



# AGENDA

## LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

### BOARD OF DIRECTORS SPECIAL MEETING

Wednesday, March 25, 2020 • 9:00 a.m.

#### **Teleconference Special Meeting\***

Meeting Call-in Number for Board Members and Public:

(562) 526-3800

Access Code: 996 827 452

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

#### **AGENDA POSTED: March 23, 2020**

Complete agendas are available on the Authority's website at <http://www.la-rics.org>.

\*The procedures used for this Teleconference Special Meeting is permitted pursuant to Executive Order N-29-20 issued on March 17, 2020, by the Governor of the State of California.

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#### **Members:**

1. **Sachi Hamai**, CEO, County of Los Angeles
2. **Daryl L. Osby**, Vice-Chair, Fire Chief, County of Los Angeles Fire Dept.
3. **Alex Villanueva**, Chair, Sheriff, Los Angeles County Sheriff's Dept.
4. **Cathy Chidester**, Dir., EMS Agency, County of LADHS
5. **Chris Donovan**, Fire Chief, City of El Segundo Fire Dept.
6. **Joe Ortiz**, Chief of Police, City of South Pasadena Police Dept.
7. **Mark R. Alexander**, City Manager, CA Contract Cities Assoc.
8. **Mark Fronterotta**, Chief of Police, City of Inglewood Police Dept.
9. **Chris Nunley**, Chief of Police, City of Signal Hill Police Dept.
10. **John Curley**, Chief of Police, City of Covina Police Dept.

#### **Alternates:**

**John Geiger**, General Manager, CEO, County of Los Angeles  
**Thomas Ewald**, Deputy Fire Chief, County of Los Angeles Fire Dept.  
**Mark Glatt**, Chief, Los Angeles County Sheriff's Dept.  
**Kay Fruhwirth**, Asst., Dir., EMS Agency, County of LADHS  
**Scott Haberle**, Fire Chief, City of Monterey Park Fire Dept.  
**Brian Solinsky**, Captain, City of South Pasadena Police Dept.  
**Marcel Rodarte**, Executive Dir., CA Contract Cities Assoc.  
**Louis Perez**, Deputy Chief, City of Inglewood Police Dept.  
**Brian Leyn**, Captain, City of Signal Hill Police Dept.  
**David Povero**, Captain, City of Covina Police Dept.

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#### **Officers:**

**Scott Edson**, Executive Director  
**Arlene Barerra**, County of Los Angeles Auditor-Controller  
**Keith Knox**, County of Los Angeles, Treasurer and Tax Collector  
**Priscilla Dalrymple**, Board Secretary



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

- I. CALL TO ORDER**
- II. ANNOUNCE QUORUM – ROLL CALL**
- III. APPROVAL OF MINUTES - NONE**
- IV. PUBLIC COMMENTS**
- V. CONSENT CALENDAR – NONE**
- VI. REPORTS – Director's Report Regarding Status of LA-RICS Projects During COVID-19 Outbreak**
- VII. DISCUSSION ITEMS - NONE**
- VIII. ADMINISTRATIVE MATTERS (A-C)**
  - A. APPROVE AMENDMENT NO. 44 TO AGREEMENT NO. LA-RICS 007 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM LAND MOBILE RADIO SYSTEM**

It is recommended that your Board:

1. Approve Amendment No. 44 (Enclosure) to Agreement No. LA-RICS 007 for LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect a reconciliation for certain LMR Change Order Modifications for a cost increase in the amount of \$2,609.
2. Authorize an increase to the Maximum Contract Sum in the amount \$2,609 from \$290,216,666 to \$290,219,275.
3. Delegate authority to the Executive Director to execute Amendment No. 44, in substantially similar form, to the enclosed Amendment (Enclosure).

Agenda Item A



**B. APPROVE AN INCREASE TO THE BUDGET FOR ONE (1) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT**

It is recommended that your Board:

1. Find the work and cost contemplated in this recommended action at the Irwindale Police Department (IRWDPD) site, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Increase the project budget by \$151,000 to a new total of \$563,000 for one (1) LA-RICS Telecommunication Facility Construction and Installation site, Irwindale Police Department (IRWDPD), and delegate authority to the Executive Director to award a contract and issue notices to proceed for that amount.

Agenda Item B

**C. TRIPLE A BOARD LETTER FOR 3 SITES (BUR2, CRN, LADFDEL2) ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT THREE (3) LA-RICS SITES AND APPROVE PROJECT BUDGETS**

It is recommended that your Board:

1. Make the following finding:
  - a. Find the adoption, advertising and award of construction, implantation, and installation work at the PSBN2 sites Burnt Peak 2 (BUR2), Cerro Negro 2 (CRN2), and Los Angeles County Fire Department Del Valle 2 (LACFDEL2) as identified in Enclosure 1, are within the scope of the activities authorized at these sites which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) in prior Board actions on January 24, 2019, October 3, 2019, and on January 15, 2020, pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") sections § § 15301, 15303, 15304, and/or 15332 for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.



2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the BUR2 site as follows:
  - a. Approve an estimated total project budget of \$1,570,381.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the BUR2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the BUR2 site.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the CRN2 site as follows:
  - a. Approve an estimated total project budget of \$368,668.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the CRN2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the CRN2 site.
4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the LACFDEL2 site as follows:
  - a. Approve an estimated total project budget of \$366,392.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the LACFDEL2 site.



- c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
    - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the LACFDEL2 site.
5. As it relates to Recommended Items 2-4, delegate authority to the Executive Director:
  - a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.
  - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
6. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
  - a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

Agenda Item C

## **IX. MISCELLANEOUS – NONE**



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

**XI. CLOSED SESSION REPORT - NONE**

**XII. ADJOURNMENT AND NEXT MEETING:**

Thursday, April 2, 2020, at 9:00 a.m., via Teleconference Meeting.



## BOARD MEETING INFORMATION

In accordance with Executive Order No. 25-20 on March 17, 2020 by the Governor of the State of California, this Special Meeting can be conducted via teleconference. Members of the public are invited to participate in the Teleconference meeting via the phone number provided above, and 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) requests 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.)*

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 as soon as possible. (323) 881-8291 or (323) 881-8295

SI REQUIERE SERVICIOS DE TRADUCCION, FAVOR DE NOTIFICAR LA OFICINA LO MAS PRONTO POSIBLE. .

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



**LOS ANGELES REGIONAL INTEROPERABLE  
COMMUNICATIONS SYSTEM AUTHORITY**

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

SCOTT EDSON  
EXECUTIVE DIRECTOR

March 25, 2020

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

Dear Directors:

**APPROVE AMENDMENT NO. 44 TO AGREEMENT NO. LA-RICS 007 FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO SYSTEM**

**SUBJECT**

Board approval is requested to authorize the Executive Director to execute Amendment No. 44 to Agreement No. LA-RICS 007 (Agreement) to contemplate a reconciliation for certain Change Order Modifications resulting in an increase to the Maximum Contract Sum in the amount of \$2,609.

**RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Approve Amendment No. 44 (Enclosure) to Agreement No. LA-RICS 007 for a LMR System with Motorola Solutions, Inc. (Motorola), which revises the Agreement to reflect a reconciliation for certain LMR Change Order Modifications for a cost increase in the amount of \$2,609.
2. Authorize an increase to the Maximum Contract Sum in the amount of \$2,609 from \$290,216,666 to \$290,219,275.
3. Delegate authority to the Executive Director to execute Amendment No. 44, in substantially similar form, to the enclosed Amendment (Enclosure).

**AGENDA ITEM A**



## **BACKGROUND**

On March 5, 2020, your Board approved LMR Change Order Modifications for the addition of microwave links. The recommended actions contemplate a reconciliation related to these change order modifications to revise the costs to tax.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 44 to reconcile microwave link Change Order Modifications to contemplate tax costs not previously contemplated, all actions resulting in an increase to the Maximum Contract Sum in the amount of \$2,609.

## **FISCAL IMPACT/FINANCING**

The activities contemplated in Amendment No. 44 will result in an increase to the Maximum Contract Sum by \$2,609 from \$290,216,666 to \$290,219,275 when taking the recommended actions into consideration. All work contemplated in Amendment No. 44 shall be fully reimbursed by the Urban Areas Security Initiative (UASI) grant.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

The Authority's counsel has reviewed the recommended actions and approved as to form.

