

AGENDA

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY

BOARD OF DIRECTORS SPECIAL MEETING

Thursday, May 7, 2020 • 9:00 a.m. **Teleconference Special Meeting***

Meeting Call-in Number for Board Members and Public:

(562) 526-3800

Access Code: 992 487 094

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

AGENDA POSTED: May 6, 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.

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.

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 -NONE
- VII. DISCUSSION ITEMS NONE
- VIII. ADMINISTRATIVE MATTER (A)
 - A. APPROVE AMENDMENT NO. 43 TO AGREEMENT NO. LA-RICS 008 FOR LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK SYSTEM

It is recommended that your Board:

- 1. Make the following findings with respect to Amendment No. 43:
 - a. Find that the approval of Amendment No. 43 to reconcile PSBN Components at PSBN site CLRMPD1 is within the scope of the design, construction, implementation, operation and maintenance activities for the PSBN System previously authorized at this site, which your Board found on December 5, 2019 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.
 - b. Find that approval of Amendment No. 43 to reconcile PSBN Components at the three (3) PSBN sites of IGPD, SCEGAL and SCEMERC, and the change order work at the six (6) USFS sites of BUR2, LPC2, MML2, PRG2, WMP2 and WTR2, is within the scope of the design, construction, implementation, operation and maintenance activities for the PSBN System previously authorized at these sites, which your Board found on January 24, 2019 categorically exempt from the California Environmental



Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.

- Approve Amendment No. 43 (Enclosure) to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola) to contemplate the following:
 - a. Reconcile certain PSBN Components at four (4) sites resulting in a cost decrease in the amount of \$2,797.
 - b. Reflect the inclusion of certain Change Orders as further described in this Board Letter for additional work scope at six (6) United States Forest Services (USFS) sites for a cost increase in the amount of \$411,914.
- 3. Authorize an increase to the Maximum Contract Sum in the amount of \$409,117 from \$137,920,789 to \$138,329,906 when taking the recommended actions into consideration.
- 4. Delegate authority to the Executive Director to execute Amendment No. 43, in substantially similar form, to the enclosed Amendment (Enclosure).
- 5. Allow for the issuance of one or more Notices to Proceed for the work contemplated in Amendment No. 43.
- 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, June 4, 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 <u>as soon as possible</u>. (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

May 7, 2020

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

Dear Directors:

APPROVE AMENDMENT NO. 43 TO 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 Amendment No. 43 to Agreement No. LA-RICS 008 (Agreement) for the Public Safety Broadband Network (PSBN) to reconcile certain PSBN Components at the four PSBN (4) sites of Inglewood Police Department (IGPD), Claremont Police Department (CLMTPD1), SCE Gallatin Substation (SCEGAL) and SCE Merced Substation (SCEMERC), and for additional work scope at six (6) United States Forest Services (USFS) sites of Burnt Peak (BUR2), Loop Canyon (LPC2), Magic Mountain Link (MML2), Portal Ridge (PRG2), Whitaker Middle Peak (WMP2) and Whitaker Ridge (WTR2), resulting in an not to exceed increase of \$409,117.

RECOMMENDED ACTIONS

It is recommended that your Board:

- 1. Make the following findings with respect to Amendment No. 43:
 - a. Find that the approval of Amendment No. 43 to reconcile PSBN Components at PSBN site CLRMPD1 is within the scope of the design, construction, implementation, operation and maintenance activities for the PSBN System previously authorized at this site, which your Board found on December 5, 2019 categorically exempt from the California Environmental Quality Act

(CEQA) pursuant to 14 Cal. Code Regs. §§ 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.

- b. Find that approval of Amendment No. 43 to reconcile PSBN Components at the three (3) PSBN sites of IGPD, SCEGAL and SCEMERC, and the change order work at the six (6) USFS sites of BUR2, LPC2, MML2, PRG2, WMP2 and WTR2, is within the scope of the design, construction, implementation, operation and maintenance activities for the PSBN System previously authorized at these sites, which your Board found on January 24, 2019 categorically exempt from the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. §§ 15301, 15303, 15304, and/or 15332, and the determination that these activities are exempt from CEQA remains unchanged.
- 2. Approve Amendment No. 43 (Enclosure) to Agreement No. LA-RICS 008 for the PSBN with Motorola Solutions, Inc. (Motorola) to contemplate the following:
 - a. Reconcile certain PSBN Components at four (4) sites resulting in a cost decrease in the amount of \$2,797.
 - b. Reflect the inclusion of certain Change Orders as further described in this Board Letter for additional work scope at six (6) United States Forest Services (USFS) sites for a cost increase not to exceed \$411,914.
- 3. Authorize an increase to the Maximum Contract Sum for an amount not to exceed \$409,117 from \$137,920,789 to \$138,329,906 when taking the recommended actions into consideration.
- 4. Delegate authority to the Executive Director to execute Amendment No. 43, in substantially similar form, to the enclosed Amendment (Enclosure).
- 5. Allow for the issuance of one or more Notices to Proceed for the work contemplated in Amendment No. 43.

BACKGROUND

As your Board is aware, the Authority has been approved by the National Telecommunications and Information Administration (NTIA) to expand the PSBN network to incorporate twenty-six (26) additional sites. In connection with this approval, your Board had previously authorized an Amendment to the PSBN Agreement with Motorola to, among other things, procure equipment for the buildout of these additional twenty-six (26) sites. Since the approval, the Authority and Motorola teams have been working together to finalize the equipment makeup, an activity that has resulted in the

recommended action before your Board today to reconcile equipment at the four (4) sites of IGPD, CLMTPD1, SCEGAL and SCEMERC.

Furthermore, the United States Forest Service (USFS) requires the PSBN equipment, work and design requirements at the six (6) PSBN Round 2 Collocation Sites of BUR2, LPC2, MML2, PRG2, WMP2 and WTR2, adhere to the same requirements as those for the Land Mobile Radio (LMR) sites. The PSBN Round 2 Collocation sites are located within the same site compound as the LMR sites located in the forest. The additional work at these sites comprise the work in the Change Orders before your Board for consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize the Executive Director to execute Amendment No. 43 to reconcile certain PSBN Components resulting in an increase to the Maximum Contract Sum that will not exceed \$409,117.

It is necessary to reconcile certain equipment such as transfer switch cabinets and antenna support structures to align with site design and USFS requirements. Moreover, approval of Change Orders contemplated in the recommended actions will allow the Authority to comply with the USFS' requirements for the PSBN Round 2 Collocation Sites. Such requirements include the sites be enclosed with CMU walls as well as gates, fence installation, conduit stub installation for future commercial power, coloration for all equipment and infrastructure, and/or antenna mounts, etc.

FISCAL IMPACT/FINANCING

The activities contemplated in Amendment No. 43 will result in an increase to the Maximum Contract Sum that will not exceed \$409,117 from \$137,920,789 to \$138,329,906 when taking the recommended actions into consideration and shall be fully reimbursed by the BTOP grant.

FACTS AND PROVISIONS/LEGAL REQUIREMENT

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

ENVIRONMENTAL DOCUMENTATION

PSBN Site CLRMPD1

For Site CLRMPD1, your Board previously found this site exempt from review under CEQA pursuant to CEQA Guideline sections 15303, 15304 and 15332. This determination was based on a detailed analysis of the site, available in the Authority's

files, which demonstrates that the communication equipment and infrastructure proposed at the site (1) 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); (2) 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 (3) qualifies as in-fill development (Guidelines § 15332). The analysis also demonstrated that none of the activities proposed at this sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, for CLRMPD1, 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, the site would not have a cumulative impact on successive projects of the same type in the same place, and over time be significant; there is no reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; the project 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 site would not cause a substantial adverse change in the significance of a historical resource.

PSBN Sites IGPD, SCEGAL, SCEMERC, BUR2, LPC2, MML2, PRG2, WMP2 and WTR2

Your Board previously found on January 24, 2019, that the approval of the design, construction, implementation, operation, and maintenance of PSBN sites IGPD, SCEGAL, SCEMERC, BUR2, LPC2, MML2, PRG2, WMP2 and WTR2 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. determination is based on a detailed analysis of each site, available in the Authority's files, which demonstrates that the communication equipment proposed at each 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 infill development (Guidelines § 15332). The analysis also demonstrates that none of the

LA-RICS Board of Directors May 7, 2020 Page 5

activities proposed at these sites trigger any applicable exception to the identified categorical exemption(s). (Guidelines § 15300.2.)

