. They will establish exit and entrance criteria for each of the reviews and work with the Authority to determine when those criteria are met, opening the gate for the Contractor to go to the next design step in the prescribed design process.

Once all design specifications are reviewed and risks, alternatives, and cost estimates established as part of the PDR and/or DDR processes, the Consultant will prepare a design analysis and recommendations report for each project and present it for Authority approval to proceed to Phase 2 Site Construction and Site Modification.

For each project and as required, the Consultant will assist the Authority in contract administration and preparing change orders/amendments to the LMR System Contractor and the LTE System Contractor. They will assist in negotiating change orders using the baseline contract specifications, performance criteria, and terms and conditions as a starting point.

For each project the Consultant will review the LMR System Contractor's and LTE System Contractor's proposed change orders in detail, looking for specific items such as:

a. Extra equipment or software that is not necessary to build the system.
b. Open-ended or vague statements.
c. Inadequate vendor program management and/or quality assurance.
d. Unclear or immeasurable performance specifications.
e. Accuracy/applicability of labor rates and hours for the scope being performed.

9.2.5 Develop Detailed A/E Design Documents for Site Improvements/Assist with Jurisdictional Approvals

During the system design phase for each project, the LMR System Contractor and LTE System Contractor will develop architectural-engineering plans for site improvements and facilities construction for both the existing sites and any new sites. Throughout that process, the Consultant will provide over-the-shoulder peer/design reviews of the designs to ensure that best practices are being implemented, infrastructure capacity is being

planned with appropriate contingencies, and that all best management practices and environmental mitigation measures (if any) are incorporated.

The Consultant will perform visual site surveys as necessary to verify site selection and design decisions. For each project, the Consultant will review the following elements of the LMR System Contractor's and LTE System Contractor's site design:

a. Structural analyses of existing towers and other antenna support structures.
b. Equipment inventory.
c. Access road conditions.
d. General site conditions.
e. Physical availability of surrounding land space.
f. Perimeter security.
g. Commercial power.
h. Emergency power.
i. AC and/or DC power.
j. Equipment shelter design.
k. HVAC.
l. Grounding and lightning protection.
m. Tower FAA obstruction lighting and painting.
n. Fire suppression and prevention.
o. Telco service.
p. Site safety radio frequency radiation compliance.
q. Grounding and variances from specific vendor standards.
r. Transmission line support structures.
s. Waveguide and dry air systems.
t. Civil and earthwork performance criteria.
u. Nearby obstructions that may impact microwave paths and mobile radio coverage.
v. Implementation of best management practices and CEQA/NEPA mitigation measures, if any.
w. Confirm site availability including – specifically if site is owned by the Authority and/or Authority members, and if the Authority has procured the legal rights to carry out the proposed improvements on the selected site.

The Consultant will provide assistance with Jurisdictional Approvals. Because the site locations fall in different cities and unincorporated areas, jurisdictional approvals for each of the LMR and LTE projects will be more complex to assess, coordinate, and track. The LMR System Contractor and LTE System Contractor are responsible for pulling permits. For each of the LMR and LTE projects, the Consultant will assist the Authority with site related tasks including, but not limited to, the following:

a. Conducting activities relating to the acquisition of rights to the sites
b. Conducting preconstruction site analysis and planning, including considerations for temporary utilities and structures, construction sequencing, construction site coordination, site infrastructure, construction-related traffic analysis, etc.
c. Coordinating site activities with utility companies
d. Coordinating geotechnical testing and investigation services
e. Coordinating environmental site assessments
f. Monitoring land surveying services
g. Monitoring field engineering investigations, assessments, and reports

b. For each of the LMR and LTE projects, the Consultant will ensure that proper planning takes place for a successful outcome of the jurisdictional approval process, which will minimize any potential project delays. The Consultant will support the LMR System Contractor and LTE System Contractor to ensure that:

a. Early in the design process for each project the LMR and LTE System Contractors identify the agencies having jurisdiction for the review and approval of the plans for each site or number of sites in the same municipality
b. The LMR and LTE System Contractor develop a comprehensive checklist of all the agencies required to provide clearances
c. Each project is properly introduced to jurisdictional agencies
d. The LMR and LTE System Contractors meet with each of the major lead agencies to better understand their requirements and the turnaround time for plan checks
e. The LMR and LTE System Contractors develop a checklist of the type of documents and number of copies each agency requires for the submittals

9.2.6 Prepare CEQA EIR and NEPA EA Documentation and Supporting Studies

For the LMR (Phase 1) Environment Impact Report (EIR) and Environmental Assessment (EA), the Consultant will prepare and deliver a CEQA-compliant EIR and NEPA-compliant EA. The lead agency for the EIR will be the Authority and the lead agency for the EA will be the Federal Emergency Management Agency (FEMA). There are five (5) tasks associated with this Scope of Work as follows:

TASK 1 - Project Initiation

The Consultant will develop a Work Plan consisting of project schedule, budget, communication plan, roles and responsibilities, and safety plan for the EIR/EA preparation and delivery.

The Consultant's Program Manager will meet with LA-RICS Staff to present the Work Plan for the LMR project and discuss roles and responsibilities, deliverables, and schedule.

The Consultant will establish an Electronic File Transfer (ETF) system to be used to move data between the Consultant, the Authority, FEMA, and other project stakeholders.

TASK 2 - Develop Project Description

The Consultant will develop a draft project description for a Proposed Action based on input received from LA-RICS and the LMR System Contractor. The project description must be fully developed prior to the onset of environmental analyses, as changes to this could result in re-analysis with cost and schedule impact.

TASK 3 - Develop Technical Reports

The Consultant will develop technical reports to describe the existing environment and analyze potential environmental impacts for the EIR/EA. The Consultant will coordinate within its project team, with the System Contractor and with Authority's staff to review and incorporate applicable vetted and accepted data, outreach information, etc. in the working draft document. Resources anticipated for review include:

a) *Aesthetics*. A generalized description of existing visual character will be conducted for most sites. Areas, byways, or highways that have special scenic designations will be focused on in greater detail (i.e., on a site specific basis). Up to 4 visual simulations will be developed.

b) *Air Quality*. The Consultant will develop an air quality analysis sufficient to quantify anticipated emissions associated with project construction and compare these against significance thresholds established by the South Coast and Antelope Valley AQMDs. Emissions will be estimated using the CalEEMOD program. Project parameters including construction schedule, construction equipment fleet mix including Clean Air Act compliance (i.e., tier 3, tier 4), intensity and duration of use, ground disturbance will all be made available to analysis during Task 2 to support analysis. Greenhouse gas emissions will be estimated based on CEQA guidelines.

c) *Biological Resources*. Technical studies associated with this discipline are discussed in detail in later sections of this SOW. Under the EIR/EA, significance criteria will be developed and impacts identified in relation to these.

d) *Cultural Resources*. Technical studies associated with this discipline are discussed in detail in later sections of this SOW. Under the EIR/EA, significance criteria will be developed and impacts identified in relation to these. ODCs are included for travel and for a cultural resources records search at the South Central Coast Information Center and other regional California Historical Resources Information System (CHRIS) information centers applicable to the LMR project sites.

e) *Paleontological Resources*. Technical studies associated with this discipline are discussed in detail in later sections of this SOW. Under the EIR/EA, significance criteria will be developed and impacts identified in relation to these. ODCs are included for a paleontological resources records search at the Los Angeles County Museum of Natural History.

f) *Geology, Soils and Minerals*. Generalized descriptions of geology (including earthquake potential), soils, important (state- and federal-designated) farmland, and mineral resources will be prepared. Analysis of soil erosion, loss of farmland, and seismic activity will be conducted. The Consultant will review results of the site-specific geotechnical investigation provided by the System Contractor and will incorporate applicable information as needed.

g) *Hazards and Hazardous Materials*. Analysis of impacts associated with airspace hazards, hazardous materials management, and potential to encounter past releases will be conducted. The Consultant will review and incorporate information from the site-specific hazardous material assessment report and the RF emission report provided by the System Contractor in this analysis.

h) *Hydrology-Water Resources*. A characterization of existing surface and groundwater resources will be conducted and an analysis of project impacts on these resources made. The Consultant will review and incorporate information from the site-specific geotechnical investigation provided by the System Contractor related to groundwater resources as needed.

i) *Land Use*. Documentation of existing zoning and general plan characteristics will be made for all applicable jurisdictions. The Consultant has assumed that the Authority's intergovernmental immunity strategy used for the LTE EA will hold for the LMR EIR/EA but will adjust the analysis as necessary based on outcome of agency outreach.

j) *Noise*. A generalized description of the noise environment will be developed. Two generalized models showing noise contours associated with construction activities will be developed and applied to rural and urban sites.

k) *Population/Housing/Environmental Justice*. General population characteristics will be described. The expectation is that this analysis will be qualitative and of minimal length. An environmental justice analysis will be prepared following the Council on Environmental Quality guidelines.

l) *Public Services*. A brief description of public services will be developed, and an analysis of the Proposed Action's effect on public services will be performed.

m) *Recreation Resources*. A brief description of existing recreational resources near LMR sites will be provided, along with a discussion of impacts associated with construction and operations.

n) *Transportation-Traffic*. A qualitative discussion will be provided regarding transportation and traffic.

o) *Utilities-Service Systems*. A brief overview of electric, water, wastewater, and solid waste providers will be included, along with a high-level analysis of project demands against system capacities.

Additionally, the Consultant will perform literature searches and order data from reputable repositories to establish baseline conditions in the proposed project area for each of the resources identified above.