## **CONCLUSION**

Upon the Board's approval of the recommended actions, the Executive Director or his designee will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

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Enclosure

cc: Counsel to the Authority

**AGENDA ITEM A**

**AMENDMENT NUMBER FORTY-FOUR  
TO AGREEMENT NO. LA-RICS 007  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO SYSTEM**

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**RECITALS**

This Amendment Number Forty-Four (together with all exhibits, attachments, and schedules hereto, "Amendment No. 44") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of March \_\_\_\_\_, 2020, based on the following recitals:

The Authority and Contractor have entered into that certain Agreement No. LA-RICS 007 for Los Angeles Regional Interoperable Communications System ("LA-RICS") – Land Mobile Radio System, dated as of August 15, 2013 (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 September 5, 2013, to exercise the Unilateral Option for all Work pertaining to Phase 1 (System Design), without the Additive Alternates; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Two, effective as of October 29, 2013, to exercise the Unilateral Option for all Work pertaining to Project Descriptions in Phase 1 (System Design) for the Bounded Area Coverage Additive Alternate; with no change to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Three, effective as of December 19, 2013, to, among other things, exercise the Unilateral Option for all Work pertaining to Contractor's provision and implementation of Specified Equipment (as defined in Amendment No. 3) increasing the Maximum Contract Sum by \$1,285,230, from \$280,354,954 to \$281,640,184.

The Agreement has been previously amended by Amendment Number Four, effective as of December 19, 2013, to, among other things, provide and implement under Phase 1 (System Design) certain additional equipment referred to as "Station B Equipment" increasing the Maximum Contract Sum by \$1,169,047, from \$281,640,184 to \$282,809,231.

The Agreement has been previously amended by Amendment Number Five, effective as of March 27, 2014, to, among other things; include license coordination fees, increasing the Maximum Contract Sum by \$20,240, from \$282,809,231 to \$282,829,472.

The Agreement has been previously amended by Amendment Number Six, effective as of April 17, 2014, to, among other things, upgrade to the Los Angeles Police Department's Valley Dispatch Center's ("LAPDVDC") Uninterruptible Power Supply

("UPS") to accommodate the installation and deployment of Core 2 at this facility, increasing the Maximum Contract Sum by \$68,146, from \$282,829,472 to \$282,897,618.

The Agreement has been previously amended by Amendment Number Seven, effective as of May 8, 2014, to, among other things, purchase portable radios, radio accessories, consolettes, and consoles; and to add a provision to address potential joint obligations of Authority and Contractor under the Antennae Lease Agreement dated April 17, 2014, between the City of Los Angeles, the Authority, and Contractor; increasing the Maximum Contract Sum by \$5,177,051, from \$282,897,618 to \$288,074,669.

The Agreement has been previously amended by Amendment Number Eight, effective as of August 28, 2014, to purchase additional portable radios and radio accessories; increasing the Maximum Contract Sum by \$3,671,006, from \$288,074,669 to \$291,745,675.

The Agreement has been previously amended by Amendment Number Nine, effective November 19, 2014, to (a) make changes necessary to reflect the removal of one (1) LMR System Site and all the Work and equipment associated with the removal of this site; (b) make the necessary changes to reflect Phase 1 (System Design) Project Description Work only for twenty-six (26) potential replacement sites; (c) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for twenty-six (26) existing LMR System Sites; with no increase to the Maximum Contract Sum.

The Agreement has been previously amended by Amendment Number Ten, effective February 17, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for one (1) potential replacement site; (b) make changes necessary to reflect the removal of four (4) LMR System Sites and all the Work and equipment associated with these sites; (c) make changes necessary to reflect the inclusion of four (4) LMR System Sites and all the Work and equipment associated with 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 LMR System Components), and Phase 4 (LMR System Implementation) for these four (4) LMR System Sites; (d) exercise the Unilateral Options for all Work pertaining to Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for eight (8) LMR System Sites currently contemplated in the Design; (e) allow for two power load studies to be conducted; and (f) make other certain changes as reflected in Amendment No. 10, increasing the Maximum Contract Sum by \$1,101,138, from \$291,745,675 to \$292,846,813.

The Agreement has been previously amended by Amendment Number Eleven, effective April 28, 2015, to (a) make the necessary changes to reflect Phase 1 (System Design) Description Work for two (2) potential replacement sites; (b) make changes necessary to reflect an existing credit from Amendment No. 3 in the amount of \$547,158 in Phase 3 (Supply LMR System Components) for one (1) LMR System Site, (c) make changes necessary to add project management costs that were inadvertently omitted in

Amendment No. 10 in the amount of \$64,282 in Phase 4 (LMR System Implementation) for one (1) LMR System Site, and (d) make other certain changes as reflected in Amendment No. 11, all of which reduced the Maximum Contract Sum by \$459,529, from \$292,846,813 to \$292,387,284.

The Agreement has been previously amended in Amendment Number Twelve, effective August 27, 2015, to (a) make the necessary changes to reflect the shifting of FCC Licensing Work and costs from Phase 3 (Supply LMR System Components) to Phase 1 (System Design) in the amount of \$284,041; (b) make certain changes to reflect the increase of FCC Licensing Work to contemplate the licensing of all UHF T-Band frequencies as referenced in Attachment B, at each of the applicable subsystem sites in order to achieve compliance with the performance criteria set forth in the Agreement, all in the amount of \$139,076; (c) make the necessary changes to reflect the inclusion of a bridge warranty for the Specified Equipment (Core 1, Core 2, repeater sites, Site on Wheels, and Station B Equipment) previously purchased under Amendment No. 3 and Amendment No. 4, to bridge the gap in warranty for this equipment until such time as Final LMR System Acceptance is achieved in the amount of \$647,533; and (d) to purchase portable radios, radio accessories, consolettes, and a control station for the Los Angeles Sheriff's Department Aero Bureau for purposes of mutual aid in the amount of \$386,234; increasing the Maximum Contract Sum by \$1,172,843 from \$292,387,284 to \$293,560,127.

The Agreement has been previously amended to Amendment Number Thirteen effective October 30, 2015 to make the necessary changes to reflect Phase 1 (System Design) Work to add lease exhibits to twenty-nine (29) LMR System Sites; increasing the Maximum Contract Sum by \$14,888 from \$293,560,127 to \$293,575,015.

The Agreement has been previously amended in Amendment Number Fourteen, effective November 17, 2015, to reflect the Work to reprogram UHF frequencies in accordance with Attachment A and purchase upgraded equipment for the County of Los Angeles Sheriff's Department's (LASD) Station B, as well as the Authority's System on Wheels to prepare for use at certain scheduled events in the amount of \$64,256, increasing the Maximum Contract Sum from \$293,575,015 to \$293,639,271.

The Agreement has been previously amended in Amendment Number Fifteen, effective December 17, 2015, to reflect the inclusion of Phase 1 (System Design) Project Description Work for eleven (11) potential replacement sites in the amount of \$128,414, increasing the Maximum Contract Sum from \$293,639,271 to \$293,767,685.

The Agreement has been previously amended in Amendment Number Sixteen, effective December 23, 2015, to (a) reflect the removal of thirty-one (31) LMR System Sites from the scope of Phase 1 (System Design) Work only for a cost reduction in the amount of \$1,132,374; (b) reflect the inclusion of seventeen (17) LMR System Sites into the scope of Phase 1 (System Design) only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$635,537; (c) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for seventeen (17) LMR System Sites; (d) include Phase 1 (System Design)

Project Description Work only for one (1) potential replacement site (LACF134) for a cost increase in the amount of \$11,674; (e) account for a comprehensive redesign of the LMR System and all associated Work for a cost increase in the amount of \$1,054,440; (f) reflect the removal, relocation, and deployment of the LMR System Core 2 equipment from Los Angeles Police Department Valley Dispatch Center (LAPDVDC) to Palmdale Sheriff Station (PLM) and necessary Work associated with this relocation and for a cost increase in the amount of \$499,912; increasing the Maximum Contract Sum by \$1,069,189 (\$635,537 + \$11,674 + \$1,054,440 + \$499,912 - \$1,132,374 when taking the above cost increases and decreases into consideration) from \$293,767,685 to \$294,836,874.

The Agreement has been previously amended in Amendment Number Seventeen, effective April 25, 2016, as follows:

- (a) Make changes necessary to reflect the removal of thirty-four (34) LMR System Sites from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost reduction in the amount of \$45,143,083.
- (b) Make the changes necessary to reflect the inclusion of nineteen (19) LMR System Sites into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost increase in the amount of \$23,677,589.
- (c) Re-baselining of the project management overhead expenses, attributable in the Agreement to each phase of the work that contemplates project management fees, to more accurately reflect the current project scope, and to establish a formula to more accurately price the net impact on project management overhead expenses of any subsequent addition or removal of sites. The re-baseline removes costs on a per site basis to a new per phase deliverable as contemplated in Amendment No. 17 in the amount of \$8,207,108. This re-baselining does however result in a net cost reduction in the amount of \$572,826 which is contemplated in the re-baseline.
- (d) Reconcile equipment necessary for certain LMR System Sites as well as the logging recorder as a result of redesign for a cost increase in the amount of \$3,171,159.
- (e) Exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) respectively, for those LMR System Sites contained in the LMR System reflecting the reconciliation of sites contemplated in Amendment No. 17.