Specifically, at the sites that are 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, at none of the sites would the cumulative impact of successive projects of the same type in the same place, over time be significant; at none of the sites is there a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances; at none of the sites would the project result in damage to scenic resources within a highway officially designated as a state scenic highway; none of the sites are located on a site included on any list compiled pursuant to Section 65962.5 of the Government Code; and at none of the sites would the project cause a substantial adverse change in the significance of a historical resource.

Upon the Board's approval of the recommended actions for Amendment No. 43, the Authority will file a Notice of Exemption (NOE) for the sites referenced in this Board letter with the County Clerk in accordance with Section 15062 of the State CEQA Guidelines. LA-RICS will also comply with Executive Order (EO) N-54-20 issued by the Governor by posting these Notices of Exemption on the Authority's website https://www.larics.org/documents/environemntal-documents/ and submit all materials electronically to the State Clearinghouse CEQAnet web portal, the posting for which can be found at https://ceganet.opr.ca.gov/Search/Recent.

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

JA:rf

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Enclosure

cc: Counsel to the Authority

AMENDMENT NUMBER FORTY-THREE TO AGREEMENT NO. LA-RICS 008 FOR

LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM PUBLIC SAFETY BROADBAND NETWORK

RECITALS

This Amendment Number Forty-Three (together with all exhibits, attachments, and schedules hereto, ("Amendment No. 43") is entered into by and between the Los Angeles Regional Interoperable Communications System Authority ("Authority") and Motorola Solutions, Inc. ("Contractor"), effective as of May ______, 2020 (the date executed by the Authority), based on the following recitals:

WHEREAS, Authority and Contractor have entered into that certain Agreement No. LA-RICS 008 for Los Angeles Regional Interoperable Communications System ("<u>LA-RICS</u>") – 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").

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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

AGENDA ITEM A - ENCLOSURE

PSBN as authorized by the Authority via notices to proceed, and to make other certain changes as reflected in Amendment No. 5.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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.

WHEREAS, 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 N 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 e 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 (i) to make other certain changes as set forth in Amendment No. 12.

WHEREAS, the Agreement was previously amended by Amendment Number Thirteen, effective September 4, 2015, 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 (j) to make other certain changes as set forth in Amendment No. 13.

WHEREAS, the Agreement was previously amended by Amendment Number Fourteen, effective October 9, 2015, to (a) reconcile spare equipment required for the continued operation and support of the PSBN for an increased amount of \$1,214,021; (b) reconcile equipment necessary for the fifteen (15) Cell-On-Wheels (COWs) for an increased amount of \$2,157,669; (c) make changes necessary to reflect site construction changes for an increased amount of \$80,220; (d) reconcile excess equipment for a decreased amount of \$24,229; and (e) all actions increasing the Maximum Contract Sum by \$3,427,681 (\$1,214,021 + \$2,157,669 + \$80,220 - \$24,229) from \$129,471,804 to \$132,899,485; and (e) to make other certain changes as set forth in the Amendment No. 14.

WHEREAS, the Agreement was previously amended by Amendment Number Fifteen, effective December 21, 2015, to settle the Contractor Claims, including the dispute over the project management fees and any and all other claims for additional compensation above the current Maximum Contract Sum that Contractor or its subcontractors may have against the Authority relating to any Work that has been performed or is required to be performed under the PSBN Agreement, increasing the Maximum Contract Sum by \$10,685,472 from \$132,899,485 to \$143,584,957.

WHEREAS, the Agreement was previously amended by Amendment Number Sixteen, effective March 15, 2016, to include all Work related to additional Radio Frequency (RF) Emissions testing at twelve (12) PSBN Sites increasing the Maximum Contract Sum by \$3,300 from \$143,584,957 to \$143,588,257.

WHEREAS, the Agreement was previously amended by Amendment Number Seventeen, effective May 4, 2016, to make the changes necessary to reflect the termination of Waterway Coverage Testing, Freeway Coverage Testing, Special

Operational Testing, and PSBN Burn-In Testing, which decreased the Maximum Contract Sum by \$931,936, from \$143,588,257 to \$142,656,321.

WHEREAS, the Agreement was previously amended by Amendment Number Eighteen, effective August 31, 2016, to make changes necessary to (a) extend the Warranty Period until December 31, 2016, at no additional cost; (b) reflect the reconciliation of excess equipment for a decreased amount of \$600,502; (c) reflect the reconciliation of spare equipment for a decreased amount of \$768,027, (d) make changes necessary to reconcile the cost of LASDCVS to reflect costs for that were inadvertently omitted for construction Work performed that was not included as part of restoration and has not been paid to date for an increased amount of \$62,969, (e) make changes necessary to correct certain administrative errors for an increased amount of \$25,964; (f) to make other certain changes as set forth in the Amendment No. 18; and (g) decrease the Maximum Contract Sum by \$1,279,596, [(-\$600,502) + (-\$768,027) + \$62,969 + \$25,964)], when taking the above cost increases and reductions into consideration from \$142,656,321 to \$141,376,725.

WHEREAS, the Agreement was previously amended by Amendment Number Nineteen, effective December 21, 2016, to make changes necessary to (a) extend the Warranty Period until March 31, 2017, at no additional cost; (b) make changes necessary to upgrade the Authority's Deployable Vehicle (System on Wheels), which includes the requisite services, equipment, material, configuration, installation, provide backup power, antenna storage and mounts, fiber connectivity and backhaul services, and related Work to support Special Events for an increase in the amount of \$235,768; (c) reflect a reduction in Training as certain Training courses will not be provided to the Authority for a decrease in the amount of \$200,000; (d) reflect a reduction in Wide Area Coverage Testing as it is no longer necessary for a decrease in the amount of \$2,153,150; (e) reflect Optimization Work necessary to account for extended Optimization efforts for an increase in the amount of \$550,000; (f) to make other certain changes as set forth in this Amendment No. 19; and (g) decreasing the Maximum Contract Sum by \$1,567,382 (\$235,768 - \$200,000 - \$2,153,150 + \$550,000), when taking the cost increases and decreases into consideration, from \$141,376,725 to \$139,809,343.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty, effective March 20, 2017, to make changes necessary to (a) reflect the relocation of certain equipment (towers, generator fuel tanks, tower hardware, etc.) from the Southern California Edison (SCE) Mesa Substation site to the County of Los Angeles Fire Departments Del Valle Training Facility as the original storage site is no lo longer available after April 15, 2017, for an increase in the amount of \$208,338; (b) make other certain changes as set forth in Amendment No. 20; and (c) increase the Maximum Contract Sum by \$208,338 from \$139,809,343 to \$140,017,681.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-One, effective March 20, 2017, to make changes necessary to (a) extend the Warranty Period on a month-to-month basis, at no additional cost; (b) with the first month commencing on April 1, 2017, and expiring on April 30, 2017; and (c) agree and