TASK 4 – Prepare the EA and EIR

The Consultant will develop a draft and final EA/EIR and prepare document necessary for filing and public notices compliant with CEQA and NEPA. The effort will include:

a) A working draft EA/EIR will be provided to the Authority with one round of comment incorporation (followed with a screen check copy).

b) An administrative draft EA/EIR will be provided to FEMA with one round of comment incorporation (followed with a screen check copy).

c) A published draft EA/EIR used to solicit public comments.

d) A working final EA/EIR will be provided to the Authority with one round of comment incorporation (followed with a screen check copy).

e) An administrative final EA/EIR will be provided to FEMA with one round of comment incorporation (followed with a screen check copy).

f) A published final EA/EIR will be used to support a Finding of No Significant Impact (FONSI) and for certification purposes (EIR).

Total document size including appendices (but not including supporting tech studies such as 620/621 forms or EDR reports) is anticipated to be no more than 3000 pages. Up to 5 hardcopies of the Public Draft and Public Final versions of the document will be printed. Cost of outsourcing of printing is to reimbursed by LA-RICS to Consultant. Remaining public versions of the document will be made available on the Authority's LA-RICS web site or CD/DVD. Copies of working, administrative, and screen check versions will be made available to internal reviewers by FTP or SharePoint site. Any document filing fees is to be reimbursed by LA-RICS to Consultant.

TASK 5 – Maintain Administrative Record

The Consultant will be responsible for maintaining the administrative record for the LMR environmental EA/EIR project. This will include draft and final reports, references, correspondence with lead, cooperating, or regulatory agencies, etc., public comments, internal written communications, data contact logs, project notices, final modeling runs for noise and air quality analysis, GIS database, and field logs.

Regarding **Biological Resources**, the Consultant will perform biological surveys and prepare biological reports through the Design Phase of the LMR project. The Consultant will support federal Endangered Species Act Section 7 consultation with USFWS, and Section 2081 and 2080.1 (California Fish and Game Code) consultation with CDFW. There are two (2) Tasks for the biological scope of work: 1) Conduct Surveys and 2) Prepare Biological Reports, which are defined below:

1. Conduct Surveys

While it is possible that hundreds of special-status species could occur in the action area, effects to this many species are not anticipated. As a result, based on current knowledge, a total of 9 types of surveys are proposed for the LMR project. Specific information necessary to determine need for additional survey (over that discussed below) can only be gained through the habitat assessment, which is the first survey proposed.

A stepped approach to surveys is included in this effort, in order to more efficiently tailor more expensive focused surveys to those areas expected to require them. Each is described below.

a) *General Habitat Assessment*. This involves a desktop analysis of 120 sites to describe general biological character (i.e., urban or rural), and the land cover present. Land cover will be classified using either Holland (1986), or the Manual of California Vegetation, 2nd Edition (2009) method. A field study area (FSA) extending 500 feet from the LMR tower centroid and at least100 feet from the LMR site boundaries (whichever is greater) will be established. Field maps will be created based on land cover identified during the desktop assessment. Field teams will mobilize to the 120 sites. For urban sites, site access will not be required (rather, more natural appearing areas within the surrounding FSA will be visited). For rural sites, areas within the LMR site and surrounding FSA will be classified. For all sites, land cover identified during the desktop analysis will be confirmed. The data will be compiled in GIS and a letter report developed.

b) *Botanical Surveys*. Focused botanical surveys can be accommodated at up to 12 sites. For the survey, a plant compendia consisting of special-status plants (down to California Rare Plant Rank 2B) will be developed. The field botanists will visit reference populations of subject species (either at appropriate herbaria or in the field). Teams of 2 botanists (one a senior-level botanist) will be fielded at each of the 12 sites. One spring survey is anticipated at the 12 sites, with follow up survey at 6 sites to identify any late-blooming sensitive species. The data will be compiled in GIS and a letter report developed.

c) *Arroyo Toad*. Survey for arroyo toad has been accommodated for only one site. This is based on an assumption that only one LMR site would be located within one kilometer of arroyo toad habitat. The six required surveys are at specified intervals and must occur between March 15 and July 1. Survey will be conducted in accordance with the USFWS' *Survey Protocol for the Arroyo Toad, May 1 1999.* The data will be compiled in GIS and a single letter report developed for the entire set of surveys.

d) *California Red-Legged Frog*. Survey for the California red-legged frog has been accommodated for only one site. This is based on an assumption that only one LMR site would be located within one mile of California red-legged frog habitat. The eight required surveys are at specified intervals and six of these must occur between February 25 and April 30. Survey will be conducted in accordance with the USFWS' *Revised Guidance on Site Assessments and Field Surveys for the California Red-legged Frog,* August 2005. The data will be compiled in GIS and a single letter report developed for the entire set of surveys.

e) *Desert Tortoise*. Survey for the desert tortoise has been accommodated for two sites, each identified at NTP. The LMR site itself will be surveyed, along with three additional belt transects, at 200 meters, 400 meters, and 600 meters from the LMR site boundary. Survey will be conducted in accordance with the USFWS' *Preparing for Any Action that May Occur Within the Range of the Mojave Desert Tortoise, 2010 Field Season.* The data will be compiled in GIS and a single letter report developed for the entire set of surveys.

f) *Coastal California Gnatcatcher*. Survey for the coastal California gnatcatcher has been accommodated for two sites, using the spring survey protocol. The six required breeding season surveys are at specified intervals and these must occur between March 15 and June 30. If this survey window is missed, then non-breeding season surveys consisting of 9 surveys can occur between July 1 and March 14 at an additional cost of $35,000 for the two assumed sites, as nine surveys would be required outside of breeding season. Survey will be conducted in accordance with the USFWS' *Coastal California Gnatcatcher Presence/Absence Survey Guidelines*, February 28, 1997. The data will be compiled in GIS and a single letter report developed for the entire set of surveys.

g) *Least Bell's Vireo*. Survey for the least Bell's vireo has been accommodated for only one site. This is based on an assumption that only one LMR site would be located within 500 feet of least Bell's vireo habitat. The eight required surveys are at specified intervals and must occur between April 10 and July 31. Survey will be conducted in accordance with the USFWS' *Least Bell's Vireo Survey Guidelines,* January 19, 2001. The data will be compiled in GIS and a single letter report developed for the entire set of surveys.

h) *Southwestern Willow Flycatcher.* Survey for the southwestern willow flycatcher has been accommodated for only one site. This is based on an assumption that only one LMR site would be located within 500 feet of southwestern willow flycatcher habitat. The five required surveys are at specified intervals and must occur between May 15 and July 17. Survey will be conducted in accordance with the USFWS' *A Natural History Summary and Survey Protocol for the Southwestern Willow Flycatcher,* 2010. The data will be compiled in GIS and a single letter report developed for the entire set of surveys.

i) *Burrowing Owl*. Efforts for burrowing owl are two-phased. A focused survey is assumed as required at a single site. Habitat assessment and survey will be conducted within the FSA only in accordance with the CDFW's *Staff Report on Burrowing Owl Mitigation,* March 7, 2012. The data will be compiled in GIS and a single letter report developed for the entire set of surveys.

General Assumptions:

a) It is assumed that there are 120 LMR sites in the "universe of sites" and that no new sites will be added to this universe after receipt of the initial NTP.

b) The Authority recognizes that new sites added after NTP can affect the overall project schedule as well, if required biological resources surveys are not conducted in accordance with timelines stipulated in state or federal protocols or guidance.

c) It is assumed that escorts will be required for LMR site visits. Authority will schedule and cluster site visits to minimize travel time.

d) New sites will not be added to the "universe of sites" after NTP. Cost of additional sites will need to be negotiated.

e) Unless otherwise identified, all effort identified herein represents maximum 10 hours per day effort, including two hours round trip drive time.

f) No wetland delineations have been included in this cost proposal.

g) It is assumed that no work would occur within an existing applicable HCP or NCCP except for one site. It is assumed that no work would occur within lands administered by the Santa Monica Mountains Conservancy.

2. Prepare Biological Reports

In addition to the small tech memos (letter reports) to be developed for the individual species survey efforts, the consultant will prepare up to three comprehensive reports for the project. These include a biological assessment and a biological technical report covering 120 sites, and biological evaluation (for federal lands).

a) A *Biological Assessment* will be developed to support Section 7 consultation under the Federal Endangered Species Act, and consistency determinations under Section 2080.1 of the California Fish and Game Code. Up to 41 species would be included for consideration in this document, however, only 20 of the species would be expected to occur within the project area (reducing full analysis to 21 species).

b) A *Biological Technical Report* would be developed to document occurrence for and impacts to special-status species in the project area. This document would be used to support Section 2081 permitting with CDFW, and provide supporting analysis for the EA/EIR.

c) A *Biological Evaluation* will be developed to support special use and right of way permitting on federal lands. This document will account for species occurrence and impacts for agency-designated special-status species such as BLM Sensitive, BLM WEMO HCP, Forest Service Sensitive, and/or Forest Service Management Indicator Species.

General Assumptions:

a) Consultant will cooperate with the Authority in the draft preparation and incorporate comments of the Authority's internal reviewers to finalize a draft document, with an additional screen check copy provided prior to submission to other agencies. Comments will be incorporated and submitted for federal lead and / or cooperating agency review.

b) Two rounds of review will be accomplished by federal lead and/or cooperating agency reviewers, with an additional screen check copy provided prior to submission to other agencies. Comments will be incorporated

and submitted for regulatory agency (e.g., USFWS, CDFW) or land management agency (e.g., USFS, BLM) review and concurrence with findings.