- (e) Decreasing the Maximum Contract Sum by \$10,087,227 ( $-\$45,143,083 + \$23,677,589 + \$8,207,108 + \$3,171,159$ ) when taking the above cost increases and decreases into consideration) from \$294,836,874 to \$284,749,647.
- (f) Make other certain changes as set forth in Amendment No. 17.

The Agreement has been previously amended in Amendment Number Eighteen, effective May 4, 2016, to (a) reflect the inclusion of eight (8) LMR System Sites into the scope of Phase 1 (System Design) Work only which includes all Work associated with the addition of these sites into Phase 1 (System Design) for a cost increase in the amount of \$76,136; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) for eight (8) LMR System Sites; (c) reflect the inclusion of Phase 1 (System Design) Project Description Work for four (4) LMR System Sites for a cost increase in the amount of \$46,696; and (d) increasing the Maximum Contract Sum by \$122,832 ( $\$76,136 + \$46,696$ ), when taking the cost increases into consideration from \$284,749,647 to \$284,872,479.

The Agreement has been previously amended in Amendment Number Nineteen, effective May 5, 2016, to make changes necessary to (a) reflect the removal of one (1) LMR System Site from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) for a cost reduction in the amount of \$1,192,712, which includes a reduction in the amount of \$20,322 for project management costs for this site; (b) reconcile equipment necessary for certain LMR System Sites as a result of redesign for a cost increase in the amount of \$1,197,256; increasing the Maximum Contract Sum by \$4,544 ( $\$1,197,256 - \$1,192,712$ ), when taking the cost increases and decreases into consideration, from \$284,872,479 to \$284,877,023; and (c) make other certain changes as set forth in Amendment No. 19.

The Agreement has been previously amended in Amendment Number Twenty, effective September 28, 2016, to make changes necessary to (a) reconcile nine (9) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$367,144, (b) include 3D Modeling Work for certain LMR System Sites for a cost increase in the amount of \$6,534; (c) remove Site Lease Exhibit Work for certain LMR System Sites for a cost decrease in the amount of \$14,884; (d) increasing the Maximum Contract Sum by \$358,794 ( $\$367,144 + \$6,534 - \$14,884$ ) from \$284,877,023 to \$285,235,817 when taking the cost increases and decreases into consideration and (e) make other certain changes as set forth in Amendment No. 20.

The Agreement has been previously amended in Amendment Number Twenty-One, effective October 27, 2016, to make changes necessary to reflect (a) the replacement of one (1) LMR System Site Johnstone Peak (JPK) with site Johnstone Peak 2 (JPK2) by (1) removing site JPK from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same; and (2) include the JPK2 site into the scope of Phase 1 (System Design), Phase 2

(Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same, with the equivalent scope and cost for all Phases as JPK resulting in a cost neutral replacement; (b) exercise the Unilateral Options for all Work pertaining to Phase 1 (System Design) only for the replacement site Johnstone Peak 2; (c) reconcile ten (10) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$804,944; (d) remove five (5) Project Descriptions from the scope of Phase 1 Work for a cost decrease in the amount of \$58,370; (e) make changes necessary to reflect an administrative revisions for a cost decrease in the amount of \$32,001; (f) increasing the Maximum Contract Sum by \$714,573 (\$804,944 - \$58,370 - \$32,001) from \$285,235,817 to \$285,950,390, when taking the cost increases and decreases into consideration; and (g) make other certain changes as set forth in Amendment No. 21.

The Agreement has been previously amended in Amendment Number Twenty-Two, effective November 17, 2016, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to reflect the updated LMR System Design for a cost increase in the amount of \$476,676; (b) increasing the Maximum Contract Sum by \$476,676 from \$285,950,390 to \$286,427,066, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 22.

The Agreement has been previously amended in Amendment Number Twenty-Three, effective December 21, 2016, to make changes necessary to (a) include four (4) LMR System Sites and all Work and equipment associated with these sites into Phase 1 (System Design) to be contemplated in the LMR System for a cost increase in the amount of \$36,068; (b) exercise the respective Unilateral Options all Phase 1 (System Design) Work pertaining to the four (4) LMR System Sites; (c) purchase certain Radio Equipment to be used with Authority's User Equipment for a cost increase in the amount of \$948; (d) increase the Maximum Contract Sum by \$39,016 from \$286,427,066 to \$286,466,082, when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 23.

The Agreement has been previously amended in Amendment Number Twenty-Four effective January 25, 2017, to make changes necessary to reflect (a) the reconciliation of six (6) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,379,232; (b) increase the Maximum Contract Sum by \$2,379,232 from \$286,466,082 to \$288,845,314, when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 24.

The Agreement has been previously amended in Amendment Number Twenty-Five effective March 20, 2017, to make changes necessary to reflect (a) the reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$330,670; (b) the inclusion of three (3) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$4,684,205 (c) increase the Maximum Contract Sum by \$4,353,535 from

\$288,845,314 to \$293,198,849, when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 25.

The Agreement has been previously amended in Amendment Number Twenty-Six, effective April 13, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Sites to align with the updated LMR System Design for a cost increase in the amount of \$2,336,048; (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$64,744 (c) increase the Maximum Contract Sum by \$2,400,792 from \$293,198,849 to \$295,599,641, when taking the cost increase into consideration; and (d) make other certain changes as set forth in Amendment No. 26.

The Agreement has been previously amended in Amendment Number Twenty-Seven, effective June 1, 2017, to make changes necessary to reflect (a) the reconciliation of two (2) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$355,410 (b) the inclusion of two (2) LMR System Sites into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,439,627 (c) make changes necessary to reflect an administrative reconciliation, a reconciliation related to dropped sites, and a reconciliation related to services performed in Phase 1 for a cost decrease in the amount of \$3,434,574; (d) increase the scope to include all Work necessary to implement an environmental Mitigation Monitoring and Reporting Plan into the LMR program to assess and ensure mitigation measures are met for a cost increase in the amount of \$2,912,356, (e) increase the Maximum Contract Sum by \$561,999 from \$295,599,641 to \$296,161,640 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 27.

The Agreement has been previously amended in Amendment Number Twenty-Eight, effective August 21, 2017, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site to align with the updated LMR System Design for a cost increase of \$868,771 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$31,487; (c) increase the Maximum Contract Sum by \$900,258 from \$296,161,640 to \$297,061,898 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 28.

The Agreement has been previously amended in Amendment Number Twenty-Nine, effective September 07, 2017, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,170,471 (b) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the



amount of \$31,922; (c) increase the Maximum Contract Sum by \$1,202,393 from \$297,061,898 to \$298,264,291 when taking the cost increases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

The Agreement has been previously amended in Amendment Number Thirty, effective November 09, 2017, to make changes necessary to reflect (a) the reconciliation of seven (7) LMR System Site to align with the updated LMR System Design for a cost decrease of \$1,664,767 (b) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,228,018 (c) make changes necessary to reflect LMR Change Order Modifications for a cost increase in the amount of \$4,195; (d) upgrade equipment for the Multiprotocol Label Switching (MPLS) Mobile Backhaul which will provide the backhaul capacity necessary for network performance reliability and functionality for a cost increase in the amount of \$2,200,000; (e) increase the Maximum Contract Sum by \$1,767,446 from \$298,264,291 to \$300,031,737 when taking the cost increases and decreases into consideration; and (f) make other certain changes as set forth in Amendment No. 30.

The Agreement has been previously amended in Amendment Number Thirty-One, effective February 28, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications, in particular the installation of tower lighting at Mira Loma (MLM) LMR System Site, for a cost increase in the amount of \$19,573; (d) increase the Maximum Contract Sum by \$19,573 from \$300,031,737 to \$300,051,310 when taking the cost increases into consideration; and (b) make other certain changes as set forth in Amendment No. 31.

The Agreement has been previously amended in Amendment Number Thirty-Two, effective March 1, 2018, to make changes necessary to reflect (a) the reconciliation of three (3) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$4,131,931; (b) a cost neutral administrative reconciliation in connection with the Narrowband Mobile Data Network (NMDN) Subsystem to align all corresponding per site NMDN costs to a single line item cost, impacting thirty-three (33) LMR System Sites; (c) decrease the Maximum Contract Sum by \$4,131,931 from \$300,051,310 to \$295,919,379 when taking the cost decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 32.