acknowledge that subsequent month-to-month Warranty Period extensions, if any, will be mutually agreed upon by both parties.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Two, effective April 13, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) to allow the Contractor to create Access Point Names (APNs) for the Authority's member agencies at a cost of \$977 per member agency, with a minimum of four (4) agencies to be deployed at a time, for a cost increase in the amount of \$3,908; (b) increasing the Maximum Contract Sum by \$3,908 from \$140,017,681 to \$140,021,589; and (c) make other certain changes as set forth in Amendment No. 22.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Three, effective April 13, 2017, to (a) make changes necessary to extend the Warranty Period until May 31, 2017, at no additional cost; and (b) make other certain changes as set forth in Amendment No. 23.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Four, effective May 18, 2017, to make changes necessary to (a) extend the Initial Term of the Agreement by exercising the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance), commencing on June 1, 2017 and expiring on May 31, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$2,991,000 resulting in a cost decrease in the amount of \$2,964,683, when taking the currently contemplated first year Maintenance cost of \$5,955,683 into consideration; (b) exercise the Unilateral Option for the first one-year Option Term for Maintenance Work under Phase 5 (PSBN Maintenance); (c) revise Exhibit A (Statement of Work) to increase the scope of PSEN Work to allow the Contractor to assist the Authority with connecting its member agencies to the PSBN for a not-to-exceed cost increase in the amount of \$275,000; (d) decrease the Maximum Contract Sum by \$2,689,683 from \$140,021,589 to \$137,331,906 when taking the cost increases and decreases into consideration; and (e) make other certain changes as set forth in Amendment No. 24.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Five, effective October 19, 2017, to make changes necessary to (a) revise Exhibit A (Statement of Work) and Exhibit B (PSBN Specifications) to reflect a reduction in the scope of certain Work related to Network Management System and Inventory Management System and a corresponding reduction in the cost in the amount of \$316,767; (b) reflect a reduction in the scope of certain Work related to Documentation and a corresponding reduction in the cost in the amount of \$68,515; (c) reflect a reduction in the scope of certain Work related to Additive Alternate No. 2 (Redundant Evolved Packet Core [EPC]) and a corresponding reduction in the cost in the amount of \$1,061,704; (d) reflect the removal of the scope of all Work related to Additive Alternate No. 3 (Location Services) and a corresponding reduction in the cost in the amount of \$2,592,246; (e) reflect a reduction in the scope of certain Work related to Cell on Wheels (COWs) and a corresponding reduction in the cost in the amount of \$129,977; (f) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$14,046; (g) decrease the Maximum

Contract Sum by \$4,183,255 from \$137,331,906 to \$133,148,651 when taking the cost decreases into consideration; and (h) make other certain changes as set forth in Amendment No. 25.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Six, effective November 21, 2017, to make changes necessary to (a) reflect an increase and decrease in the scope of certain Work related to a certain Cell on Wheels (COWs) site (CHPNWHLL) resulting in a net increase in the cost in the amount of \$97,220; (b) reflect a reduction in the scope of certain Work related to Site Construction Changes and a corresponding reduction in the cost in the amount of \$33,674; (c) increase the Maximum Contract Sum by \$63,546 from \$133,148,651 to \$133,212,197 when taking the cost increases and decreases into consideration; and (d) make other certain changes in Amendment No. 26

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Seven, effective May 17, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement by extending the first Option Term for Maintenance Work under Phase 5 (PSBN Maintenance) for an additional month, commencing on June 1, 2018 and expiring on June 30, 2018, unless sooner terminated or extended, in whole or in part, in the amount of \$195,306; (b) increase the Maximum Contract Sum by \$195,306 from \$133,212,197 to \$133,407,503 when taking the cost increase into consideration; and (c) make other certain changes as set forth in Amendment No. 27.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Eight, effective June 27, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on July 1, 2018 and expiring on July 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services (b) make other certain changes as set forth in Amendment No. 28.

WHEREAS, the Agreement was previously amended by Amendment Number Twenty-Nine, effective July 26, 2018, to make changes necessary to (a) reflect a decrease in the scope of certain Work related to training for the Cell on Wheels (COWs) resulting in a net decrease in the cost in the amount of \$13,000; (b) reflect the removal of Phase 4 (PSBN Implementation) Work for a certain COW site (SCEMESA) and a corresponding reduction in the cost in the amount of \$8,345; (c) decrease the Maximum Contract Sum by \$21,345 from \$133,407,503 to \$133,386,158 when taking the cost decreases into consideration; and (d) make other certain changes as set forth in Amendment No. 29.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty, effective July 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional sixty (60) days commencing on August 1, 2018, and expiring on September 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 30.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-One, effective September 25, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional month, commencing on October 1, 2018, and expiring on October 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 31.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Two, effective October 31, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on November 1, 2018, and expiring on November 30, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 32.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Three, effective November 29, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on December 1, 2018, and expiring on December 31, 2018, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 33.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Four, effective December 19, 2018, to make changes necessary to (a) extend the Initial Term of the Agreement for an additional thirty (30) days commencing on January 1, 2019, and expiring on January 31, 2019, unless sooner terminated or extended, in whole or in part; at no cost, with no obligation to Contractor to perform Maintenance Work or Services; and (b) make other certain changes as set forth in Amendment No. 34.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Five, effective January 24, 2019, to make changes necessary to (a) extend the Initial Term of the Agreement commencing as of February 1, 2019; (b) perform all Work necessary to incorporate nine (9) additional PSBN Sites to be co-located at certain Land Mobile Radio (LMR) System Sites (collectively hereinafter, "PSBN Round 2 Collocation Sites"), into the scope of Phase 1 (System Design), Phase 2 (Site Construction and Site Modification), Phase 3 (Supply PSBN Components), and certain Work in Phase 4 (PSBN Implementation) as set forth in Exhibit A.1 (PSBN Round 2 Statement of Work & Specifications) for a cost increase in the amount of \$6,724,617 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (c) supply all PSBN Components for seventeen (17) PSBN Round 2 Urban Sites (as defined herein) for a cost increase in the amount of \$2,411,489 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (d) reduce the Maximum Contract Sum for PSBN Work through Amendment No. 34 for a cost decrease of \$4,558,480 to account for certain equipment costs being shifted to PSBN Round 2; (e) 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 certain Work in Phase 4 (PSBN Implementation) for the 9 PSBN Round 2 Collocation Sites; (f) increase collectively the Maximum Contract Sum

by \$4,577,627 for PSBN Round 2 Work increasing the aggregate Maximum Contract Sum from \$133,386,158 to \$137,963,785 as set forth in Exhibit C.1 (PSBN Payment Summary); and (g) make other certain changes as set forth in Amendment No. 35.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Six, effective June 11, 2019, to make changes necessary to (a) reconcile certain PSBN Components for nine (9) PSBN Round 2 Collocation Sites for a cost increase in the amount of \$104,961 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials); (b) reconcile certain PSBN Components for seventeen (17) PSBN Round 2 Urban Sites for a cost increase in the amount of \$298,192 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (c) shift certain equipment costs to PSBN Round 1 in the amount of \$244,637; (d) increase the Maximum Contract Sum for PSBN Round 1 by \$244,637; (e) increase the Maximum Contract Sum for PSBN Round 2 by \$403,153; (f) collectively increase the aggregate maximum contract sum by \$647,790 from \$137,963,785 to \$138,611,575; and (e) make other certain changes as set forth in Amendment No. 36.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Seven effective July 11, 2019 to make changes necessary to (a) reconcile certain PSBN Components for PSBN Round 2 Sites including at an additional potential site for a cost increase in the amount of \$20,254 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) increase the Maximum Contract Sum for PSBN Round 2 by \$20,254; (c) collectively increase the aggregate maximum contract sum by \$20,254 from \$138,611,575 to \$138,631,829; and (d) make other certain changes as set forth in Amendment No. 37.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Eight effective February 13, 2020 to make changes necessary to (a) revise Exhibit A.1 (PSBN Round 2 Statement of Work and Technical Specifications) to include PSBN Round 2 As-Needed Environmental Monitoring and Compliance Reporting Services for a not-to-exceed cost increase in the amount of \$90,000; (b) increase the Maximum Contract Sum for PSBN Round 2 by \$90,000; (c) collectively increase the aggregate maximum contract sum by \$90,000 from \$138,631,829 to \$138,721,829; and (d) make other certain changes as set forth in Amendment No. 38.

WHEREAS, the Agreement was previously amended by Amendment Number Thirty-Nine effective March 19, 2020 to make changes necessary to (a) reconcile certain PSBN Components for eleven (11) PSBN Round 2 Urban Sites for a cost decrease in the amount of \$36,639 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) decrease the Maximum Contract Sum for PSBN Round 2 by \$36,639; (c) collectively decrease the aggregate maximum contract sum by \$36,639 from \$138,721,829 to \$138,685,190; and (d) make other certain changes as set forth in Amendment No. 39.