Regarding **Cultural Resources**, the Consultant will perform cultural resources surveys and prepare cultural resources reports through the planning phase of the LMR project. The Consultant will support SHPO and Native American consultation. There are three (3) Tasks for the cultural resources scope of work, 1) Archaeological Resources, 2) Native American Resources, and 3) State Historic Preservation Office coordination, which are defined below:

1. *Archaeological Resources*

   a. A Work Plan and Research Design will be prepared for the project to determine the likely presence of archaeological resources that may be affected by project implementation. This will set the framework upon which the subsequent work will be conducted.

   b. The Record Search will be conducted at the South Central Coastal Information Center (SCCIC) and other regional California Historical Resources Information System (CHRIS) information centers applicable to the LMR project sites. The SCCIC houses information about archaeological and historical resources (e.g. location, size, age, etc.) within Ventura, Los Angeles, and Orange Counties as well as information regarding previous research conducted in the vicinity of our project locations. This will inform us about the potential for impacts to known and suspected archaeological resources on or in the vicinity of the project locations.

   c. Fieldwork Planning and Preparation will be conducted next to determine where field surveys need to be performed on the basis of the above research. We assume that at least 65 rural locations will need to be field surveyed.

   d. Fieldwork will be performed to determine presence/absence of archaeological resources, whether previously documented or newly discovered. Teams of qualified archaeologists will mobilize to the project sites and prepare field notes, take photographs, and document the results of their field efforts as individual locations are examined.

   e. Data Compilation (mapping and photos) will be conducted to provide information regarding the results of the research, record checks, and field investigations to use for preparation of the report.

   f. Report Preparation will include the preparation of FCC Forms 620/621 in accordance with NEPA compliance requirements. This will form the basis for reporting the results of the above efforts and for making recommendations for avoidance or for mitigation, as appropriate. A summary of the findings for Forms 620/621 will also be provided.

2. *Native American Resources*. In accordance with the Native American Heritage Commission (NAHC), contact will be made early on with the NAHC to determine the presence of any sacred sites or sites of special significance to Native Americans in the project area. Tribal contacts will be established from information provided by the NAHC and will include follow-ups with tribal leaders as appropriate. Data will be compiled and documented through mapping, site photos, and site forms as needed. This information will then be inserted into the FCC Forms 620/621 as necessary. No separate report will be prepared.

3. *State Historic Preservation Office (SHPO) Consultation*. The State Historic Preservation Office (SHPO) Consultation process will be conducted in accordance with state and federal requirements. This will include the development of correspondence with SHPO for sites that may be of state-wide or federal importance that may be impacted by the project. Consultation will begin early in the process of preparation for the project and will continue throughout the life of the project. This task also includes participation in Authority Meetings throughout the life of the project.

General Assumptions:

a) It is assumed that there are 120 LMR sites in the "universe of sites" and that no new sites will be added to this universe after receipt of the initial NTP.

b) The Authority recognizes that new sites added after NTP can affect the overall project schedule as well, if required cultural resource surveys are not conducted in accordance with timelines stipulated in state or federal protocols or guidance.

c) It is assumed that escorts will be required for LMR site visits. The Authority will schedule and cluster site visits to minimize travel time, and provide site escorts as required.

d) The Authority recognizes that there could be fees associated with the filing of documents with relevant authorities. These fees will be reimbursed to the Consultant as part of Other Direct Costs (ODCs).

As specified in the LMR and LTE System Contracts, the LMR System Contractor and LTE system Contractor are to document site conditions sufficiently to design and accomplish the improvements required at each site. The Consultant will review the resultant geotechnical reports and site environmental assessments for each project to evaluate the findings and recommended solutions, particularly for foundations and any potential underground environmental hazards, along with biological, archeological, and botany considerations.

For the LMR or LTE projects, should any hazardous materials be uncovered unexpectedly during excavation, the Consultant will provide qualified technical personnel to assist in evaluating materials procedures for testing, handling, transport, and/or disposal of such materials with minimal project impact and in full compliance with governing laws and regulations.

LMR deliverables for this Phase 1 will at a minimum be:

a. LMR-PH1-9.2.1 Project Description Review Document
b. LMR-PH1-9.2.2 System Design Review Document, Requirements Traceability Matrix, and Coverage and Capacity Verification Document
c. LMR-PH1-9.2.3 Site Design Review Document
d. LMR-PH1-9.2.4 Final Design Document Review Document
e. LMR-PH1-9.2.5 Outreach Presentations, Marketing Materials, and Fact Sheets
f. LMR-PH1-9.2.6 Environmental Documents Preparation

LTE deliverables for this Phase 1 will at a minimum be:

a. LTE-PH1-9.2.1 Project Description Review Document
b. LTE-PH1-9.2.2 System Design Review Document, Requirements Traceability Matrix, and Coverage and Capacity Verification Document
c. LTE-PH1-9.2.3 Site Design Review Document

d. LTE-PH1-9.2.4 Final Design Document Review Document
e. LTE-PH1-9.2.5 Outreach Presentations
f. LTE-PH1-9.2.6 Environmental Documents Review Reports

9.2.7 Prepare CEQA Statutory Exemption Analysis and Notices of Exemption, and prepare NEPA EA and Supporting Studies

For the LTE CEQA and NEPA compliance effort, the Consultant will

a. Conduct analysis, prepare, and file Notices of Exemption with the respective County clerk office or jurisdiction over the PSBN sites in accordance with Section 21080.25, as amended by AB 1486.

b. Prepare a NEPA-compliant Supplemental EA. It is assumed that a FONSI for the LTE sites analyzed in the "base EA" (up to 231 sites) will have been signed by NTIA and that the base EA supporting this FONSI will be available for use for incorporation by reference for any supplemental analysis.

There are five tasks associated with this Scope of Work as follows:

TASK 1 - Develop Project Description

The consultant will develop a summary draft project description for a Proposed Action based on up to 45 individual project sites, including changes at sites previously considered in the base EA. These 45 potential sites would include up to 9 potential sites (two on federal land) not considered in the base EA, 7 LMR sites used for backhaul, and sites that include fiber runs, none of which is expected to exceed two miles in length. It is assumed that up to 33 of these 45 sites will require field surveys for biological and cultural resources. All new project descriptions will be based on input received from the Authority and the LTE Contractor.

TASK 2 - Develop Technical Reports

The Consultant will develop technical reports to describe the existing environment and analyze potential environmental impacts for the environmental analysis, only as these relate to resources/impacts not contemplated in the base EA. For sites previously contemplated in the base EA (in accordance with NTIA BTOP environmental assessment guidelines), data and analysis from the base EA will be incorporated by reference into the supplemental NEPA analysis, provided that the proposed sites or site development scope is the same or similar.

The Consultant will coordinate within its project team, with the LTE System Contractor, Authority's staff, and with input from NTIA to review and incorporate applicable vetted and accepted data in the working draft document. Resources anticipated for review include:

a) *Aesthetics*. A generalized description of existing visual character will be developed for most sites. Areas, byways, or highways that have special scenic designations will be focused on in greater detail (i.e., on a site specific basis). No visual simulations are anticipated to be necessary.

b) *Air Quality*. It is assumed that the base EA's air quality analysis would be incorporated by reference into the analysis.

c) *Biological Resources*. Technical studies associated with this discipline are discussed in detail in later sections of this SOW.

d) *Cultural Resources*. Technical studies associated with this discipline are discussed in detail in later sections of this SOW.

e) *Paleontological Resources*. Findings of the records search, along with a database and map will be developed for each site that includes geological formations, and paleontological sensitivity level. Impacts to paleontological resources will be assessed in the environmental document.

f) *Geology, Soils and Minerals*. Generalized descriptions of geology (including earthquake potential), soils, important (state- and federal-designated) farmland, and mineral resources will be prepared for new sites not contemplated in the base EA. Analysis of soil erosion, loss of farmland, and seismic activity will be conducted for those new sites.

g) *Hazards and Hazardous Materials*. For sites not contemplated in the base EA, analysis of impacts associated with airspace hazards, hazardous materials management, and potential to encounter past releases will be conducted. The Consultant will procure analyze, and provide a site-specific hazardous substance assessment report along with a summary analysis of this report for sites not contemplated in the base EA.

h) *Hydrology-Water Resources*. A characterization of existing surface and groundwater resources will be conducted and an analysis of project impacts on these resources made for new sites not previously contemplated in the base EA. The Consultant will review and incorporate information from the site-specific geotechnical investigation provided by the LTE Contractor related to groundwater resources as needed.

i) *Land Use*. Documentation of existing zoning and general plan characteristics will be made for all applicable jurisdictions where new sites are contemplated as consistent with the land use analysis approach in the base EA.

j) *Noise*. Two generalized models showing noise contours associated with construction activities will be developed and applied to sites not contemplated in the base EA. Presentation will be made in tabular format.

k) *Population/Housing/Environmental Justice*. An environmental justice analysis will be prepared following the Council on Environmental Quality guidelines for new sites not contemplated in the base EA. Data will be presented in tabular format.

l) *Public Services*. A brief (tabular format) description of public services will be developed, and an analysis of the Proposed Action's effect on public services will be performed for new sites not contemplated in the base EA.

m) *Recreation Resources*. A brief description of existing recreational resources near new sites not contemplated in the base EA will be provided, along with a discussion of impacts associated with construction and operations.

n) *Transportation-Traffic*. A qualitative discussion will be provided regarding transportation and traffic for sites not contemplated in the base EA.

o) *Utilities-Service Systems*. A brief overview of electric, water, wastewater, and solid waste providers will be included, along with a high-level analysis of project demands against system capacities for sites not contemplated in the base EA.