The Agreement has been previously amended in Amendment Number Thirty-Three, effective May 30, 2018, to make changes necessary to reflect (a) certain LMR Change Order Modifications for a cost increase in the amount of \$17,490 (b) increase the Maximum Contract Sum by \$17,490 from \$295,919,379 to \$295,936,869 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 33.

The Agreement has been previously amended in Amendment Number Thirty-Four, effective July 31, 2018, to make changes necessary to reflect (a) the inclusion of one (1) LMR System Site into the scope of Phase 2 (Site Construction and Site Modification),

Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,016,780; (b) certain LMR Change Order Modifications for a cost increase in the amount of \$90,744; (c) the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$6,010; (d) an extension of a bridge warranty for the certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2019, for a cost increase in the amount of \$430,800; (e) increase the Maximum Contract Sum by \$1,544,334 from \$295,936,869 to \$297,481,203 when taking the cost increase into consideration; and (f) make other certain changes as set forth in Amendment No. 34.

The Agreement has been previously amended in Amendment Number Thirty-Five, effective October 11, 2018, to make changes necessary to reflect (a) the reconciliation of one (1) LMR System Site Olinda (OLI) from the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation), respectively, and all associated Work of the same for a cost decrease in the amount of \$701,234; (b) the inclusion of one (1) LMR System Site Winding Way (WWY) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), and exercise the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$1,064,388; (c) certain LMR Change Order Modifications for a cost increase in the amount of \$13,115 (d) make changes necessary to reflect an administrative reconciliation, a reconciliation related to the removal of certain Authority equipment, in particular an Uninterruptible Power Supply (UPS), from the Los Angeles Police Department's Valley Dispatch Center (LAPDVDC) for a cost increase in the amount of \$601; (e) increase the Maximum Contract Sum by \$376,870 from \$297,481,203 to \$297,858,073 when taking the cost decrease and increase into consideration; and (f) make other certain changes as set forth in Amendment No. 35.

The Agreement has been previously amended in Amendment Number Thirty-Six, effective November 19, 2018, to make changes necessary to reflect (a) reconciliation of five (5) LMR System Sites to align with the updated LMR System Design for a cost decrease in the amount of \$535,981; (b) inclusion of one (1) LMR System Site San Pedro Hill (SPH) into the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR Components), Phase 4 (LMR System Implementation), exercising the Unilateral Options of the same, to align with the updated LMR System Design for a cost increase in the amount of \$842,471; (c) incorporate an LMR Change Order Modification for a cost increase in the amount of \$4,952 (d) increase the Maximum Contract Sum by \$311,442 from \$297,858,073 to \$298,169,515 when taking the cost decreases and increases into consideration; and (e) make other certain changes as set forth in Amendment No. 36.

The Agreement has been previously amended in Amendment Number Thirty-Seven, effective February 26, 2019, to make changes necessary to (a) incorporate

certain LMR Change Order Modifications for a cost increase in the amount of \$56,337; (b) increase the Maximum Contract Sum by \$56,337 from \$298,169,515 to \$298,255,852 when taking the cost increases into consideration; and (c) make other certain changes as set forth in Amendment No. 37.

The Agreement has been previously amended in Amendment Number Thirty-Eight, effective June 11, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 38 that results in a net cost decrease in the amount of \$47,393; (b) decrease the Maximum Contract Sum by \$47,393 from \$298,225,852 to \$298,178,459 when taking the cost increases and decreases into consideration; and (c) make other certain changes as set forth in Amendment No. 38.

The Agreement has been previously amended in Amendment Number Thirty-Nine, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation related to the Narrowband Mobile Data Network (NMDN) Subsystem resulting in a cost decrease in the amount of \$720,207, (b) incorporate certain LMR Change Order Modifications as further described in Amendment No. 39 that results in a cost increase in the amount of \$73,606; (c) decrease the Maximum Contract Sum by \$646,601 from \$298,178,459 to \$297,531,858 when taking the cost increase and decrease into consideration; and (d) make other certain changes as set forth in Amendment No. 39.

The Agreement has been previously amended in Amendment Number Forty, effective September 16, 2019, to make changes necessary to (a) reflect a reconciliation to remove two (2) LMR System Sites, Lower Encinal Pump Station (LEPS) and Winding Way (WWY), from the scope of Phase 2 (Site Construction and Site Modification), Phase 3 (Supply LMR System Components), and Phase 4 (LMR System Implementation) and reconcile the Narrowband Mobile Data Network (NMDN) Subsystem to align with the updated LMR System Design for a net cost decrease in the amount of \$2,053,456; (b) revise Exhibit B (LMR System Specification) to include the scope for certain Work related to Channel 15 and 16 Interference Mitigation resulting in a cost increase in the amount of \$803,207; (c) incorporate certain LMR Change Order Modifications as further described in Amendment No. 40 that results in a cost decrease in the amount of \$10,920; (d) decrease the Maximum Contract Sum by \$1,261,169 from \$297,531,858 to \$296,270,689 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 40.

The Agreement has been previously amended in Amendment Number Forty-One, effective October 17, 2019, to make changes necessary to (a) incorporate certain LMR Change Order Modifications as further described in Amendment No. 41 that results in a cost increase in the amount of \$255,975; (b) increase the Maximum Contract Sum by \$255,975 from \$296,270,689 to \$296,526,664 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 41.

The Agreement has been previously amended in Amendment Number Forty-Two, effective February 20, 2020 to make changes necessary to (a) reflect a modification to

the scope of the Acceptance Testing Plan (ATP) for a cost decrease in the amount of \$6,512,264; (b) in consideration of the modified ATP scope; (c) reduce certain Pre-Installation Acceptance Testing for a cost decrease in the amount of \$245,663; (d) extend the Bridge Warranty certain Early Deployment/Specified Equipment purchased and deployed under previously approved Amendments to bridge the warranty gap for this equipment until December 31, 2020, for a cost increase in the amount of \$312,897; (e) revise Exhibit C.16 (LMR Mitigation Monitoring and Reporting Plan [MMRP]) to reflect collective amounts for LMR Monitoring, Surveys, and Reporting Tasks and LMR Contingency Tasks, which is cost neutral; (f) decrease the Maximum Contract Sum by \$6,445,029 from \$296,526,664 to \$290,081,635 when taking aforementioned actions and costs into consideration; and (g) make other certain changes as set forth in Amendment No. 42.

The Agreement has been previously amended in Amendment Number Forty-Three, effective \_\_\_\_\_, 2020 to make changes necessary to (a) reflect a reconciliation of certain equipment which results in a cost decrease in the amount of \$50,313 (b) incorporate certain LMR Change Order Modifications as further described in this Amendment No. 43 that results in a cost increase in the amount of \$185,344; (c) increase the Maximum Contract Sum by \$135,031 from \$290,081,635 to \$290,216,666 when taking aforementioned actions and costs into consideration; and (d) make other certain changes as set forth in Amendment No. 43.

The Authority and Contractor desire to further amend the Agreement to make changes necessary to (a) reflect a reconciliation related to certain LMR Change Order Modifications as further described in this Amendment No. 44 which results in a cost increase in the amount of \$2,609 (b) increase the Maximum Contract Sum by \$2,609 from \$290,216,666 to \$290,219,275 when taking aforementioned actions and costs into consideration; and (c) make other certain changes as set forth in this Amendment No. 44.

This Amendment No. 44 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. 44, 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. 44 refer to sections of the Base Document, as amended by this Amendment No. 44.
2. LMR Change Order Modifications Reconciliation. The parties agree and acknowledge to reconcile certain Change Order Modification Work in particular to include tax for a net increase in the amount of \$2,609 as set forth in Exhibit C.17 (LMR Change Order Modifications) and in the table in this Section 2, in exchange

for the amounts set forth in Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments).

Item No.	Site ID	COR No.	Description	Amount
2.1	RIH	MSI-6017	Addition of Microwave Link Tax	\$397
2.2	SPH	MSI-6016	Addition of Microwave Link Tax	\$1,301
2.3	UNIV	MSI-6015	Addition of Microwave Link Tax	\$911
<b>TOTAL AMOUNT:</b>				<b>\$2,609</b>

3. Amendments to the Base Document.

3.1 Section 8.1 (Maximum Contract Sum and Contract Sum – General), in particular 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 Two Hundred Ninety Million, Two Hundred Nineteen Thousand, Two Hundred Seventy-Five Dollars (\$290,219,275) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

3.2 Section 24.4 (Limitation of Liability), in particular Section 24.4.1 of the Base Document, is deleted in its entirety and replaced with the following:

24.4.1 Except for liability resulting from personal injury, harm to tangible property, or wrongful death, Contractor's total liability to the Authority, whether for breach of contract, warranty, negligence, or strict liability in tort, will be limited in the aggregate to direct damages no greater than Two Hundred Eighty-Three Million, One Hundred Twenty Thousand, Nine Hundred Twelve Dollars (\$283,120,912). Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

4. Amendments to Agreement Exhibits.

4.1 Exhibit C.1 (LMR System Payment Summary) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (LMR System Payment Summary), which is attached to this Amendment No. 44 and incorporated herein by this reference. Exhibit C.1 (LMR System Payment Summary) is revised to reflect the payment revisions contemplated in this Amendment No. 44.