WHEREAS, the Agreement was previously amended by Amendment Number Forty effective March 24, 2020 to make changes necessary to (a) reconcile certain PSBN

Components contemplated in the Bill of Materials (BOMs) for twenty-two (22) PSBN Round 2 Sites for a cost decrease in the amount of \$1,499,862 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials), respectively; (b) increase the Maximum Contract Sum for PSBN Components through Amendment No. 40 for a cost increase in the amount of \$764,170 to account for the adjustment of certain equipment; (c) collectively decrease the aggregate Maximum Contract Sum by \$735,692 from \$138,685,190 to \$137,949,498 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in Amendment No. 40.

WHEREAS, the Agreement was previously amended by Amendment Number Forty-One effective March 25, 2020 to make changes necessary to (a) reconcile certain PSBN Components contemplated in the Bill of Materials (BOMs) for twenty (20) PSBN Round 2 Sites for a cost increase in the amount of \$79,610 as set forth in Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (b) increase the Maximum Contract Sum for PSBN Components through Amendment No. 41 for a cost increase in the amount of \$79,610 to account for the adjustment of certain equipment; (c) collectively increase the aggregate Maximum Contract Sum by \$79,610 from \$137,949,498 to \$138,029,108 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in Amendment No. 41.

WHEREAS, the Agreement was previously amended by Amendment Number Forty-Two effective April 22, 2020 to make changes necessary to (a) reconcile the Agreement, in particular Exhibit A.1 (PSBN Round 2 Statement of Work and Specifications) and C.20.1 (PSBN Round 2 Collocation Sites Bill of Materials) to reflect the removal of one (1) PSBN Round 2 Collocation Site (BUR2) from the scope of Phases 1, 2 and 4 for a cost decrease in the amount of \$290,143; (b) reconcile certain PSBN Components contemplated in the Bill of Materials (BOMs) for a cost increase in the amount of \$181,824 as set forth in Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials) and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials); (c) reflect a net decrease to the Maximum Contract Sum for PSBN Components through Amendment No. 42 in the amount of \$108,319; (d) collectively decrease the aggregate Maximum Contract Sum by \$108,319 from \$138,029,108 to \$137,920,789 as set forth in Exhibit C.1 (PSBN Payment Summary); and (e) make other certain changes as set forth in Amendment No. 42.

WHEREAS, the Authority and Contractor desire to further amend the Agreement pursuant to this Amendment No. 43 to make changes necessary at sites Inglewood Police Department (IGPD), Claremont Police Department (CLMTPD1), SCE Gallatin Substation (SCEGAL), SCE Merced Substation (SCEMERC), Burnt Peak (BUR2), Loop Canyon (LPC2), Magic Mountain Link (MML2), Portal Ridge (PRG2), Whitaker Middle Peak (WMP2) and Whitaker Ridge (WTR2), to (a) reconcile certain PSBN Components contemplated in the relevant parts of Exhibit C.3 (Phase 2 – Site Construction and Site Modification), Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials), and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials), respectively, for a net cost decrease in the amount of \$2,797; (b) incorporate PSBN Round 2 Change Orders (CORs) for a

cost increase in the amount of \$411,914; (c) collectively increase the aggregate Maximum Contract Sum by \$409,117 from \$137,920,789 to \$138,329,906 as set forth in Exhibit C.1 (PSBN Payment Summary); and (d) make other certain changes as set forth in this Amendment No. 43.

WHEREAS, this Amendment No. 43 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. 43, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Authority and Contractor hereby agree as follows:

- 1. <u>Capitalized Terms; Section References</u>. 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. 43 refer to sections of the Base Document and its Exhibits, as amended by this Amendment No. 43.
- 2. Reconcile Certain PSBN Components. The Authority and Contractor agree to reconcile certain PSBN Components to align with the Authority's equipment requirements. The reconciled PSBN Components and associated costs are reflected in Exhibit C.3 (Phase 2 Site Construction and Site Modification), Exhibit C.20 (PSBN Round 2 Collocation Sites Bill of Materials), and Exhibit C.21 (PSBN Round 2 Urban Sites Bill of Materials), which are attached to this Amendment No. 43. The Authority and Contractor will continue to work closely and in good faith to further reconcile the Agreement to reflect updated equipment makeup.
- 3. <u>PSBN Round 2 Change Orders.</u> The Authority and Contractor agree and acknowledge that Contractor will perform the Work contemplated and approved in the associated PSBN Round 2 Change Orders pursuant to this Section 3, in exchange for the amounts set forth in the newly added Exhibit C.24 (PSBN Round 2 Change Orders) to Exhibit C (Schedule of Payments), which is attached to this Amendment No. 43.

| Item No. | Site ID | COR No. | Description | Amount |
|-------------|---------|----------|---|-----------|
| 3.1 | BUR2 | COR 001R | Revisions to Phase 2 (Construction) | \$1,394 |
| 3.2 | LPC2 | COR 001R | Revisions to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) | \$72,688 |
| 3.3 | MML2 | COR 001R | Revisions to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) | \$62,879 |
| 3.4 | PRG2 | COR 001R | Revisions to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) | \$110,761 |
| 3.5 | WMP2 | COR 001R | Revisions to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) | \$75,093 |
| 3.6 | WTR2 | COR 001R | Revisions to Phase 1 (Site Design), Phase 2 (Construction), and Phase 4 (Installation Services) | \$89,099 |
| | | | TOTAL AMOUNT: | \$411,914 |

- 4. Amendments to Base Document.
 - 4.1 Section 8.1.1 (Maximum Contract Sum) of the Base Document is deleted in its entirety and replaced with the following:
 - 8.1.1 Maximum Contract Sum
 - 8.1.1.1 PSBN Through Amendment No. 43

The "Maximum Contract Sum" under this Agreement for the PSBN through Amendment No. 43 is One Hundred Thirty-Eight Million, Three Hundred Twenty-Nine Thousand, Nine Hundred Six Dollars (\$138,329,906) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

8.1.1.2 PSBN Round 2

The "Maximum Contract Sum" under this Agreement for PSBN Round 2 is Eight Million, Five Hundred Twelve Thousand, Six Hundred Dollars (\$8,512,600) which includes the Contract Sum and all Unilateral Option Sums, as set forth in Exhibit C (Schedule of Payments).

4.2 Section 24.4.1.2 within Section 24.4 (Limitation of Liability) of the Base Document is deleted in its entirety and replaced with the following:

24.4.1.2 PSBN Round 2

With respect to PSBN Round 2 Work, 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 1.75 times the Maximum Contract Sum for PSBN Round 2, which is Sixteen Million, Six Hundred Twenty-Eight Thousand, Eight Hundred Ninety Dollars (\$16,628,890) Notwithstanding the foregoing, Contractor shall not be liable to the Authority for any special, incidental, indirect, or consequential damages.

- 5. Amendments to Agreement Exhibits.
 - 5.1 Exhibit C.1 (PSBN Payment Summary) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.1 (PSBN Payment

- Summary) to Exhibit C (Schedule of Payments), which is attached to this Amendment No. 43, and is incorporated herein by this reference.
- 5.2 Exhibit C.3 (Phase 2 Site Construction and Site Modification) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced with Exhibit C.3 (Phase 2 Site Construction and Site Modification) to reflect the shift of certain PSBN Components to PSBN Round 2 and a reduction in fabrication costs, which is attached to this Amendment No. 43, and is incorporated herein by this reference.
- 5.3 The following Exhibits are deleted in their entirety and replaced with PSBN Round 2 Collocation Sites Bill of Materials and PSBN Round 2 Urban Sites Bill of Materials, to reflect a reconciliation of certain PSBN Components, which are attached to this Amendment No. 43, and are incorporated herein by this reference.
 - Exhibit C.20.2 (PSBN Round 2 Collocation Sites Bill of Materials)
 - Exhibit C.21.5 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.6 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.17 (PSBN Round 2 Urban Sites Bill of Materials)
 - Exhibit C.21.18 (PSBN Round 2 Urban Sites Bill of Materials)
- 5.4 Exhibit C (Schedule of Payments) is further revised to include a new Exhibit, in particular Exhibit C.24 (PSBN Round 2 Change Orders), to contemplate change orders, which is attached to this Amendment No. 43, and is incorporated herein by this reference.
- 6. This Amendment No. 43 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. 43;
 - 6.2 Los Angeles County Counsel has approved this Amendment No. 43 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. 43; and
 - The Executive Director of the Authority has executed this Amendment No. 43.
- 7. Except as expressly provided in this Amendment No. 43, 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. 43 on behalf of Contractor represent and warrant that the person executing this Amendment No. 43 for Contractor is an authorized agent who has actual authority to bind

Contractor to each and every term and condition of this Amendment No. 43, and that all requirements of Contractor to provide such actual authority have been fulfilled.