Additionally, the Consultant will perform literature searches and order data from reputable repositories to establish baseline conditions in the proposed project area for each of the resources identified above for sites not contemplated in the base EA. Any notices required to be filed related to CEQA that have not been contemplated in this effort would be reimbursable to the Consultant by the Authority. ODC's are included for the following:

1. Travel to new LTE sites that were not contemplated in the base EA for field surveys
2. Travel and for a cultural resources records search at the South Central Coast Information Center and other regional California Historical Resources Information System (CHRIS) information center applicable to the LTE project sites, as well as for field surveys
3. Paleontological resource records search at the Los Angeles County Museum of Natural History for sites not previously contemplated in the base EA
4. Procure environmental site assessment database searches from a commercial source
5. Any additional research efforts required for this work.

TASK 3 – Prepare the Environmental Documentation

The Consultant will develop environmental documentation to support CEQA Notices of Exemption. In addition, the Consultant will develop sufficient analysis to support a draft and final supplemental EA (to support a FONSI). The effort may include:

a) A working draft EA provided to the Authority with comment incorporation (followed with a screen check copy) until accepted by the Authority.

b) An administrative draft EA provided to NTIA with comment incorporation (followed with a screen check copy) until accepted by the Authority.

c) A published draft EA used to solicit agency comments.

d) A working final EA will be provided to the Authority and NTIA with one round of comment incorporation (followed with a screen check copy) until accepted by the Authority.

e) An administrative final EA will be provided to the Authority and NTIA with one round of comment incorporation (followed with a screen check copy) until accepted by the Authority.

f) A published final EA will be used to support a Finding of No Significant Impact (FONSI).

Total document size including appendices (but not including supporting tech studies such as 620/621 forms or EDR reports) is anticipated to be no more than 500 pages. Up to 5 hardcopies of the administrative final EA and published Final EA versions of the document will be printed. Cost of outsourcing of printing may be reimbursed by the Authority to the Consultant upon approval by the Authority. Remaining public versions of the document will be made available on the Authority's LA-RICS web site or CD/DVD. Copies of working, administrative, and screen check versions will be made available to internal reviewers by FTP or SharePoint site. Any document filing fees is to be reimbursed by the Authority to the Consultant upon approval by the Authority.

The following schedule is assumed for development of the Supplemental EA:

Notice to Proceed:	August 22, 2014
Develop Final Project Description and Purpose and Need Statement:	September 26, 2014
Working Draft EA to Authority:	October 10, 2014
Admin Draft to NTIA:	November 7, 2014
Public Draft EA:	January 2, 2015
Final Draft EA:	February 6, 2015

TASK 4 – Maintain Administrative Record

The Consultant will be responsible for maintaining the administrative record for the supplemental LTE NEPA and CEQA compliance effort. This will include draft and final reports, references, correspondence with lead, cooperating, or regulatory agencies, etc., public comments, internal written communications, data contact logs, project notices, final modeling runs for noise and air quality analysis, GIS database, and field logs.

TASK 5 – Special Studies

Biological Resources.

Regarding **Biological Resources**, the Consultant will perform habitat assessment and prepare biological reports for the sites or site development scope that is not in the base EA. The Consultant will support federal Endangered Species Act Section 7 consultation with USFWS. There are two (2) Tasks for the biological scope of work: 1) Conduct Surveys and 2) Prepare Biological Reports, which are defined below:

Specific information necessary to determine need for additional survey (over that discussed below) will be gained through a habitat assessment, as below.

1. *General Habitat Assessment*. This involves a desktop analysis of 33 of the up to 45 sites not contemplated in the base EA to describe general biological character (i.e., urban or rural), and the land cover present. These "sites" may include an analysis of habitat along easements for fiber or electrical interconnection extending up to one mile from a particular LTE site (one easement per site). Land cover will be classified using either Holland (1986), or the Manual of California Vegetation, 2nd Edition (2009) method. A field study area (FSA) extending up to 100 feet from the LTE site boundaries (whichever is greater) will be established. Field maps will be created based on land cover identified during the desktop assessment. Field teams will mobilize to the 33 sites. For urban sites, site access will not be required (rather, more natural appearing areas within the surrounding FSA will be visited). For rural sites, areas within the new LTE site (or fiber/utility corridor) and surrounding FSA will be classified. For all sites and corridors not contemplated in the base EA, land cover identified during the desktop analysis will be confirmed. The data will be compiled in GIS and a letter report developed.

The habitat assessment effort will be conducted electronically and will support development of a GIS and the reports identified below, for up to 33 sites not previously contemplated in the base EA.

2. Prepare Biological Reports

a) A supplemental *Biological Assessment* will be developed to support Section 7 consultation under the federal Endangered Species Act if necessary. Up to 42 species would be included for consideration in this document.

b) A *Biological Technical Report* will be developed to document occurrence for and impacts to special-status species in the project area.

c) A *Biological Evaluation* will be developed to support special use and right of way permitting on federal lands. This document will account for species occurrence and impacts for agency-designated special-status species such as Forest Service Sensitive species.

The biological compliance efforts will be included in the final Supplemental EA.

Cultural Resources

Regarding **Cultural Resources**, the Consultant will perform cultural resources surveys and prepare cultural resources reports for the supplemental LTE EA effort. The Consultant will support SHPO, NAHC, and Native American consultation (i.e., TCNS). There are three (3) tasks for the cultural resources scope of work, 1) Archaeological Resources, 2) Native American Resources, and 3) State Historic Preservation Office coordination, which are defined below:

1. *Archaeological Resources*

a) A work plan will be prepared for the project to determine the likely presence of archaeological resources that may be affected by project implementation. This will set the framework upon which the subsequent work will be conducted.
b) A record search will be conducted at the South Central Coastal Information Center (SCCIC) to obtain California Historical Resources Information System (CHRIS)-held information applicable to up to 45 new sites not contemplated in the base EA.
c) Fieldwork planning and preparation will be conducted next to determine where field surveys need to be performed on the basis of the above research. We assume that up to 33 sites not contemplated in the base EA will need to be field surveyed. A fieldwork authorization for effort on up to two federally-administered sites will be obtained by the consultant if needed.
d) Fieldwork will be performed to determine presence/absence of archaeological resources, whether previously documented or newly discovered. Teams of qualified archaeologists will mobilize to the project sites and prepare field notes, take photographs, and document the results of their field efforts as individual locations are examined.
e) Data compilation (mapping and photos) will be conducted to provide information regarding the results of the research, record checks, and field investigations to use for preparation of the report.
f) Report preparation will include the preparation of FCC Forms 620/621 in accordance with NEPA and NHPA compliance requirements. This will form the basis for reporting the results of the above efforts and for making recommendations for avoidance or for mitigation, as appropriate. A single brief report meeting the California Office of Historic Preservation's Archaeological Resources Management Report (ARMR) standards will be prepared to account for surveys associated with fiber runs and other ancillary disturbance activities. Summaries of the findings from Forms 620/621 and the report will also be provided for use in any supplemental NEPA documentation.

2. *Native American Resources*. Native American correspondence will be managed by the Consultant, and prepared for appropriate approval. In accordance with the Native American Heritage Commission (NAHC), contact will be made early on with the NAHC to determine the presence of any sacred sites or sites of special significance to

Native Americans in the project area. Tribal contacts will be established from information provided by the NAHC and will include follow-ups with tribal leaders as appropriate. Data will be compiled and documented through mapping, site photos, and site forms as needed. This information will then be inserted into the FCC Forms 620/621 as necessary. No separate report will be prepared. No additional costs associated with Native American consultation (i.e., expenses associated with review of 620 forms, monitoring, etc.) have been contemplated in this effort.

3. *State Historic Preservation Office (SHPO) Consultation*. The State Historic Preservation Office (SHPO) consultation process will be conducted in accordance with state and federal requirements, using NTIA as a lead agency and adopting the Nationwide and Collocation Programmatic Agreements. This will include the development of correspondence with SHPO for sites that may be of state-wide or federal importance that may be impacted by the project. Consultation will begin early in the process of preparation for the project and will continue throughout the life of the project. This task also includes participation in Authority Meetings throughout the life of the project. SHPO consultation will be included in the final Supplemental EA, unless otherwise directed by the NTIA, the federal lead agency.

General Assumptions:

For sites previously contemplated in the base EA, data and analysis from the base EA will be incorporated by reference into the supplemental NEPA analysis. It is assumed that there are up to 45 new areas including LTE sites and fiber runs not contemplated in the base EA that will be included in the field efforts for biological and cultural resources.

9.2.8 Provide Additional Environmental Analysis and Compliance Monitoring Support to the LMR Project

Consultant shall comply with National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), Endangered Species Act (ESA) and provide support for environmental compliance during construction. Consultant shall also provide an option for environmental compliance at new sites that have not yet been identified and analyzed in a previous NEPA/CEQA analysis as of July 31, 2015.