4.2 Exhibit C.17 (LMR Change Order Modifications) to Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.17 (LMR

Change Order Modifications), attached to this Amendment No. 44, which is incorporated herein by this reference.

5. This Amendment No. 44 shall become effective as of the date identified in the recitals, which is the date upon which:
  - 5.1 An authorized agent of Contractor has executed this Amendment No. 44;
  - 5.2 Los Angeles County Counsel has approved this Amendment No. 44 as to form;
  - 5.3 The Board of Directors of the Authority has authorized the Executive Director of the Authority, if required, to execute this Amendment No. 44; and
  - 5.4 The Executive Director of the Authority has executed this Amendment No. 44.
6. Except as expressly provided in this Amendment No. 44, all other terms and conditions of the Agreement shall remain the same and in full force and effect.
7. Contractor and the person executing this Amendment No. 44 on behalf of Contractor represent and warrant that the person executing this Amendment No. 44 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term and condition of this Amendment No. 44, and that all requirements of Contractor to provide such actual authority have been fulfilled.
8. This Amendment No. 44 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 FORTY-FOUR  
TO AGREEMENT NO. LA-RICS 007  
FOR  
LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM  
LAND MOBILE RADIO SYSTEM**

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 44 to be executed on their behalf by their duly authorized representatives, effective as of the date first set forth above.

LOS ANGELES REGIONAL  
INTEROPERABLE COMMUNICATIONS  
SYSTEM AUTHORITY

MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Scott Edson  
Executive Director

Arturs A. Vanags  
Motorola Project Director

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

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_

Truc L. Moore  
Principal Deputy County Counsel

EXHIBIT C.1 - SCHEDULE OF PAYMENTS LMR SYSTEM PAYMENT SUMMARY				
Summary	Unilateral Option Sum	Contract Sum - Full Payable Amount	10% Holdback Amount	Payment Minus 10% Holdback Amount
Phase 1 <sup>(Note 1)</sup>	\$ -	\$ 42,322,029	\$ 3,124,069	\$ 39,197,960
Phase 2	\$ -	\$ 43,692,747	\$ 4,259,884	\$ 39,432,862
Phase 3	\$ -	\$ 60,585,857	\$ 4,654,988	\$ 55,930,869
Phase 4	\$ -	\$ 21,653,892	\$ 2,102,017	\$ 19,551,875
<b>SUBTOTAL (Phases 1 to 4):</b>	<b>\$ -</b>	<b>\$ 168,254,525</b>	<b>\$ 14,140,959</b>	<b>\$ 154,113,565</b>
Phase 5 (15 Years)	\$ 55,898,518	\$ -	\$ -	\$ 55,898,518
<b>TOTAL (Phases 1 to 5):</b>	<b>\$ 55,898,518</b>	<b>\$ 168,254,525</b>	<b>\$ 14,140,959</b>	<b>\$ 210,012,084</b>
Bounded Area Coverage Additive Alternate <sup>(Note 1)</sup>	\$ 19,109,375	\$ -	\$ 1,910,937	\$ 17,198,437
Mandatory Building Coverage Additive Alternate	\$ 29,828,448	\$ -	\$ 2,982,845	\$ 26,845,603
Metrorail Coverage Additive Alternate	\$ 4,792,260	\$ -	\$ 479,226	\$ 4,313,034
LMR System Maintenance for Additive Alternates	\$ 19,620,355	\$ -	\$ 1,962,036	\$ 17,658,320
Source Code Software Escrow	\$ 1,304,000	\$ -	\$ 130,400	\$ 1,173,600
LMR Mitigation Monitoring and Reporting Plan		\$ 2,912,356	\$ -	\$ 2,912,356
LMR Change Order Modifications		\$ 739,956	\$ 73,996	\$ 665,960
Multiprotocol Label Switching Mobile Backhaul		\$ 2,200,000	\$ 220,000	\$ 1,980,000
Channel 15 and Channel 16 Interference Mitigation		\$ 803,207		\$ 803,207
LMR Bridge Warranty		\$ 1,391,230		\$ 1,391,230
<b>SUBTOTAL</b>	<b>\$ 130,552,956</b>	<b>\$ 176,301,274</b>	<b>\$ 21,900,399</b>	<b>\$ 282,041,475</b>
<b>TOTAL CONTRACT SUM:</b>	<b>\$176,301,274</b>			
<b>LMR Discounts <sup>(Note 2)</sup></b>	<b>-\$16,634,955</b>			
<b>MAXIMUM CONTRACT SUM (Total Unilateral Option Sum plus Total Contract Sum):</b>	<b>\$290,219,275</b>			

Note 1: The cost for the Project Descriptions for the Bounded Area Coverage only are reflected in Exhibit C.2 (Phase 1 - System Design) as amended and restated in Amendment No. 2., and included (\$173,110) in Phase 1 Contract Sum - Full Payable Amount. The balance of the remaining Unilateral Option Sum for Bounded Area

Note 2: The total remaining balance of the LMR Discounts applied to the Max Contract Sum will be utilized at the discretion of the Authority.



**SCHEDULE OF PAYMENTS**  
**EXHIBIT C.17 - LMR CHANGE ORDER MODIFICATIONS**

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
<b>Amendment No. 28</b>					
MSI 003 Revised	OLI	MSI-003 OLI Tower Mapping (Revised)	\$ -	\$ -	\$ -
MSI-007	LDWP243	MSI-007 LDWP243 Additional Structural Analysis for Coverage Enhancement	\$ 2,200	\$ 220	\$ 1,980
MSI-008	LMR	MSI-008 Station B Reprogramming of 700 MHz DTVRS Stations	\$ 9,912	\$ 991	\$ 8,921
MSI-009	AGH	MSI-009 AGH SCE Engineering Fee Reimbursement	\$ 5,634	\$ 563	\$ 5,071
<del>MSI-012</del>	<del>LMR</del>	<del>MSI-012 Site 3D Models per Authority Request BJM, DPK, TWR</del>	<del>\$ -</del>	<del>\$ -</del>	<del>\$ -</del>
MSI-015	BUR1	MSI-015 BUR1 SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
MSI-016	BMT	MSI-016 BMT SCE Engineering Fee	\$ 592	\$ 59	\$ 533
MSI-017	MML	MSI-017 MML SCE Engineering Fee	\$ 3,308	\$ 331	\$ 2,977
<b>Amendment No. 28 Subtotal</b>			<b>\$ 24,953</b>	<b>\$ 2,495</b>	<b>\$ 22,458</b>
<b>Amendment No. 29</b>					
MSI-030	APC	MSI-030 Saturday Labor and Crane Cost	\$ 2,405	\$ 241	\$ 2,165
MSI-020R	BKK	MSI-020R Tower Mapping and Painting	\$ 26,225	\$ 2,623	\$ 23,603
MSI-024	BKK	MSI-024 Dispersive Wave Testing	\$ 5,426	\$ 543	\$ 4,883
MSI-1208	POM	MSI-LMR1208 ACM and LCP Testing Services	\$ 4,400	\$ 440	\$ 3,960
<b>Amendment No. 29 Subtotal</b>			<b>\$ 38,456</b>	<b>\$ 3,846</b>	<b>\$ 34,610</b>
<b>Amendment No. 30</b>					
MSI-1205	MVS	MSI-1205 MVS LCP Testing Services	\$ 4,195	\$ 420	\$ 3,776
<b>Amendment No. 30 Subtotal</b>			<b>\$ 4,195</b>	<b>\$ 420</b>	<b>\$ 3,776</b>
<b>Amendment No. 31</b>					
MSI-1265	ONK	MSI-1265 Environmental Testing ACM and LPC Services	\$ 3,633	\$ 363	\$ 3,270
MSI-1206	CCT	MSI-1206 HVAC Condenser Pad Modification	\$ 9,745	\$ 975	\$ 8,771
MSI-1321	AGH	MSI-1321 Additional Title, Survey, Research	\$ 2,100	\$ 210	\$ 1,890
MSI-1267R	LARICSHQ	MSI-1267R Environmental Testing ACM and LPC Services	\$ 4,095	\$ 410	\$ 3,686
<b>Amendment No. 31 Subtotal</b>			<b>\$ 19,573</b>	<b>\$ 1,957</b>	<b>\$ 17,616</b>
<b>Amendment No. 33</b>					
MSI-1528	MLM	MSI-1528 MLM Tower Light	\$ 17,490	\$ 1,749	\$ 15,741
<b>Amendment No. 33 Subtotal</b>			<b>\$ 17,490</b>	<b>\$ 1,749</b>	<b>\$ 15,741</b>
<b>Amendment No. 34</b>					
MSI-1447	AGH	MSI-1477 AGH Additional Electrical Work	\$ 84,503	\$ 8,450	\$ 76,053
MSI-1435	HPK	MSI-1435 HPK Power Conduit Outside Compound	\$ 6,241	\$ 624	\$ 5,617
<b>Amendment No. 34 Subtotal</b>			<b>\$ 90,744</b>	<b>\$ 9,074</b>	<b>\$ 81,670</b>
<b>Amendment No. 35</b>					
MSI-5002	SDW	MSI-5002 SDW Waveguide Bridge Installation	\$ 13,115	\$ 1,312	\$ 11,804
<b>Amendment No. 35 Subtotal</b>			<b>\$ 13,115</b>	<b>\$ 1,312</b>	<b>\$ 11,804</b>
<b>Amendment No. 36</b>					
MSI-5003	BJM	MSI-5003 BJM Tower Mapping Services	\$ 4,952	\$ 495	\$ 4,457
<b>Amendment No. 36 Subtotal</b>			<b>\$ 4,952</b>	<b>\$ 495</b>	<b>\$ 4,457</b>
<b>Amendment No. 37</b>					
MSI-5010	CRN	CRN Lead Paint Abatement and Consulting Services	\$ 3,754	\$ 375	\$ 3,379
MSI-5008	CRN	CRN Siren	\$ 10,113	\$ 1,011	\$ 9,102
MSI-5015	CRN	CRN Permanent Fence	\$ 5,043	\$ 504	\$ 4,539
MSI-1209R	FCCF	FCCF Receptacle Light Installation	\$ 12,336	\$ 1,234	\$ 11,102