9. This Amendment No. 43 may be executed in one or more original or facsimile counterparts, all of which when taken together shall constitute one in the same instrument.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 43 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 | |

| 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 | | | | |
| PSBN WORK (THROU | GF | I AMEN | DI | MENT NO | Э. | 43) | | | | | |
| Phase 1 - System Design (Note 4) | \$ | - | \$ | 14,460,588 | \$ | 1,206,987 | \$ | 13,253,601 | | | |
| Phase 2 - Site Construction and Site Modification (Note 4) | \$ | - | \$ | 19,849,433 | \$ | 1,938,711 | \$ | 17,910,722 | | | |
| Phase 3 - Supply PSBN Components | \$ | 1 | \$ | 22,511,743 | \$ | 2,122,154 | \$ | 20,389,589 | | | |
| Phase 4 - PSBN Implementation | \$ | - | \$ | 7,181,025 | \$ | 708,966 | \$ | 6,472,059 | | | |
| Subtotal (Phases 1 to 4) | \$ | - | \$ | 64,002,789 | \$ | 5,976,818 | \$ | 58,025,971 | | | |
| Phase 5 - PSBN Maintenance (Year 1 Option Term) | \$ | - | \$ | 2,991,000 | \$ | - | \$ | 2,991,000 | | | |
| Phase 5 - PSBN Maintenance Extension (June 30, 2018) | \$ | - | \$ | 195,306 | \$ | - | \$ | 195,306 | | | |
| Phase 5 - PSBN Maintenance (Years 2 through 5) | \$ | 26,414,061 | \$ | - | \$ | 2,641,406 | \$ | 23,772,655 | | | |
| Subtotal (Phases 1 to 5) | \$ | 26,414,061 | \$ | 67,189,095 | \$ | 8,618,224 | \$ | 84,984,932 | | | |
| Additive Alternate 1 - Home Subscriber Server (HSS) (Notes 1, 2, 3) | \$ | - | \$ | 960,888 | \$ | 96,089 | \$ | 864,799 | | | |
| Additive Alternate 2 - Redundant Evolved Packet Core (Notes 1, 2, 3) | \$ | - | \$ | 2,519,662 | \$ | 251,967 | \$ | 2,267,695 | | | |
| Additive Alternate 3 - Location Services | \$ | - | \$ | - | \$ | - | \$ | - | | | |
| Maintenance for Additive Alternates 1 to 3 | ¢ | C 1 C C 000 | ¢ | | ¢. | (1,(,(0)) | Ф | 5 5 40 401 | | | |
| (First 5 Years of Maintenance) | \$ \$ | 6,166,090 6,166,090 | \$ \$ | 3,480,550 | \$ \$ | 616,609 964,665 | \$ \$ | 5,549,481 8,681,975 | | | |
| Subtotal (Additive Alternates) Total (Dhages 1.51 + Additive Alternates) | Φ | 32,580,151 | \$ \$ | 70,669,645 | \$ | • | \$ | | | | |
| Total ([Phases 1-5] + Additive Alternates) CELL-ON-WHE | ויינו ס | | _ | | Ф | 9,582,889 | Ф | 93,666,907 | | | |
| | | DD (COV | Ĺ | | Φ. | 44.440 | Φ. | 250.50 | | | |
| Phase 1 Work for 15 Cell-on-Wheels (COWs) | \$ | - | \$ | 411,713 | \$ | 41,149 | \$ | 370,563 | | | |
| Phase 2 Work for 15 Cell-on-Wheels (COWs) | \$ | - | \$ | 1,800,330 | | 180,045 | \$ | 1,620,286 | | | |
| Phase 3 Work for 15 Cell-on-Wheels (COWs) | \$ | - | \$ | 3,452,895 | \$ | 338,067 | \$ | 3,114,828 | | | |
| Phase 4 Work for 15 Cell-on-Wheels (COWs) | \$ | | \$ | 95,485 | \$ | 9,555 | \$ | 85,930 | | | |
| | | WORK | | | | | | | | | |
| Restoration Work | \$ | - | \$ | 2,378,664 | \$ | 107.500 | \$ | 2,378,664 | | | |
| Fiber Optic Equipment and Related Work | \$ | - | \$ | 1,275,000 | \$ | 127,500 | \$ | 1,147,500 | | | |
| Site Construction Changes Claims Settlement | \$ | - | \$ | 15 764 246 | \$ | 66,616 | \$ | 599,535 | | | |
| Ciannis Settlement | φ | | \$ | 15,764,246 | \$ | <u> </u> | \$ | - | | | |
| LA-RICS Deployable Vehicle Readiness Upgrade and Related Work | \$ | - | \$ | 235,768 | \$ | 23,577 | \$ | 212,191 | | | |
| LA-RICS PSBN - Equipment Relocation | \$ | - | \$ | 208,338 | \$ | - | \$ | 208,338 | | | |
| LA-RICS Public Safety Enterprise Network (PSEN) Services | \$ | _ | \$ | 278,908 | \$ | | \$ | - | | | |
| Total for PSBN Round 1 Work | \$ | 32,580,151 | \$ | 97,237,155 | \$ | 10,369,398 | \$ | 103,404,742 | | | |

| | 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 | | | | | | | | |
| PSBN ROUI | ND 2 WORK | (Note 5) | | | | | | | | | | |
| PSBN Round 2 Collocation Sites: | | | | | | | | | | | | |
| Performance Bond | \$ - | \$ 28,233 | \$ - | \$ 28,233 | | | | | | | | |
| Project Schedule | \$ - | \$ 159,537 | \$ 15,954 | \$ 143,583 | | | | | | | | |
| Phase 1 Work | \$ - | \$ 308,600 | \$ 30,860 | \$ 277,740 | | | | | | | | |
| Phase 2 Work | \$ - | \$ 746,075 | \$ 74,608 | \$ 671,468 | | | | | | | | |
| Phase 3 Equipment | \$ - | \$ 2,115,942 | \$ - | \$ 2,115,942 | | | | | | | | |
| Phase 3 - Spare Equipment | \$ - | \$ 928,765 | \$ - | \$ 928,765 | | | | | | | | |
| Phase 4 Work | \$ - | \$ 396,039 | \$ 39,604 | \$ 350,663 | | | | | | | | |
| Subtotal PSBN Round 2 Collocation Sites (Phases 1 - 4) | \$ - | \$ 4,683,191 | \$ 161,026 | \$ 4,522,166 | | | | | | | | |
| PSBN Round 2 Urban Sites: | | , , | | | | | | | | | | |
| Phase 3 Equipment | | \$ 3,327,495 | \$ - | \$ 3,317,526 | | | | | | | | |
| Subtotal for PSBN Round 2 Urban Sites | \$ - | \$ 3,327,495 | \$ - | \$ 3,317,526 | | | | | | | | |
| PSBN Round 2 As-Needed Environmental Monitoring and | | | | 1 - 7- 7 | | | | | | | | |
| Compliance Reporting Services: As-Needed Environmental Monitoring and Compliance | | | <u> </u> | | | | | | | | | |
| Reporting | | \$ 90,000 | | \$ 90,000 | | | | | | | | |
| Subtotal for PSBN Round 2 As-Needed Environmental | | | | | | | | | | | | |
| Monitoring and Compliance Reporting Services | | \$ 90,000 | | \$ 90,000 | | | | | | | | |
| PSBN Round 2 Change Orders: PSBN Round 2 Change Orders | | \$ 411,914 | \$ 41,191 | \$ 370,723 | | | | | | | | |
| Subtotal for PSBN Round 2 Change Orders | | \$ 411,914 | · | \$ 370,723 | | | | | | | | |
| Total for PSBN Round 2 Work | \$ - | \$ 8,512,600 | \$ 202,217 | \$ 8,300,415 | | | | | | | | |
| TOTAL CONTRACT SUM | | \$105,7 | 49,755 | | | | | | | | | |
| MAXIMUM CONTRACT SUM (Total Unilateral Option Sum + Total Contract Sum) | \$138,329,906 | | | | | | | | | | | |

^{*} 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).