1. Prepare Additional NEPA Documentation and Supporting Studies

FEMA has determined that the path forward for NEPA compliance will begin with a Programmatic Environmental Assessment (PEA). Concurrent with or immediately upon completion of a NEPA-compliant Programmatic Environmental Assessment (PEA) pursuant to Section 2.2.13 of this Attachment A (Scope of Work), the Consultant shall prepare up to nine (9) separate sets of NEPA-compliant documents for the LMR sites, which will include up to 3 separate EAs. For one of said EAs, documentation supporting up to 25 separate Records of Environmental Consideration may be substituted. The three (3) EAs will be prepared for LMR sites that are not located on federally administered lands. Consultant shall prepare up to six (6) additional separate EAs or Categorical Exclusion support documents for LMR sites that are on federally administered lands where FEMA and the federal land-administering agency would be joint lead agencies or lead and cooperating agencies. Consultant may utilize up to three (3) NEPA management teams by using shared resources to accomplish this tasking described below. This approach allows for the work to be performed in parallel or consecutively with the development of the PEA.

In addition, Consultant shall develop and track project NEPA compliance by funding allocation and maintain a spreadsheet that outlines this information for FEMA on a weekly basis. This process is expected to occur for a total of 14 months.

1.1 Develop EAs for Non-Federal Sites

Consultant shall prepare up to three (3) EAs for LMR sites that are not on federally administered lands which will address multiple sites that have been grouped based on similarity of their scopes. It is anticipated that FEMA will be the lead agency for purposes of NEPA for these sites, and that each of the three (3) EAs will be prepared in compliance with Council on Environmental Quality (CEQ) regulations found at 40 CFR 1500-1508 and FEMA's implementing regulations for NEPA at 44 CFR 10. Consultant shall analyze a Proposed Action and a No Action Alternative for each EA. Consultant shall prepare said EAs for Non-Federal sites in a manner described below.

1.1.1 A single EA or a series of REC support documents will be prepared for sites identified as "early build" sites (i.e., collocated with existing infrastructure). NEPA compliance for these sites will likely be the first completed after development of the Final PEA, and if applicable, the Final PEA's corresponding Finding of No Significant Impact (FONSI). No consultation with USFWS or SHPO is anticipated for this group of sites, which consist of sites approved for NEPA compliance by NTIA in either the Final LA-RICS LTE System EA or the supplemental EAs for LTE, or where the antenna support structure (i.e., building, monopole, or lattice tower) is already in place at a given site. This EA is expected to be highly abbreviated (i.e., the main body not to exceed 30 pages) that relies on the analysis conducted within the PEA, and that the Final NEPA documentation (i.e., either EA or REC support) for these sites will occur within 2 months of release of the FONSI, if applicable, for the PEA.

1.1.2 A single site-specific EA will be prepared for up to 25 sites where new towers would be constructed within or adjacent to existing communication or emergency response facilities. New infrastructure to be developed at these sites would be largely compatible with the infrastructure currently at each site. For sites in this site-specific EA, no effects to special status species and no USFWS consultation would be expected and the sites would not need to be included in a site-specific Biological Assessment. However, pending consultation with FEMA and other resource agencies, sites will be included in USFWS consultation and any ESA-compliant document if required. SHPO consultation for some of these sites is expected, however, and would have to be completed prior to issuance of a FONSI for these sites, unless a programmatic agreement is developed to allow for post-FONSI SHPO consultation. As a result, it is anticipated that this EA will take approximately 5 months from onset to completion of a final EA, and a draft EA could be developed prior to completion of the PEA.

1.1.3 A single EA will be prepared for up to 25 sites where new towers would be developed at new facilities (i.e., those that are not at developed existing communication or emergency response facilities). It is anticipated that for some sites, informal consultation with USFWS would be required, but that formal consultation would not be required. Note this timeline can be affected by survey windows for evaluated species.

Technical editing, GIS support, and subject matter expert support have all been included in this tasking to support NEPA document development.

1.2 Develop EAs on Federal Lands

Consultant shall prepare a total of six (6) EAs for LMR sites that are on federally administered lands. These EAs shall include the sites located on land administered by the U.S. Forest Service (USFS), National Park Service (NPS), Federal Aviation Administration (FAA), Bureau of Land Management (BLM), U.S. Army Corps of Engineers (USACE), and U.S. Coast Guard (USCG). Consultant may be required to prepare an EA for each agency, with FEMA and the other federal agency to determine Lead Agency/Cooperating Agency status for each EA. All EAs shall be prepared in accordance with 40 CFR 1500-1508, 44 CFR 10, in addition to the agency-specific NEPA guidelines or regulations identified below. A Proposed Action and No Action Alternative shall be analyzed by Consultant for each EA developed, and no other alternatives are anticipated for analysis unless they are already contemplated within the LMR system as of July 1, 2015. The six (6) EAs would be managed in two groups each with a separate NEPA manager and deputy, as identified below.

1.2.1 The EA for the USFS shall be compliant with CEQ regulations and 36 CFR 220, and include up to twenty-five (25) sites located in the Angeles National Forest (ANF) or the San Gabriel Mountains National Monument (SGMNM). A full data set for biological and cultural resources has been acquired for sites on these lands and no additional studies are expected. No change in NEPA or other associated regulations are expected as a result of SGMNM's National Monument status. The USFS EA requires one (1) full-time EA manager and one three-quarter time deputy, responsible for attending internal and external meetings and developing an EA compliant with the ANF Land Management Plan and associated communication site planning documents. The Biological Evaluation (BE) will be prepared to evaluate Forest Service Sensitive species, either as a stand-alone document or its functional equivalent will be embedded in the EA analysis. It is expected that the USFS EA will take 12 months to complete from date of inception (i.e., project description reviewed by ANF/USFS staff at appropriate approval authority level).

1.2.2 A total of five additional EAs will be created using agency-specific NEPA regulations, guidelines or orders. It is anticipated that a single management team, consisting of a NEPA manager and a deputy will lead this effort over a period of 9 months supported by staff (GIS, resource specialists, technical editing). During this period, the team can also provide assistance to the Authority in responding to public comments associated with the EAs and in securing leases, outgrants, rights-of-way, or other instruments to allow use of these federal lands. The Consultant understands any conflicts to resolve potential interagency issues will be managed by others outside of the Authority (i.e., by the federal agencies) in a manner to complete NEPA requirements as described above in a timely fashion. These five EAs include:

1.2.2.1 An EA for the two National Park Service (NPS) sites (sites LACFCP08 and PWT), compliant with CEQ and FEMA regulations, and NPS Director's Order 12.

1.2.2.2 An EA for the single FAA site (Site SPC), compliant with CEQ and FEMA regulations, and FAA Order 1050.1E (Change 1).

1.2.2.3 An EA for the single BLM site (Site BRK), compliant with CEQ and FEMA regulations, and BLM Handbook H-1790-1.

1.2.2.4 An EA for the single USACE site (Site LAFD088), compliant CEQ and FEMA regulations, and USACE NEPA regulations found at 33 CFR 230.

1.2.2.5 An EA for the single USCG site (Site PVC), compliant with CEQ and FEMA regulations and Department of Homeland Security Management Directive 5100.1.

The Consultant will prepare notices of availability for NEPA EA public review periods and prepare any responses to comments as required or as applicable. Scoping meetings and public hearings are not anticipated for any of the nine EAs, although each EA is anticipated to go through a 30 day public review period. A draft FONSI will be prepared for each EA, if appropriate.

2. Cultural Resources

2.1 Develop OFA Cultural Resources Management Reports, Perform Agency Coordination, Attend Meetings for Extended Schedule

For all sites on federally-administered lands, Consultant shall develop up to six (6) cultural resources management reports (to include historical, architectural history, archaeological and/or paleontological surveys as required or applicable), one for each agency, including those agencies that administer multiple sites proposed for LMR use (i.e., the USFS has 25 proposed LMR sites, but only a single report is anticipated for that agency).

For all sites on federally-administered lands, Consultant shall perform determinations of effect for each resource following the full Section 106 processes identified by each affected agency, rather than using the earlier anticipated FCC Form 620/621 submittals unless as directed by the federal land administering/management agencies and FEMA. It is anticipated that these extended determinations of effect will be applicable to approximately 200 resources on federal lands.

For those sites not on federally-administered lands and subject to SHPO review, Consultant shall comply with the FCC requirement that the FCC Form 620/621 submittals occur via the E-106 process, while also providing hard copy submissions of FCC Form 620/621 to SHPO (which does not participate in the E-106 process). Consultant shall manage this process for up to fifty-two (52) reports to be submitted to SHPO and FCC via these divergent methods.

Consultant shall attend meetings as necessary with the Authority, City of Los Angeles, FEMA, FCC, other federal agencies, and the Tribes for up to eight (8) months to manage input from all stakeholders. The Consultant has budgeted $30,000 in Other Direct Costs for costs associated with Tribal consultation inclusive of Tribal review fees for Soboba Band of Luiseno Indians and the Eastern Shoshone Tribe, shipping, and printing costs for the Tribal consultation packages.

3. Environmental Compliance Monitoring

In support of the LMR construction effort, Consultant shall provide environmental construction compliance monitors, including a senior environmental specialist, a senior biologist, and a senior archaeologist, to oversee and coordinate the activities of the LMR Contractor's environmental compliance monitors. Duties for the Consultant's environmental construction compliance monitors include, but are not limited to, the following:

a. Review of LMR Contractor-prepared environmental compliance management plan (ECMP) (may also be known as mitigation monitoring compliance reporting plan or similar).

b. Site inspections at LMR construction sites to verify ECMP compliance by LMR Contractor.

c. Coordination with LMR Contractor environmental compliance monitors

d. Coordination with appropriate Authority staff.

e. Coordination with federal and state regulatory or land management agencies, as appropriate to support environmental compliance at construction sites.