Change Order Number	Site ID	Item/Category	Contract Sum - Payable Amount	10% Holdback Amount	Payable Amount Less 10% Holdback Amount
MSI-5031	HPK	HPK SCE Trenching	\$ 12,623	\$ 1,262	\$ 11,361
MSI-UNI-002	MMC	MMC Concrete Under Asphalt	\$ 9,765	\$ 977	\$ 8,789
MSI-UNI-003	MMC	MMC Electrical Power Conduits	\$ 2,703	\$ 270	\$ 2,433
<b>Amendment No. 37 Subtotal</b>			<b>\$ 56,337</b>	<b>\$ 5,634</b>	<b>\$ 50,703</b>
<b>Amendment No. 38</b>					
MSI-5017	PMT	PMT 2nd GeoTechnical Engineering Services	\$ 23,626	\$ 2,363	\$ 21,263
MSI-5030	UCLA	UCLA ACM and LCP Testing Services	\$ 4,725	\$ 473	\$ 4,253
MSI-UNI-004	FCCF	FCCF Relocated Prime Site Equipment		\$ -	\$ -
MSI-5038	SGH	SGH Barrel Tile Roof	\$ 6,843	\$ 684	\$ 6,159
MSI-5021	SGH	SGH NB CX Stand Down Costs	\$ 7,652	\$ 765	\$ 6,887
MSI-5046	DPW38	DPW38 LCP Testing	\$ 2,363	\$ 236	\$ 2,127
MSI-5043	VPK	VPK Tower Foundation	\$ 34,102	\$ 3,410	\$ 30,692
MSI-5006	VPK	VPK Power Run	\$ 50,027	\$ 5,003	\$ 45,024
MSI-UNI-005	VPK	VPK Retaining Wall Credit	\$ (68,141)	\$ (6,814)	\$ (61,327)
MSI-UNI-006	LACFDEL	LACFDEL Reuse of Existing Shelter	\$ (121,819)	\$ (12,182)	\$ (109,637)
MSI-5024	MIR	MIR Additional Topography	\$ 2,205	\$ 221	\$ 1,985
MSI-5061	MDI	MDI 2nd GeoTechnical Engineering Services	\$ 7,588	\$ 759	\$ 6,829
MSI-5028	MDI	MDI Underground Utility Locator	\$ 756	\$ 76	\$ 680
MSI-5029	MDI	MDI Addition Topo Survey	\$ 2,100	\$ 210	\$ 1,890
MSI-5050	WWY	WWY Native American Monitoring	\$ 580	\$ 58	\$ 522
<b>Amendment No. 38 Subtotal</b>			<b>\$ (47,393)</b>	<b>\$ (4,739)</b>	<b>\$ (42,654)</b>
<b>Amendment No. 39</b>					
MSI-5073	AGH	AGH Encroachment Permit Fee	\$ 4,807	\$ 481	\$ 4,326
MSI-5045	CCB	CCB Abatement and Remediation Work	\$ 13,125	\$ 1,313	\$ 11,813
MSI-5076	LACFDEL	LACFDEL New Phase 1 Work_Rev.1	\$ 43,271	\$ 4,327	\$ 38,944
MSI-5068	SPH	SPH Lease Exhibit Option_Rev.1	\$ 1,065	\$ 107	\$ 959
MSI-5063	UNIV	UNIV Recuperation of Cost for Day Tank for Cancelled Site	\$ 11,338	\$ 1,134	\$ 10,204
<b>Amendment No. 39 Subtotal</b>			<b>\$ 73,606</b>	<b>\$ 7,361</b>	<b>\$ 66,245</b>
<b>Amendment No. 41</b>					
MSI-5071	RIH	Location Change	\$ 37,705	\$ 3,771	\$ 33,935
MSI-5070	UNIV	New Phase 1 Work	\$ 51,024	\$ 5,102	\$ 45,922
MSI-5069	RPV1	New Phase 1 Work	\$ 54,696	\$ 5,470	\$ 49,226
MSI-5042	INDWT	Request for Road Repairs	\$ 14,425	\$ 1,443	\$ 12,983
MSI-5067	RHT	ACM/LCP Testing and Monitoring	\$ 1,697	\$ 170	\$ 1,527
MSI-5066	SPH	RF Engineering Coverage Assessment/Maps	\$ 12,672	\$ 1,267	\$ 11,405
MSI-5072	LMR	Addition of Microwave Link from BHS to SPH	\$ 22,740	\$ 2,274	\$ 20,466
MSI-5078	CPK	Additional Ice Bridge	\$ 1,975	\$ 198	\$ 1,778
MSI-5081	LMR	LARTCS VHF Frequency Changes	\$ 48,041	\$ 4,804	\$ 43,237
MSI-5087	MTL2	Road Repair Design	\$ 11,000	\$ 1,100	\$ 9,900
<b>Amendment No. 41 Subtotal</b>			<b>\$ 255,975</b>	<b>\$ 25,598</b>	<b>\$ 230,378</b>
<b>Amendment No. 43 and Amendment No. 44</b>					
MSI-6017	RIH	Addition of Microwave Link	\$ 51,604	\$ 5,160	\$ 46,444
MSI-6016	SPH	Addition of Microwave Link	\$ 61,638	\$ 6,164	\$ 55,474
MSI-6015	UNIV	Addition of Microwave Link	\$ 74,711	\$ 7,471	\$ 67,240
<b>Amendment No. 43 and Amendment No. 44 Subtotal</b>			<b>\$ 187,953</b>	<b>\$ 18,795</b>	<b>\$ 169,158</b>
<b>TOTAL FOR ALL LMR CHANGE ORDER MODIFICATIONS</b>			<b>\$ 739,956</b>	<b>\$ 73,996</b>	<b>\$ 665,960</b>

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



## 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>

SCOTT EDSON  
EXECUTIVE DIRECTOR

March 25, 2020

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

Dear Directors:

### **APPROVE AN INCREASE TO THE BUDGET FOR ONE (1) TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION PROJECT**

#### **SUBJECT**

The Authority is seeking Board approval to increase the project budget and delegate authority to the Executive Director to award the resulting contract and issue notices to proceed within this project budget for one (1) Telecommunication Facility Construction and Installation site for a total increased amount of \$151,000 to account for costs resulting from unforeseen conditions at this site due to rocky and dense soil conditions and tight site conditions requiring removal of lattice towers and use of different equipment.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Find the work and cost contemplated in this recommended action at the Irwindale Police Department (IRWDPD) site, are within the scope of the activities your Board previously found categorically exempt from review on January 24, 2019, under the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline section 15332, for the reasons set forth in this Board Letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.
2. Increase the project budget by \$151,000 to a new total of \$563,000 for one (1) LA-RICS Telecommunication Facility Construction and Installation site, Irwindale Police Department (IRWDPD), and delegate authority to the Executive Director to award a contract and issue notices to proceed for that amount.