Amount

SCHEDULE OF PAYMENTS EXHIBIT C.1 - PSBN PAYMENT SUMMARY Unilateral Option Sum Contract Sum - Full Payable 10% Holdback Amount Payment Less 10% Holdback Amount

Amount

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 HSS, (ii) Phase 3 for Additive Alternate No. 1, Site Construction and Site Modification for the HSS, (ii) Phase 3 for Additive Alternate No. 2, Supply PSBN Components 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 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 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).

Note 5: Pursuant to Amendment No. 35, the Agreement was amended to reflect the inclusion of PSBN Round 2 Work.

| | EXHIBIT (| C.3 - PHASE 2 - | - SITE CONSTRU | UCTION & SI | TE MODIFICATION | I | |
|---|---|--|--|------------------------------|--------------------------------------|------------------------|--|
| Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document) | Deliverable G. Bland Gir | 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 | | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | Arcadia PD_ARCPD01 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 |
| A.4.1 A.4.1 | Azusa PD_AZPD001 Bell Gardens PD_BGPD001 | 6,375 6,375 | | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | · · |
| | Beverly Hills Rexford | | | Ψ | , | | |
| A.4.1 | Drive_BHR | 6,375 | | \$ - | \$ 7,388 | | · |
| A.4.1 A.4.1 | Bald Mountain_BMT Baldwin Park PD_BPPD001 | 6,375 | \$ 1,013 | \$ - \$ - | \$ 7,388 \$ - | \$ 739 \$ - | \$ 6,649 \$ - |
| A.4.1 | Blue Rock_BRK | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | Burnt Peak_BUR | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | Burbank PD_BURPD01 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 |
| A.4.1 A.4.1 | Criminal Court Building_CCT Century_CEN | 6,375 6,375 | \$ 1,013 \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | \$ 6,649 \$ 6,649 |
| A.4.1 | Carlton J. Peterson Park_CJP | - 0,373 | φ 1,013 | \$ - | \$ 7,588 | \$ 737 | \$ - |
| | Claremont Microwave | | | · · | | | |
| A.4.1 | Tower_CLM | 8,847 | \$ 1,406 | \$ - | \$ 10,253 | | |
| A.4.1 A.4.1 | Claremont PD_CLRMPD1 FS 2_CPTFD02 | | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - |
| A.4.1 | FS 4_CPTFD04 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 |
| | Culver City | 5,2.0 | , - | | ., | | |
| A.4.1 A.4.1 | Communications Tower_CULV001 Downey PD_DWNYPD1 | - | | \$ - | \$ - | \$ - \$ - | \$ - \$ - |
| A.4.1 A.4.1 | El Monte PD_ELMNTPD | 6,375 | \$ 1,013 | \$ - \$ - | \$ - \$ 7,388 | \$ 739 | \$ 6,649 |
| A.4.1 | El Segundo PD_ELSGDPD | 0,373 | 1,010 | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | FCCF -HQ_FCCF | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | |
| A.4.1 | FS 5_FS5 | 8,847 | \$ 1,013 | - | \$ 9,860 | \$ 986 | |
| A.4.1 A.4.1 | Gardena_GARD001 Glendale Civic Center_GCC | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 \$ - | \$ 8,874 \$ - |
| A.4.1 | Glendale Water & Power | - | | - | - | | φ - |
| A.4.1 | UOC_GDWP001 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | FS 23_GLNDL23 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 A.4.1 | FS 24_GLNDL24 FS 28_GLNDL28 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - |
| A.4.1 | FS 3_LACF003 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 |
| A.4.1 | FS 4_LACF004 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | |
| A.4.1 | FS-16_LACF016 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | · |
| A.4.1 | FS 21_LACF021 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 |
| A.4.1 A.4.1 | FS 23_LACF023 FS 24_LACF024 | 6,375 6,375 | | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | · · |
| A.4.1 | FS 28_LACF028 | - | 1,013 | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | FS 30_LACF030 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | FS 31_LACF031 | 6,375 | \$ 1,013 | - | \$ 7,388 | \$ 739 | \$ 6,649 |
| A.4.1 | FS 38_LACF038 FS 44_LACF044 | 6,375 | | \$ - | \$ 7,388 | | · |
| A.4.1 A.4.1 | FS 48_LACF048 | 6,375 6,375 | | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 | |
| A.4.1 | FS-50_LACF050 | 6,375 | | \$ - | \$ 7,388 | | |
| A.4.1 | FS 53_LACF053 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | FS 56_LACF056 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 A.4.1 | FS 58_LACF058 FS 59_LACF059 | 6,375 6,375 | \$ 1,013 \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | · |
| A.4.1 A.4.1 | FS 61_LACF061 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | · · |
| A.4.1 | FS 65_LACF065 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | · · |
| A.4.1 | FS-68_LACF068 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 |
| A.4.1 | FS 69_LACF069 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 A.4.1 | FS 71_LACF071 FS 72_LACF072 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - |
| A.4.1 A.4.1 | FS 73_LACF073 | 6,375 | \$ 1,013 | 7 | \$ 7,388 | | |
| A.4.1 | FS 76_LACF076 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.1 | FS 77_LACF077 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | · |
| A.4.1 | FS 78_LACF078 | 6,375 | | \$ - | \$ 7,388 | | |
| A.4.1 A.4.1 | FS 79_LACF079 FS 80_LACF080 | 6,375 6,375 | | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | |
| A.4.1 | FS-81_LACF081 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | |
| A.4.1 | FS 83_LACF083 | 6,375 | | \$ - | \$ 7,388 | | |
| A.4.1 | FS-84_LACF084 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | |
| A.4.1 | FS 85_LACF085 | 6,375 | | \$ - | \$ 7,388 | \$ 739 | · |
| A.4.1 A.4.1 | FS 86_LACF086 FS 87_LACF087 | 6,375 6,375 | | \$ - \$ - | \$ 7,388 \$ 7,388 | | |
| A.4.1 | FS-88_LACF088 | 0,3/3 | 1,013 | \$ - | \$ 7,388 | \$ - | \$ - |
| A.4.1 | FS 90_LACF090 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | | \$ 6,649 |
| A.4.1 | FS 91_LACF091 | - | | \$ - | \$ - | \$ - | \$ - |