Compliance monitoring leads are required to support an anticipated 72-hour per week construction schedule. It is anticipated that construction and this monitoring effort will continue from onset for 18 months.

Consultant shall provide LMR deliverables for this Phase 2 effort include weekly monitoring reports (these may take the form of weekly meeting minutes) and quarterly grant compliance reporting.

4. Additional Sites (Five Sites Anticipated)

Currently, the Consultant has data and has performed environmental analysis for 116 sites. This list was initially thought to be sufficient to provide alternatives in the event sites were dropped from the system due to technical or permitting issues (i.e., environmental constraints). It now appears that there may be a need for additional alternative sites, as several sites previously thought to be securely included in the design may no longer match this case. Additional sites would require compliance with CEQA, NEPA, NHPA (SHPO's Section 106 review), ESA (USFWS Section 7 review) and other potential environmental review or permitting requirements. Consultant shall conduct additional site analysis would be expected to entail:

- CEQA-compliance (documentation to support statutory or categorical exemption, Notices of Exemptions, or publication of an initial study/mitigated negative declaration).
- NEPA compliance (documentation to support additional FEMA RECs for sites, or inclusion of a site into an already planned EA prior to Draft EA publication)
- NHPA compliance, to include records search, Native American outreach, field survey, analysis, development and submittal to SHPO of an FCC form 620 or 621 and electronic filings of the same forms to the FCC.
- ESA compliance, to include records search, agency outreach, field survey, analysis, and development of an informal assessment to USFWS supporting a "may affect, not likely to adversely affect" finding.

Deliverables for the LMR include:

- Up to three (3) NEPA-compliant EAs with FEMA as lead agency. One of these EAs may be substituted with REC support for up to twenty-five (25) sites
- A NEPA-compliant EA for up to twenty-five (25) sites on the Angeles National Forest (or San Gabriel Mountains National Monument
- Up to five (5) NEPA-compliant EAs with other Federal agencies.
- Up to fifty-two (52) 620/621 forms submitted through a divergent process by entering electronically in FCC's Tower Construction Notification System (TCNS).
- Up to six (6) cultural resources management reports for sites on other Federal agency lands.
- Quarterly reporting for environmental compliance monitoring during construction
- Weekly updates (in the forms of reports and/or meeting minutes) regarding environmental compliance monitoring during construction
- CEQA, NEPA, NHPA and ESA documentations for Additional Sites as described in sub-section 4 above.

9.3 PHASE 2 – LMR AND LTE SITE CONSTRUCT AND SITE MODIFICATION

In this phase of each of the LMR and LTE projects, the Consultant will oversee the implementation of the site improvements developed by the LMR System Contractor and the LTE System Contractor during the system design phase. The plans and specifications developed during the design phase should address modifications to existing sites, facilities or infrastructure, as well as site improvements and construction of new facilities and infrastructure at new sites for each project.

In this Phase 2, the Consultant will verify that the LMR System Contractor and the LTE System Contractor delivers the work of site modifications and construction of facilities and infrastructure meeting the quality specified in the plans and specifications that were reviewed and accepted during Phases 1, System Design.

The Consultant's field engineers/construction managers will be involved hands-on on a daily basis to make sure that the following items are addressed for each project:

a. Verify that all required permits are on hand before starting any construction activities
b. Communicate upcoming construction activities in advance to all stakeholders and the appropriate communities if impacts are expected
c. Process and address any requests for information and submittals coming from the LMR System or LTE System Contractors
d. Conduct construction observation to resolve any quality-related issues as they arise
e. Coordinate the services of the various specialty consultants, including special inspection and material testing
f. Monitor construction progress against the respective LMR or LTE project baseline schedules for each site and address recovery plans if delays become necessary
g. Review progress payment applications against work in place and process for payment as appropriate
h. Process any potential changes arising out of unforeseen field conditions or Authority-initiated directives
i. Ensure that all best management practices and environmental mitigation measures (if any) are addressed as defined in the environmental documents
j. Ensure that all master punch list work is completed properly and in a timely manner
k. Coordinate all inspection activities with the Inspector Of Record (IOR) and with deputy inspectors as may be assigned for each project.

The approved LMR and LTE System Designs may require modifications to existing sites, or new shelters and towers may be needed to accommodate coverage requirements, new equipment, or correct existing deficiencies. These modifications may include grounding system improvements, electrical system upgrades, tower reinforcements, or equipment shelter expansions.

The Consultant will oversee any LMR System or LTE System site modifications to evaluate construction methodologies and practices of the respective Contractors. Upon notice from the LMR System or LTE Sytem Contractor that site improvement work is ready for final inspection, the Consultant will conduct site inspections to ensure a quality installation and that applicable punch list items have been resolved.

LMR deliverables for this Phase 2 will at a minimum be:

a. LMR-PH2-9.3.1 Final Site Construction Report
b. LMR-PH2-9.3.2 Final Site Acceptance Report
c. LMR-PH2-9.3.3 Outreach Presentations, Marketing Materials and Fact Sheets
d. LMR-PH2-9.3.4 Environmental Document Review Reports

LTE deliverables for this Phase 2 will at a minimum be:

a. LTE-PH2-9.3.1 Final Site Construction Report
b. LTE-PH2-9.3.2 Final Site Acceptance Report
c. LTE-PH2-9.3.3 Outreach Presentations, Marketing Materials and Fact Sheets
d. LTE-PH2-9.3.4 Environmental Document Review Reports

9.4 PHASE 3 – SUPPLY LMR AND LTE SYSTEM COMPONENTS

For each of the LMR and LTE projects, upon successful completion of Phase 1 System Design and Phase 2 Site Construction and Site Modification, Phase 3 Supply Telecommunications System Components will commence. This Phase 3 consists of ordering, supplying, fabricating, and delivering the LMR System and LTE System components. As this Phase 3 kicks off, it will be important to confirm or re-establish the baseline project schedule, critical path drivers, work plans, and budget for each project.

The Consultant will work closely with the Authority to administer new contract orders and/or change orders, as necessary, for procuring the hardware, software, and other materials and services necessary to implement the LMR System and LTE System respectively.

For each project and before factory orders are placed, the Consultant will review all equipment lists for accuracy and completeness, ensuring they match the requirements of the LMR System and LTE Systems Contracts and the final design documentation. For each project they will use the RTM developed during Phase 1 System Design to monitor compliance with the system performance criteria and environmental documents.

9.4.1 Factory Acceptance Tests (FAT) and Equipment Staging

For each of the LMR and LTE projects, the Factory Acceptance Test (FAT) and equipment staging process involves assembling system infrastructure equipment for each site at the LMR System Contractor's and LTE System Contractor's facility(s) and conducting as much of the Acceptance Test Plan (ATP) activities as possible. The Consultant, as adjunct to, on behalf of, or as proxy for the Authority, will attend the FAT for each project and verify that the accepted testing procedures are properly executed and that the results concur with the system performance criteria as specified in the respective LMR and LTE technical requirements. For each project and after staging, the site equipment will be packed by the LMR System and LTE System Contractors for delivery or

storage.

To provide the appropriate level of quality assurance during the FAT, the Consultant will perform the following actions for each project:

a. Re-review all applicable factory test procedures and confirm that they are designed to simulate, as closely as possible, the final overall system configuration
b. Verify test equipment metrology to ensure it is properly calibrated
c. Verify testing results will be properly documented and that any subsystem that was not tested as part of the overall staging effort is properly tested and documented by the specific supplier
d. Verify that any issues requiring a software, firmware, or hardware upgrade, downgrade, or retrofit will be clearly identified prior to shipment
e. Update master punch list throughout FAT, including recommended remedial action
f. Maintain results in a FAT report that includes FAT items from the master punch list
g. Update the requirements traceability matrix with FAT results

9.4.2 Materials Management

For each of the LMR and LTE projects, the Consultant will establish a logistics management process to ensure that the right materials are at the right place at the right time during deployment, including specifying, ordering, staging, kitting, shipping, sparing, and returns.

For each project and immediately following the FAT/staging process, while still at the manufacturer's facility, the Consultant will conduct an inventory of equipment for each site to include but not be limited to:

a. Electronics and ancillary equipment, including respective LMR System and LTE System, and microwave radios, equipment racks, power and signaling cabling, transmission lines and wave guides, antennas, grounding, and surge suppression
b. Components for shelter, antenna support structure, commercial power, emergency power, HVAC, site security, cable ladders and ice bridges, lighting, fire suppression system, and overall workmanship and materials
c. Site documentation and manuals for completeness; we will be particularly sensitive to as-built drawings and ensure that they reflect actual site conditions
d. FCC licenses and other regulatory permits and documentation.

For each project, the Consultant will verify that inventories document quantity, model, revision level, and serial numbers as appropriate. The Consultant will note any deviations from the factory orders/equipment lists in the master punch list, even if the inventory is to be placed into storage after FAT/staging.