**AGENDA ITEM B**

**BACKGROUND**

As your Board is aware, the National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology Opportunities Program (BTOP) grant funding. In connection with this approval, on November 1, 2018, your Board authorized the Executive Director to procure construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. On August 1, 2019, among other things, your Board approved the list of six (6) prequalified Bidders as well as the adoption, advertisement, and resultant award of contracts for construction and installation work at seven (7) PSBN Round 2 sites with a previous total aggregate not to exceed amount of \$2,501,000.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions contemplated in this Board Letter will authorize the Executive Director to increase the project budget for one (1) PSBN Round 2 site (IRWDPD) for a total amount of \$151,000 to \$563,000.

On August 1, 2019, your Board authorized a project budget of \$412,000 for the IRWDPD site. On March 9, 2020, Public Works issued an Invitation for Bid (IFB) for the IRWDPD site on behalf of the Authority. Bids for IRWDPD are due on March 25, 2020. Due to unforeseen conditions at this site, the Authority requests an increase to the project budget for this site as reflected in the table below for the reasons stated in this Board Letter.

<b>SITE</b>	<b>BID AMOUNT</b>	<b>PREVIOUSLY AUTHORIZED PROJECT BUDGET</b>	<b>DELTA</b>	<b>NEW PROJECT BUDGET</b>
IRWDPD	TBD	\$412,000	\$151,000	\$563,000

It is necessary to request an increase for the project budget at the IRWDPD site because several issues arose that were not known at the time the original cost estimates were developed. First, the geotechnical engineers discovered that the soil conditions for the foundation is extremely rocky and very dense, making drilling very difficult and complicated. Additionally, the site dimensions are tight due to surrounding walls, monuments, and parking. Further, the City of Irwindale recently installed decorative concrete and other features in the public plaza adjacent to the site and was adamant that it remained undisturbed during the construction process. In order to prevent damage to the concrete, the resultant Contractor's crane will be placed further away from the site, necessitating a larger crane and increased costs. Finally, the spatial constraints at the site required the Authority to remove the existing lattice tower because it is not able to withstand the additional structural load required by LA-RICS' installation and the space it occupies is needed for the generator and fuel tank.

In light of this information, your Board's approval is requested to authorize an increase to the project budget at the IRWDPD site which would authorize the Executive Director to execute a construction contract and issue notices to proceed for the same.

### **FISCAL IMPACT/FINANCING**

The requested increased amount of \$151,000 for the construction at IRWDPD will be fully funded by the BTOP grant and is within the existing budget.

### **ENVIRONMENTAL DOCUMENTATION**

As the CEQA lead agency, the Authority previously determined on January 24, 2019 and again on August 1, 2019, respectively, the design, construction, implementation, operation, and maintenance of the IRWDPD site at which PSBN Round 2 infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15332.

This site is exempt pursuant to CEQA Guideline section 15332. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communication equipment proposed at the site qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrated that none of the activities proposed at the site triggers any applicable exception to this categorical exemption. (Guidelines § 15300.2.)

At this site, the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, there are no cumulative impact of successive projects of the same type in the same place, over time to be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project at the site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the site is not included on any list compiled pursuant to Section 65962.5 of the Government Code; and the project at the site would not cause a substantial adverse change in the significance of a historical resource.

Upon the Board's approval of the recommended action, the Authority will file a Notice of Exemption with the County Clerk for the adoption, advertisement, and award of LA-RICS Telecommunication Facility Construction and Installation work at the IRWDPD site pursuant to Section 21152(b) of the California Public Resources Code and Section 15062 of the State CEQA Guidelines.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENT**

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

**CONCLUSION**

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

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cc: Counsel to the Authority



## 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>

SCOTT EDSON  
EXECUTIVE DIRECTOR

March 25, 2020

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

Dear Directors:

### **ADOPT, ADVERTISE, AND AWARD TELECOMMUNICATION FACILITY CONSTRUCTION AND INSTALLATION WORK AT THREE (3) LA-RICS SITES AND APPROVE PROJECT BUDGETS**

#### **SUBJECT**

The Authority is seeking Board approval for the adoption, advertising and award of construction and installation work to be performed at three (3) LA-RICS Public Broadband Safety Network (PSBN) Round 2 sites. Your approval will result in the adoption of plans and specifications for the respective sites, advertisement of bids for construction of the respective sites, and delegation of authority to the Executive Director to execute construction contracts for the proposed sites in accordance with each of the sites project budgets identified herein, for an aggregate not to exceed amount of \$2,305,442.

#### **RECOMMENDED ACTIONS**

It is recommended that your Board:

1. Make the following finding:
  - a. Find the adoption, advertising and award of construction, implantation, and installation work at the PSBN2 sites Burnt Peak 2 (BUR2), Cerro Negro 2 (CRN2), and Los Angeles County Fire Department Del Valle 2 (LACFDEL2) as identified in Enclosure 1, are within the scope of the activities authorized at these sites which your Board found categorically exempt from review under the California Environmental Quality Act (CEQA) in prior Board actions on January 24, 2019, October 3, 2019, and on January 15, 2020, pursuant to 14

**AGENDA ITEM C**

Cal. Code Regs. ("CEQA Guidelines") sections § § 15301, 15303, 15304, and/or 15332 for the reasons set forth in this letter and as noted in the record of the project, and the determination that these activities are exempt from CEQA remains unchanged.

2. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the BUR2 site as follows:
  - a. Approve an estimated total project budget of \$1,570,381.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the BUR2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the apparent lowest responsive and responsible Bidder, if the low bid can be awarded within the approved total project budget for the BUR2 site.
3. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the CRN2 site as follows:
  - a. Approve an estimated total project budget of \$368,668.
  - b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the CRN2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the CRN2 site.
4. Approve the proposed LA-RICS Telecommunication Facility Construction and Installation work for the LACFDEL2 site as follows:
  - a. Approve an estimated total project budget of \$366,392.



- b. Adopt plans and specifications that are on file with the LA-RICS Authority for the construction of the LACFDEL2 site.
  - c. Authorize the advertisement of the project for bids to be received and opened in accordance with the Instruction Sheet for Publishing Legal Advertisements.
  - d. Authorize the Executive Director to award and execute a construction contract, in the form previously approved by Counsel to the Authority, to the lowest responsive and responsible Bidder if the low bid can be awarded within the approved total project budget for the LACFDEL2 site.
5. As it relates to Recommended Items 2-4, delegate authority to the Executive Director:
- a. To make the determination that a bid is nonresponsive and to reject a bid on that basis.
  - b. To waive inconsequential and non-material deficiencies in bids submitted.
  - c. To determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible Bidder has timely prepared a satisfactory baseline construction schedule and satisfied all the conditions for contract award.
  - d. To take all other actions necessary and appropriate to deliver the projects.
6. Delegate authority to the Executive Director for all the construction contracts resulting from these actions to:
- a. Approve and process amendments for changes in work at each project site, provided they are approved as to form by Counsel to the Authority, up to the maximum amount of \$25,000, plus 5% of the amount of the original contract amount in excess of \$250,000 per site. The Executive Director will report back to your Board monthly regarding what Amendments, if any, were approved and executed by the Executive Director in the prior month.
  - b. Authorize the issuance of one or more Notices to Proceed for the proposed work for each respective contract.

## **BACKGROUND**

The National Telecommunications and Information Administration (NTIA) approved the expansion of the PSBN (also known as PSBN Round 2) utilizing Broadband Technology

Opportunities Program (BTOP) grant funding. In connection with this approval, the Authority enlisted the assistance of Los Angeles County Department of Public Works (Public Works) to issue a Request for Proposals (RFP) for engineering design and construction drawings services relating to the buildout of PSBN Round 2 sites.

On October 4, 2018, your Board authorized the Executive Director to award a contract to David Evans and Associates, Inc. for engineering design and construction drawing services for the PSBN Round 2 sites.

On November 1, 2018, your Board authorized the Executive Director to further enlist the assistance of Public Works for the procurement of construction services to expand the PSBN pursuant to a request for statement of qualifications (RFSQ) process. This RFSQ resulted in a list of prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders, as well as the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at seven (7) PSBN Round 2 sites for a total aggregate not to exceed amount of \$2,501,000.