LMR deliverables for this Phase 3 will at a minimum be:

a. LMR-PH3-9.4.1 Final Factory Acceptance Test Report
b. LMR-PH3-9.4.2 Final Equipment Staging Report
c. LMR-PH3-9.4.3 Final Inventory and Maintenance Tracking System (IMTS) Report

LTE deliverables for this Phase 3 will be:

a. LTE-PH3-9.4.1 Final Factory Acceptance Test Report
b. LTE-PH3-9.4.2 Final Equipment Staging Report
c. LTE-PH3-9.4.3 Final IMTS Report

9.5 PHASE 4 – LMR and LTE SYSTEM IMPLEMENTATION

For each of the LMR and LTE projects, the Consultant will provide implementation planning and execution support services using the proven processes described below. The Consultant understands that the LMR System and LTE System deployment plan may vary from the Phases defined in the LMR System Contractor's and LTE System Contractor's Contract:

a. The LMR System Contractor or LTE System Contractor that the Authority selects
b. Whether Notices To Proceed (NTP), or partial NTPs are issued for the Phases of each project
c. The LMR System's and LTE System's final technical, geographical, and/or operational attributes
d. Funding sources
e. Evolving priorities and other influences, such as political, environmental, and budgetary conditions

During system implementation and deployment for each project, the Consultant will provide oversight services to ensure the LMR System Contractor and LTE System Contractor executes according to the approved implementation plan and in conformance with the system performance criteria in each of the LMR System Contract and LTE System Contract.

9.5.1 Implementation Planning

For each project, the Consultant will work closely with the Authority and the LMR System Contractor and LTE System Contractor to define a comprehensive, step-by-step implementation plan and Integrated Master Schedule (IMS) for the LMR and LTE projects solutions. The implementation plan and schedule will be based on industry best practices for developing LMR and LTE radio systems and will address, at a minimum and for each project:

a. Conformance to the applicable of the LMR System Contract and LTE System Contract and system performance criteria
b. Adequate, phased schedule
c. Risk identification and mitigation planning
d. Frequency planning and FCC licensing
e. Indication of system acceptance and other testing completion sign-off by appropriate Authority stakeholders
f. Indication that users and operations personnel must be fully trained
g. Minimizing the impact on system operations and service disruptions to public safety critical systems
h. Detailed procedures for acceptance testing, cutover, and operations
i. Minimal operation disruption during transition for users and dispatch
j. Roles and responsibilities of Authority personnel and LMR System Contractor and the LTE System Contractor personnel
k. Subsystem migration plans
l. P25 and broadband mobile data (LTE) upgrades
m. Other technology upgrades

The Consultant understands that the aspects of the design and implementation plans may change in each project, prompting the need for additional or refined cost analysis. They will evaluate variances from the baseline established in previous Phases and revise cost estimates as previously described.

9.5.2 Radio Service Migration Planning

For each of the LMR and LTE initiatives, it is extremely important to have a detailed migration plan for orderly

transition from the legacy voice and data radio systems to the interoperable LMR and LTE Systems. Each step in the migration plan for each project should consider minimizing service interruptions and the impact to system users. The Consultant will review the LMR System Contractor's and LTE System Contractor's migration plan and assist the Authority in coordinating the migration process with all jurisdictions in advance of acceptance testing. Among other considerations, the migration plans for each project must account for frequency utilization as well as how legacy and new equipment can coexist to facilitate a smooth transition.

The Consultant recognizes that overall system migration for large regional and statewide systems is best executed in phases—bringing live the new system's various segments one at a time. They will work with the LMR and LTE System Contractors to transition the Authority's voice and data radio operations in coordinated phases.

For each of the LMR and LTE projects, starting in the Phase 1 Design Phase, and continuing through Phase 4 System Implementation, the Consultant will assist the Authority in evaluating how the new LMR and LTE Systems will affect the current regional operations, interoperability, policies and procedures, and governance. For each project, and in order to determine what changes may be required to meet the public safety needs with the new/upgraded LMR and LTE System, the Consultant will review the following:

a. Current regional tactical interoperable communications plan (TICP)
b. Operating agreements and memoranda between the County, City, and participating jurisdictions
c. Governance structure with the Authority and appropriate stakeholders

For each project, the Consultant will assist the Authority in updating or developing new policies, Memorandums of Understanding/Agreement (MOU/MOA), and Standard Operating Procedures (SOP) to implement effective regional interoperability and governance.

9.5.3 Acceptance Test Plans (ATP)

The LMR System Contractor and the LTE System Contractor will prepare detailed system Acceptance Test Plans (ATP) that the Consultant will evaluate during Phase 1 Design Review activities to ensure the system is thoroughly and meticulously tested to system performance criteria. For each project, the Consultant will conduct a series of recommended ATPs that will include:

a. **Field Acceptance Test Plan** – Verification that the plan tests proper operation, features, interoperability, and reliability of the LMR or LTE System, and backhaul network subsystems for each project, including system infrastructure, subscriber units, and consoles.

b. **Coverage Acceptance Test Plan (outdoor)** – Verification that the plan is consistent with TSB-88-C; provides objective evaluation the DTVRS for bit error rate (BER) and DAQ of 3.4; specifies pass/fail criteria, test areas, and size of each test tile, as per the technical specifications in the respective contracts.

c. **Coverage Acceptance Test Plan (indoor)** – Review of the Coverage Acceptance Test Plan (CATP) and verification that the evaluation of mandatory building coverage for each of the LMR and LTE projects will be either 1) service areas, or 2) by verification of indoor coverage for critical structures where the subjective indoor testing must occur. For specific critical structures, the Consultant will verify that the CATP includes a detailed map showing coverage requirements for each location, illustrating portable coverage with clear markings.

d. **Infrastructure Installation Test Plan** – Verification that the infrastructure installation test plan includes validation of all critical components (e.g., antennas, cabling, tower lighting, backup power, fault monitoring systems), especially those with significant importance to prolonged site operations during critical events or times of emergency response escalation.

e. **Full System Acceptance Test Plan** – Verification that the full system acceptance test plan contains an adequate subset of each of the other test plans to validate final acceptance and simulates, as closely as possible, the final overall system configuration.

9.5.4 Installation Support Services

For each project, the Consultant will oversee the new and upgraded equipment delivery installations, checking for quality and verifying activities against approved plans. The Consultant will inventory delivered equipment when it arrives at each site to make sure and verify it is in acceptable condition and suitable for installation.

The Consultant will accompany the LMR System Contractor and the LTE System Contractor at each site to verify that all LMR and LTE systems and equipment are present, properly installed, and that installations conform to industry workmanship standards using site-specific quality checklists. For example, the Consultant will inspect cabling for proper routing, bundling, and labeling. Inspections will also document any engineering design issues that must be dealt with and recommend corrective actions to be taken. The Consultant will update the master punch list according to issues found at each site in each of the LMR and LTE projects.

For each project, site verifications that commenced in Phase 2 will continue to ensure that site support systems (such as power, batteries, and emergency backup systems) are properly installed and operating with the system equipment. Upon notice from the LMR System Contractor or the LTE System Contractor that system installations are ready for final inspection, the Consultant will conduct site inspections to ensure installation requirements and quality standards are met. The Consultant will visit LMR and LTE sites, and dispatch sites and document any deficiencies on the master punch list, and will work as the Authority's agent with the respective LMR and LTE System Contractor to ensure that any required remedial action is taken.

If additional site work is needed in either the LMR or LTE projects, the Consultant will check progress against the implementation schedule to see that potential delays are quickly identified and that schedule delay mitigation plans are developed. They will document inspection results, including digital photos, for each site.

Depending on the site configuration, the following is a list of candidate items for inspection in each of the projects:

a. Access road
b. General site conditions
c. Physical availability of surrounding land space
d. Perimeter security
e. Emergency power
f. AC and/or DC power
g. Equipment shelter
h. HVAC
i. Grounding and lightning suppression
j. Tower(s) and transmission line support structures

k. Antennas
l. Waveguide and dry air systems
m. Electronics: radio(s), microwave, terrestrial interconnect, ancillary systems
n. Nearby obstructions that may impact microwave paths and mobile radio coverage
o. Evidence of approval by local building inspectors
p. Site availability – specifically if a site is owned by the Authority and/or Authority members, and if the Authority has procured the legal rights to carry out the proposed improvements on the selected site through a Site Access Agreement

9.5.5 Commissioning

The Consultant will track and supervise the remaining work for the LMR System and LTE System respectively, and all of its parts, subsystems, and components to ensure they are fully functional in their respective service environments and in accordance with specified requirements in the respective contracts. As a prerequisite to final system acceptance in both the LMR and LTE projects, the Consultant will monitor and report the completion status of all master punch list items, further tasking, and deliverables.

Migrating public safety agencies to respective LMR and LTE operations will be one of the most critical portions in the deployment schedule for each project. The Consultant will work closely with the Authority, the participating agencies, and the LMR System Contractor and LTE System Contractor to define a comprehensive, step-by-step migration plan that will have the least impact on each agency's system operations, and minimize disruptions to public safety critical systems.

For each project, the commissioning process will take into consideration how legacy and new equipment can coexist in the same environment to reduce risk and facilitate a smooth transition. As part of that process, the Consultant will assist the Authority in planning and monitoring the decommissioning, removal, and disposal of equipment from legacy radio systems, as necessary, for each project. The Consultant will also continue to maintain the master punch list and ensure that final punch list items are completed prior to final milestone payments being approved. This will include delivery of all as-built and site record documentation that will enable the Authority to maintain and support the LMR and LTE Systems.

9.5.6 System Acceptance

For each project, the Consultant will oversee the LMR System Contractor's and LTE System Contractor's field acceptance testing. They will observe testing to ensure tests are conducted in accordance with the aforementioned test plans and verify system functionality, performance, reliability, and loading for each project.

The Consultant's system acceptance test oversight methodology for each project will be based on the processes outlined in the respective LMR and LTE QA/QC plans. The Consultant will use the RTM for requirements validation and will coordinate the methodology development and approval with the Authority and the LMR System Contractor and LTE System Contractor respectively. During their review of each of the LMR System and LTE System Acceptance Test Plans, the Consultant will supplement each with their explicitly-defined verification procedures.

Prior to witnessing any tests for either project, the Consultant will check the Contractors' test equipment metrology to ensure that the equipment has been properly calibrated and that the certification of calibration has not expired. The calibration should be traced to National Institute of Standards and Technology (NIST) recognized standards.

The LMR System Contractor and the LTE System Contractor must update the design documentation according to the accepted, final system for each project. The Consultant will review all final documentation, verifying not only that the documentation accurately reflects the final design, but that the final design implements the requirements captured in the RTM (i.e., meets system performance criteria) and that the master punch list is updated. If retesting is recommended in either project, the Consultant will verify the additional tests are properly executed and passed.

9.5.7 Training

For each project, training will be necessary for system equipment setup and operation, subscriber use, dispatcher use, and system management/maintenance personnel. The Consultant understands that training can become complex and costly if not standardized, since different agencies will require training on different systems, equipment, operations, and procedures. Therefore, the Consultant will work with the Authority and the LMR System Contractor and LTE System Contractor to identify a combination of standardized formal and on-the-job training requirements for the new systems.

The Consultant will review the LMR System Contractor's and LTE System Contractor's training plans for each project, to ensure compliance with the respective LMR and LTE System Contracts and performance criteria. In addition and for each project, the Consultant will review training plans for items such as the adequacy and best use of the schedule, training equipment, facilities, and presentation materials.

For both the LMR and LTE projects, the Consultant will also identify training requirements that align with the regional governance plans and initiatives, along with national SAFECOM and/or FirstNET requirements and standards. This will include proper training and regular exercises critical to the implementation and maintenance of a successful interoperability solution, including but not limited to:

a. General orientation on equipment
b. Multi-agency tabletop exercises
c. Multi-agency functional exercises
d. Continued, regular comprehensive regional training

9.5.8 Warranty Services

For each project and during the warranty period, the Consultant will verify that the LMR System Contractor's and LTE System Contractor's preventive and corrective maintenance plans include a warranty period as well as long-term, quality operations and maintenance functions throughout the LMR System's and LTE System's life-cycles. During the warranty period for each project, the Consultant will evaluate, at a minimum the following maintenance plans for:

a. Warranties
b. Infrastructure equipment repair/replacement
c. Subscriber unit repair
d. First year system maintenance
e. Ongoing system maintenance
f. 24-hour call center
g. Quality assurance inspection recommendations
h. Deficiency resolution
i. Technology upgrades
j. Software upgrades

k. Extended support services
l. Network monitoring/NOC services
m. Disaster recovery plan
n. Field engineering
o. Network, asset, and configuration management
p. Major system infrastructure component spares and their locations
q. Transition/termination plans
r. Maintenance fees

The Consultant will verify, during the warranty period, the LMR System Contractor's and LTE System Contractor's life-cycle planning plan, and verify that LMR System Contractor's and LTE System Contractor's system enhancement and support services capabilities will consist of the following steps:

a. Needs assessment/problem definition
b. Feasibility study
c. Requirements definition
d. High-level analysis and design
e. Detailed design
f. Procurement
g. Implementation
h. Testing
i. Maintenance and operations
j. Review/refresh (which will generate a new problem definition, thus making the process iterative)

LMR deliverables for this Phase 4 will at a minimum be:

a. LMR-PH4-9.5.1 Final Test Completion Report
b. LMR-PH4-9.5.2 Final Training Completion Report
c. LMR-PH4-9.5.3 Final Acceptance Report
d. LMR-PH4-9.5.4 Final Warranty Report

10 CULTURAL RESOURCES ASSISTANCE

10.1 General

a. Consultant shall develop a written plan as a path forward to Memorandum of Agreement (MOA)/geotechnical approval from SHPO .
b. Consultant shall meet with SHPO to determine path forward to both interim approval to accomplish geotechnical work and documentation required to further the MOA discussion between NTIA and SHPO.
    i. Consultant shall demonstrate to SHPO how the Authority has corrected the pathway.
    ii. Consultant shall, in concert with SHPO, determine if the work completed/planned is sufficient to secure geotechnical/MOA approval .
    iii. Consultant shall document (confirm with SHPO) and identify any remaining tasks required to secure the necessary approval(s).
    iv. Consultant shall update the written plan and provide recommendations of feasible alternatives for geotechnical/MOA approval as necessary.
c. Submit 620/621 forms:
    i. Consultant shall initially, identify those sites "ready to go" (i.e., that have adequate archaeological work described and a proper building inventory conducted) and begin

submitting 620/621 forms and prioritizing on those that SHPO has already reviewed or started to review. The Authority's Environmental Contractor will prepare the forms they deem ready, and provide them to Consultant for initial technical review and a final Quality Assurance (QA)/Quality Control (QC) review.

ii. After the first 2 weeks, Consultant shall shift the focus to the list of priority sites developed by this Consultant/Authority.

10.2 620/621 Forms

a. Consultant shall develop a quick and easy assembly process for the 620/621 forms that includes all authorship, word processing, QC (including QC of Subconsultants work and deliverables), and approval tasks.

b. Consultant shall create a new field form for use by the archaeologists that better drives the information to be used in the 620 forms (i.e., using multiple choice rather than open-ended questions).

c. Consultant shall work with the Authority's Environmental Contractor to institute a requirement that all field forms completed by the Authority's Environmental Contractor be submitted daily, reviewed daily, and corrected within 24 hours of the site visit. Consultant shall also ensure that this submission is be done by an individual knowledgeable about the forms and data placement. Consultant shall further confirm and review the initial 20 forms and a select number thereafter to ensure the assembly process is implemented correctly.

d. Consultant shall create new boilerplate language as needed for FCC Form 620 that captures the concerns SHPO has regarding site data. Consultant shall fully QC the form before initial use which are to include the following:

   i. A statement of the age of all buildings in the APE. This includes a range of dates if only aerial photo documentation exists, and a more precise date if there is other documentation. All sources must be referenced when a statement is made about a particular building or structure.

   ii. A statement regarding whether an archaeology survey had been completed for each property, along with a brief description of existing conditions of the property to determine levels of recent disturbance.

e. Consultant shall ensure that documentation exists for the archaeological and architectural effort:

   i. What was surveyed (provide documentation of who, where, when, and what found to meet professional standard of care).

   ii. State the findings, even if negative.

   iii. Fully document sources of information and statements made, in particular for concluding statements regarding age of structures.

f. Consultant shall add at least two layers into the 620/621 creation/QC process. One layer of QC should occur after the form has been created (this shall be done by Consultant's senior level technical staff and a generalist comparing against source data for each site). The second should be post-signature and prior to submission to SHPO (this will be done by Consultant's generalist) to ensure the forms are complete and polished. Consultant shall create a process to get errors/omissions corrected quickly and back into line for submission to SHPO.

g. Consultant shall ensure that two PI signatures on the 620 forms are secured, one for archaeology the other for architecture.

h. Consultant shall meet with SHPO to see if it's possible to increase review rate (based on a much improved document).

10.3 Architecture

a. Consultant's CRM Tech shall obtain reliable data sources for year built data within each LTE site, and where required by SHPO, outside the LTE site in the 0.5 mile indirect APE. Consultant to feed back their success at this within one week. If unsuccessful, Consultant and Authority will assist in identifying data/data sources Consultant shall make a statement that historic aerial photos were the only sources available if no other sources were used.
b. Consultant shall ascertain the QC processes put into place by CRM Tech, and if applicable, ASM and correct/improve if appropriate. For example, check building inventory vs. count of structures seen using Bing or similar satellite/aerial imagery.
c. Consultant shall ensure that each structure for each 620/621 form is discussed separately, and a narrative that discusses the date of construction or date range based on the use of aerial photos to document the date of construction is included in the form.
d. Consultant shall ensure data collected is consistent with what is required by SHPO.
e. Consultant shall have a conversation with SHPO regarding need for DPR 523 forms for all buildings (i.e., if the resources is better documented t and drive instead to no effect or no adverse effect).
f. Consultant shall streamline inclusion of building inventories into 620 forms.
g. Consultant shall clarify the work that needs to be accomplished at site SCH.
h. Consultant shall ensure that all Subconsultants (e.g. CRM Tech) understands that no sites are "exempt" and in the event of collocation, FCC Form 621 needs to be used (in lieu of form 620).

10.4 Archaeology

a. Consultant shall compress field schedule by adding archaeologists.
b. Consultant shall streamline the field forms for archaeology to minimize variability in data collected.
c. Consultant shall eliminate the disjointedness between field work and inclusion in the 620 forms to minimize opportunity for error.
d. Consultant shall develop a detailed schedule and timetable for completion of the fieldwork.

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	$13,951,042
Phase 2 – Site Construction and Site Modification	$3,351,288
Phase 3 – Supply LMR System Components	$431,520
Phase 4 – System Implementation	$5,515,094
Phase 5 – System Maintenance	-
LMR System Other Direct Costs	$267,050
LMR System Total	**$25,857,032**

LTE SYSTEM	
Phase 0 – Preliminary Phase – Project Startup	$1,434,602
Phase 1 – System Design	$845,174
Phase 2 – Site Construction and Site Modification	$5,288,848
Phase 3 – Supply LTE System Components	$499,790
Phase 4 – System Implementation	$1,137,125
Phase 5 – System Maintenance	-
LTE System Other Direct Costs	$541,080
LTE System Total	**$9,746,619**

MAXIMUM CONTRACT SUM	**$35,603,651**