On October 3 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at six (6) PSBN Round 2 sites for a total aggregate not to exceed amount of \$2,244,000.

On December 5, 2019, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at five (5) PSBN Round 2 sites for a total aggregate not to exceed amount of \$1,708,990.

On February 6, 2020, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation of work to be performed at two (2) PSBN Round 2 sites for a total aggregate not to exceed amount of \$763,420.

On March 5, 2020, your Board approved the adoption, advertisement, and resultant award of contracts for construction and installation of work to be performed at one (1) PSBN Round 2 contingency site for a not to exceed amount of \$381,710.

The recommended actions contemplated in this Board Letter seek your Board's approval to proceed with the adoption, advertisement, and resultant award of contracts for construction and installation work to be performed at three (3) additional PSBN Round 2 sites.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will authorize the Executive Director to adopt, advertise and award LA-RICS Telecommunication Facility Construction and Installation work at the three (3) identified sites, adopt the respective plans and specifications, authorize the issuance of IFBs for construction, award respective contracts resulting from successful IFB solicitations, delegate certain authority to the Executive Director to carry out these actions, for a total aggregate not to exceed amount of \$2,305,442 for work at these three (3) sites.

Approval of the recommended action for the BUR2 site will allow the Authority to achieve its goal in completing the PSBN Round 2 buildout. Whereas, approval of the recommended actions related to the CRN2 and LACFDEL2 sites will provide the Authority with contingent replacement sites if one of the original twenty-six (26) sites cannot be built within the grant performance period. Having contingency sites is critical to the success of the buildout to the PSBN Round 2 sites because of the compressed construction schedule. Board approval would reduce the risk of delay should a site drop.

Conditions of the BTOP grant funding require that the PSBN Round 2 buildout be completed by the Round 2 site deployment date of June 2020. To achieve the PSBN Round 2 buildout within the grant performance period, the Authority enlisted the assistance of Public Works to issue the RFP to perform engineering design and related services, which successfully yielded an agreement and resulted in construction drawings for the additional three (3) sites contemplated in this Board Letter and detailed in the table below.

Additionally, Public Works assisted with the issuance of an RFSQ to develop a list of Prequalified Bidders to secure construction contractors on behalf of the Authority. The Authority will continue to use this same list of Prequalified Bidders previously approved by your Board.

Further, Public Works will continue to assist the Authority with the IFBs for the additional three (3) LA-RICS Telecommunication Facility and Construction Installation projects to ensure the Authority successfully builds out PSBN Round 2 within the grant performance period. Please refer to the table below for specific information regarding these sites.

Item No.	Site ID	Site Name	Site Type	Estimated Total Site Project Budget	10% Contingency for Estimated Total Project Budget (This is not for Change Orders)	Total Not to Exceed Estimated Total Project Budget Amount (Includes Contingency)
1.	BUR2	Burnt Peak 2	Colocation	\$1,427,619	\$142,762	\$1,570,381
2.	CRN2	Cerro Negro 2	Colocation	\$335,153	\$33,515	\$368,668
3.	LACFDEL2	Los Angeles County Fire Department Del Valle 2	Colocation	\$333,084	\$33,308	\$366,392
<b>TOTAL AGGREGATE NOT TO EXCEED AMOUNT:</b>						<b>\$2,305,442</b>

**CONTRACTING PROCESS**

On May 13, 2019, Public Works issued an RFSQ on behalf of the Authority to develop a list of Prequalified Bidders to bid on IFBs for the construction of the Authority's PSBN Round 2 sites. The solicitation was posted on the County's "Doing Business with Us" website, on the Public Works website, and on the LA-RICS website. The notice was also sent electronically to approximately 65 vendors and was advertised in certain local news publications.

On May 30, 2019, a Bidder's Conference was held and on June 10, 2019, six (6) Statements of Qualifications (SOQs) were submitted in response to the RFSQ. Each SOQ was reviewed for compliance with the minimum qualifications set forth in the RFSQ. After a careful review, all six (6) SOQs were determined to meet the minimum qualifications as well as the overall RFSQ qualification threshold of 60% of the maximum 130 points.

On June 27, 2019, the Bidders were notified of their qualification as a Prequalified Bidder and the initial list of Prequalified Bidders was established and is now being brought to your board. Advertising for the construction bids (IFBs) will be to the list of Prequalified Bidders.

On August 1, 2019, your Board approved the list of six (6) prequalified Bidders.

**FISCAL IMPACT/FINANCING**

The total aggregate not to exceed amount of \$2,305,442 for the construction of three (3) additional LA-RICS Telecommunication Facility Construction and Installation projects contemplated in the recommended actions will be fully funded by the BTOP grant.

**ENVIRONMENTAL DOCUMENTATION**

Approval of the design, construction, implementation, operation, and maintenance of the BUR2, CRN2, and LACFDEL2 sites at which PSBN infrastructure may be installed is

exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304, and/or 15332.

#### BUR2 Site

Approval of the design, construction, implementation, operation, and maintenance of the BUR2 site at which PSBN infrastructure may be installed is exempt from review under CEQA pursuant to 14 Cal. Code Regs. ("CEQA Guidelines") §§ 15301, 15303, 15304, and/or 15332, as previously found by the Board on January 24, 2019. This determination is based on a detailed analysis, available in the Authority's files, which demonstrates that the communication equipment proposed at this site (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use (Guidelines § 15301); (2) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); (3) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304); and/or (4) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, at this site which is exempt pursuant to CEQA Guidelines sections 15303 and 15304, the project would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, this site does not have the cumulative impact of successive projects of the same type in the same place, over time be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; this site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; this site is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and this site would not cause a substantial adverse change in the significance of a historical resource.

#### CRN2 Site

The CRN2 site is exempt from review under CEQA pursuant to CEQA Guidelines Sections §§ 15301, 15303, and 15304, as previously found by the Board on October 3, 2019. This determination was based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at this site (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or

minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (CEQA Guidelines § 15301); (2) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (CEQA Guidelines § 15303); and (3) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (CEQA Guidelines § 15304). The analysis also demonstrates that none of the activities proposed at this site trigger any applicable exception to the identified categorical exemption(s) (CEQA Guidelines §15300.2).

#### LACFDEL2 Site

With respect to the LACFDEL2 site, this site is exempt from review under CEQA pursuant to CEQA Guidelines §§ 15301, 15303 and 15304, as previously found by the Board on January 15, 2020. This determination was based on a detailed analysis of the site, available in the Authority's files, which demonstrates that the communications equipment and infrastructure proposed at this site (1) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use (Guidelines § 15301); (2) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and/or the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure (Guidelines § 15303); and (3) consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees (Guidelines § 15304). The analysis also demonstrates that none of the activities proposed at this site triggers any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2).

Specifically, the PSBN2 System work at this site would not impact any environmental resources of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies. Further, the cumulative impact of successive projects of the same type in the same place over time would not be significant; there is no reasonable possibility that the PSBN2 System work at this site will have a significant effect on the environment due to unusual circumstances; the PSBN2 System work at this site would not result in damage to scenic resources within a highway officially designated as a state scenic highway; the LACFDEL2 site is not located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and PSBN2 System work at this site would not cause a substantial adverse change in significance of a historical resource.

Upon your Board's approval of the recommended actions, the Authority will file a Notice of Exemption for the BUR2, CRN2, and LACFDEL2 sites with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

**FACTS AND PROVISIONS/LEGAL REQUIREMENT**

Counsel to the Authority has reviewed the recommended actions and has approved as to form.

**CONCLUSION**

Upon the Board's approval of the recommended actions, the Executive Director will have delegated authority to proceed in a manner described in the recommended actions.

Respectfully submitted,



SCOTT EDSON  
EXECUTIVE DIRECTOR

JA

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Enclosure

cc: Counsel to the Authority

**LIST OF PSBN ROUND 2 SITES  
FOR THE  
LA-RICS AUTHORITY TELECOMMUNICATION FACILITY  
CONSTRUCTION AND INSTALLATION PROJECTS**

<b>Item</b>	<b>Site ID</b>	<b>Site Name</b>	<b>Site Address</b>
1	BUR2	Burnt Peak 2	Forest Service Road (7N23A) Lake Hughes, CA 93532
2	CRN2	Cerro Negro 2	1542 Sugar Loaf Drive La Canada Flintridge, CA 91011
3	LACFDEL2	Los Angeles Fire Department Del Valle 2	28101 Chiquito Canyon Road Castaic, CA 91384