| | 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 | Sum Note 2 | Contract Sum - Payable Amount Note 2 | Amount | Payable Amount Less 10% Holdback Amount | | | | |
| | FS 92_LACF092 | 6,375 | | | \$ 7,388 | | | | | | |
| | FS 93_LACF093 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| A.4.1 A.4.1 | FS 95_LACF095 FS 96_LACF096 | 6,375 6,375 | \$ 1,013 \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | \$ 6,649 \$ 6,649 | | | | |
| | FS 98_LACF098 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 99_LACF099 | - 0,373 | Ψ 1,013 | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 102_LACF102 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| A.4.1 | FS 105_LACF105 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 106_LACF106 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 107_LACF107 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS108_LACF108 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 111_LACF111 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 112_LACF112 FS 114_LACF114 | - 275 | \$ 1,013 | \$ - \$ - | \$ - | \$ - \$ 739 | \$ - \$ 6,649 | | | | |
| | FS 117_LACF117 | 6,375 6,375 | \$ 1,013 | \$ - | \$ 7,388 \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 118_LACF118 | 0,373 | φ 1,013 | \$ - | \$ 7,366 | \$ 739 | \$ - | | | | |
| | FS 120_LACF120 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 123_LACF123 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | 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 | | | | |
| | FS 140_LACF140 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS-141_LACF141 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 144_LACF144 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | | | | | |
| | FS 146_LACF146 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 149_LACF149 | - 275 | ¢ 1.012 | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 A.4.1 | FS 151_LACF151 FS153_LACF153 | 6,375 | | | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | | | | | |
| | FS 154_LACF154 | 6,375 | \$ 1,015 | \$ - | \$ 7,388 | \$ 739 | \$ 0,049 | | | | |
| | FS 157_LACF157 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 159_LACF159 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 161_LACF161 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 162_LACF162 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | F S 163_LACF163 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS-164_LACF164 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 169_LACF169 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 171_LACF171 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 173_LACF173 | - | | \$ - | - | \$ - | \$ - | | | | |
| A.4.1 A.4.1 | FS 181_LACF181 FS 183_LACF183 | | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | | |
| | FS 184_LACF184 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 187_LACF187 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 188_LACF188 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 192_LACF192 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 194_LACF194 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | CP 2_LACFCP02 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | CP 9_LACFCP09 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | CP-14_LACFCP14 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | LAC/HARBOR+UCLA MEDICAL CENTER_LACHAR | 6,375 | \$ 1,013 | \$ | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | LAC/OLIVEVIEW+UCLA_LACOLV | 6,375 | | \$ - | \$ 7,388 | | | | | | |
| | | 0,373 | . 1,013 | _ | . 1,300 | . 137 | 0,077 | | | | |
| A.4.1 | LAC/USC MEDICAL CENTER_LACUSC | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 005_LAFD005 | - | , - | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 012_LAFD012 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 015_LAFD015 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 016_LAFD016 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 019_LAFD019 | - | \$ - | \$ - | - | \$ - | \$ - | | | | |
| | FS 029_LAFD029 | - | 0 | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 035_LAFD035 | 6,375 | | \$ - | \$ 7,388 | | | | | | |
| | FS 042_LAFD042 FS 044_LAFD044 | 6,375 | | \$ - | \$ 7,388 | \$ 739 \$ 739 | \$ 6,649 | | | | |
| | FS 044_LAFD044 FS 047_LAFD047 | 6,375 6,375 | | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | • | | | | |
| | FS 049 LAFD049 | 0,373 | \$ - | \$ - | \$ 7,388 | \$ 739 | \$ 0,049 | | | | |
| A.4.1 | FS 055_LAFD055 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | · | \$ 6,649 | | | | |
| | FS 061_LAFD061 | - | 1,013 | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 066_LAFD066 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | | | | | |
| | FS 074_LAFD074 | 6,375 | | - | \$ 7,388 | | | | | | |
| A.4.1 | FS 076_LAFD076 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 077_LAFD077 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | FS 079_LAFD079 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 080_LAFD080 | 6,375 | | \$ - | \$ 7,388 | | | | | | |
| A.4.1 | FS 081_LAFD081 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |

| | 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 | Sum Note 2 | Contract Sum - Payable Amount Note 2 | Amount | Payable Amount Less 10% Holdback Amount | | | | |
| | FS 082_LAFD082 | - 275 | ¢ 1.012 | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 084_LAFD084 FS 085_LAFD085 | 6,375 6,375 | \$ 1,013 \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | \$ 6,649 \$ 6,649 | | | | |
| A.4.1 | FS 088_LAFD088 | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| | 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 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 096_LAFD096 | - | | \$ - | \$ - | - | - | | | | |
| | FS 097_LAFD097 | - | | - | - | \$ - | \$ - | | | | |
| | FS 101_LAFD101 FS 105_LAFD105 | 6,375 | \$ 1,013 | \$ - \$ - | \$ - \$ 7,388 | \$ - \$ 739 | \$ 6,649 | | | | |
| | FS 114_LAFD114 | - 0,373 | Ψ 1,013 | \$ - | \$ 7,366 | \$ - | \$ - | | | | |
| | Hermosa HQ_LALG100 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | Zuma Lifeguard HQ_LALG300 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | Lifeguard Division_LALG-HQ | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| 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 | | | | | |
| | Central Area Complex_LAPDCEN Devonshire Area station_LAPDDVN | 6,375 | \$ 1,013 \$ 1,013 | \$ - | \$ 7,388 | \$ 739 \$ 739 | \$ 6,649 \$ 6,649 | | | | |
| | Foothill Area station_LAPDFTH | 6,375 8,847 | \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 9,860 | \$ 739 | | | | | |
| | Hollenbeck Area station_LAPDHLB | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | \$ 8,874 | | | | |
| | Hollywood Area station_LAPDHWD | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | | | | | |
| A.4.1 | Mission Area station_LAPDMIS | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | \$ 8,874 | | | | |
| | Northeast Area station_LAPDNED | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | \$ 8,874 | | | | |
| | North Hollywood Area Station_LAPDNHD | (275 | \$ 1,013 | ¢ | ¢ 7.200 | \$ 739 | \$ 6.640 | | | | |
| A.4.1 A.4.1 | Newton_LAPDNWT | 6,375 6,375 | \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 | | | | | |
| | Olympic Area station_LAPDOLY | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | | | | | |
| | Pacific Area station_LAPDPAC | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | | | | | |
| | 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 | | | | |
| | Valley Dispatch Center_LAPDVDC | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | Van Nuys Area station_LAPDVNS | | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | - | | | | |
| 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 | | | | |
| | West Valley Area facility_LAPDWVD | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | | | | | |
| A.4.1 | Altadena_LASDALD | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | · | | | | |
| A.4.1 | Carson_LASDCSN | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | · | | | | |
| | Crescenta Valley_LASDCVS Industry_LASDIDT | 6,375 6,375 | \$ 1,013 \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 7,388 | \$ 739 \$ 739 | • | | | | |
| A.4.1 | Lakewood_LASDLKD | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | · · · · · · · · · · · · · · · · · · · | | | | |
| | Lennox (Closed)_LASDLNX | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | · · · · · · · · · · · · · · · · · · · | | | | |
| | North County Correctional | | | | | | | | | | |
| | Facility_LASDNCC | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | · | | | | |
| | Norwalk_LASDNWK Pico Rivera_LASDPRV | 6,375 | \$ 1,013 \$ 1,013 | \$ - \$ - | \$ 7,388 | \$ 739 \$ 739 | · | | | | |
| | Santa Clarita Valley_LASDSCV | 6,375 6,375 | \$ 1,013 | \$ - | \$ 7,388 \$ 7,388 | \$ 739 | | | | | |
| | San Dimas_LASDSDM | 8,847 | \$ 1,013 | \$ - | \$ 7,588 | \$ 986 | · | | | | |
| A.4.1 | Temple_LASDTEM | 6,375 | | \$ - | \$ 7,388 | \$ 739 | · | | | | |
| | FS-2_LBFD002 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS-6_LBFD006 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 9_LBFD009 | | Φ. | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 12_LBFD012 FS 13_LBFD013 | - | - | \$ - | \$ - ¢ | \$ - \$ - | \$ - \$ - | | | | |
| | FS 21_LBFD013 FS 21_LBFD021 | | | \$ - \$ - | \$ - \$ - | \$ - | \$ - | | | | |
| | HQ_LBFD026 | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | HQ_LBPDHQ | 6,375 | \$ 1,013 | | \$ 7,388 | | | | | | |
| | Sylmar Converter Station - E_LDWP220 | <u> </u> | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | Lost Hills/Malibu_LHS | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | · · · · · · · · · · · · · · · · · · · | | | | |
| | FS 2_LVFD002 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | La Verne PD_LVRNPD | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 1_MBFD001 Mira Loma Detention | | | \$ - | - | \$ - | \$ - | | | | |
| A.4.1 | Facility_MLM | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | | \$ 6,649 | | | | |
| A.4.1 | Monrovia PD_MNRVPD | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | Montebello PD_MNTBLPD | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | Monterey Park PD_MNTPKPD | <u>-</u> | | \$ - | \$ - | \$ - | \$ - | | | | |
| | Mount Olivet Reservoir_MOR | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | | | | | |
| | FS-2_MRFD002 FS-3_MTBFD03 | | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - | | | | |
| | Mount Washington_MTW | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | Goodrich_PASA001 | 8,847 | \$ 1,013 | · | • | \$ 986 | | | | | |

| EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION | | | | | | | | | | | |
|---|--|--|--|--------------|--------------------------------------|----------------------|--|--|--|--|--|
| Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document) | | Unilateral Option Sum for Site Construction Only | Unilateral Option Sum Project Administration for Site Construction Note 1 | Sum Note 2 | Contract Sum - Payable Amount Note 2 | Amount | Payable Amount Less 10% Holdback Amount | | | | |
| | FS 33_PASFD33 | - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | Puente Hills_PHN | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | | | | | |
| A.4.1 | Palmdale_PLM LAC/RANCHO LOS AMIGOS NATIONAL | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | \$ 8,874 | | | | |
| A.4.1 | REHAB CTR_RANCHO | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| A.4.1 | FS 2_RDBFD02 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | Redondo Beach PD_RDNBPD | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | Reservoir Hill_REH | | | \$ - | \$ - | \$ - | - | | | | |
| A.4.1 | San Pedro City Hall_SCH | - 275 | Φ 1.012 | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 A.4.1 | Southeast Area station_SEP FS 3_SFSFD03 | 6,375 | \$ 1,013 | \$ - \$ - | \$ 7,388 \$ - | \$ 739 \$ - | \$ 6,649 \$ - | | | | |
| A.4.1 | FS 4_SFSFD04 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | South L.ASLA | 8,847 | \$ 1,013 | \$ - | \$ 9,860 | \$ 986 | \$ 8,874 | | | | |
| A.4.1 | FS 2_SMFD002 | 0,017 | , ,,,,, | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | South Gate PD_SOGTPD | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | San Vicente Peak_SVP | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | Southwest Area station_SWP | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 | | | | |
| A.4.1 | City Hall Radio Tower_TORC001 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 2_TORFD02 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | FS 3_TORFD03 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 A.4.1 | FS 4_TORFD04 | | \$ 1,013 | \$ - | \$ - | \$ - \$ 739 | \$ - \$ 6,649 | | | | |
| | FS 1_VEFD001 FS 3_VEFD003 | 6,375 | \$ 1,013 \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | , , | | | | |
| A.4.1 A.4.1 | Walnut/Diamond Bar_WAL | 6,375 8,847 | \$ 1,013 | \$ - \$ - | \$ 7,388 \$ 9,860 | \$ 739 | 7 | | | | |
| A.4.1 | FS 4_WCFD004 | 0,047 | Ψ 1,013 | \$ - | \$ 2,000 | \$ - | \$ - | | | | |
| | FS-5_WCFD005 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.1 | West Hollywood_WHD | 6,375 | \$ 1,013 | \$ - | \$ 7,388 | \$ 739 | | | | | |
| A.4.2 | Site Preparation Per Site: | - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Alhambra PD_ALHPD01 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Arcadia PD_ARCPD01 | 25,505 | \$ 4,052 | \$ - | \$ 29,557 | \$ 2,956 | | | | | |
| A.4.2 | Azusa PD_AZPD001 | 25,505 | \$ 4,052 | \$ - | \$ 29,557 | \$ 2,956 | | | | | |
| A.4.2 | Bell Gardens PD_BGPD001 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Beverly Hills Rexford Drive_BHR | _ | | \$ - | <u>-</u> | \$ - | \$ - | | | | |
| A.4.2 | Bald Mountain_BMT | 25,505 | \$ 4,052 | \$ - | \$ 29,557 | \$ 2,956 | \$ 26,601 | | | | |
| A.4.2 | Baldwin Park PD_BPPD001 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Blue Rock_BRK | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Burnt Peak_BUR | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Burbank PD_BURPD01 | - | | \$ - | \$ - | \$ - | - | | | | |
| A.4.2 | Criminal Court Building_CCT | 19,080 | \$ 3,032 | \$ - | \$ 22,112 | . , | \$ 19,901 | | | | |
| A.4.2 | Century_CEN | 20,340 | \$ 3,232 | \$ - | \$ 23,572 | , , | \$ 21,215 | | | | |
| A.4.2 | Carlton J. Peterson Park_CJP Claremont Microwave | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Tower_CLM | 5,020 | \$ 798 | \$ - | \$ 5,818 | \$ 582 | \$ 5,236 | | | | |
| A.4.2 | Claremont PD_CLRMPD1 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 2_CPTFD02 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 4_CPTFD04 | 20,340 | \$ 3,232 | \$ - | \$ 23,572 | \$ 2,357 | \$ 21,215 | | | | |
| A 4.2 | Culver City | | | Φ. | | ¢ | ¢ | | | | |
| A.4.2 A.4.2 | Communications Tower_CULV001 Downey PD_DWNYPD1 | - | | \$ - \$ - | - | \$ - \$ - | \$ - | | | | |
| A.4.2 | El Monte PD_ELMNTPD | 20,340 | \$ 3,232 | \$ - | \$ - \$ 23,572 | т | \$ 21,215 | | | | |
| A.4.2 | El Segundo PD_ELSGDPD | 20,340 | . 3,232 | \$ - | \$ 25,572 | \$ - | \$ - | | | | |
| A.4.2 | FCCF -HQ_FCCF | 5,021 | \$ 3,232 | \$ - | \$ 8,253 | \$ 825 | Ψ | | | | |
| A.4.2 | FS 5_FS5 | 11,745 | \$ 3,232 | \$ - | \$ 14,977 | \$ 1,498 | - | | | | |
| A.4.2 | Gardena_GARD001 | 5,021 | \$ 3,232 | \$ - | \$ 8,253 | \$ 825 | \$ 7,428 | | | | |
| A.4.2 | Glendale Civic Center_GCC | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A 4.2 | Glendale Water & Power | | | • | | • | • | | | | |
| A.4.2 A.4.2 | UOC_GDWP001 FS 23_GLNDL23 | - | | \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | | |
| A.4.2 | FS 24 GLNDL24 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 28_GLNDL28 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 3_LACF003 | 20,340 | \$ 3,232 | \$ - | \$ 23,572 | \$ 2,357 | \$ 21,215 | | | | |
| A.4.2 | FS-4_LACF004 | 20,974 | | \$ - | \$ 24,206 | \$ 2,421 | | | | | |
| A.4.2 | FS 16_LACF016 | 20,340 | | | \$ 23,572 | | | | | | |
| 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 | | | | | | |
| A.4.2 | FS 24_LACF024 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 28_LACF028 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 30_LACF030 | - | Φ. | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 31_LACF031 | 20,340 | | \$ - | \$ 23,572 | \$ 2,357 | | | | | |
| A.4.2 A.4.2 | FS 38_LACF038 FS 44_LACF044 | 13,616 18,781 | \$ 3,232 \$ 4,052 | \$ - \$ - | \$ 16,848 \$ 22,833 | \$ 1,685 \$ 2,283 | | | | | |
| A.4.2 A.4.2 | FS 48_LACF048 | 18,781 25,505 | | | \$ 22,833 \$ 29,557 | | | | | | |
| 71.4.Z | 1.0 TO_LESCI OTO | 25,505 | Ψ 4,032 | φ - | Ψ 29,337 | ψ 2,930 | ψ 20,001 | | | | |

| 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 50_LACF050 | 20,340 | \$ 3,232 | | \$ 23,572 | \$ 2,357 | | |
| A.4.2 A.4.2 | FS 53_LACF053 FS 56_LACF056 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | |
| A.4.2 | FS 58_LACF058 | 13,616 | \$ 3,232 | \$ - | \$ 16,848 | \$ 1,685 | \$ 15,163 | |
| A.4.2 | FS 59_LACF059 | 25,505 | \$ 4,052 | \$ - | \$ 29,557 | \$ 2,956 | | |
| A.4.2 | FS 61_LACF061 | 25,505 | \$ 4,052 | \$ - | \$ 29,557 | \$ 2,956 | | |
| A.4.2 A.4.2 | FS 65_LACF065 FS 68_LACF068 | 25,505 | \$ 4,052 | \$ - \$ - | \$ 29,557 \$ - | \$ 2,956 \$ - | \$ 26,601 | |
| A.4.2 | FS 69_LACF069 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 71_LACF071 | - | | \$ - | - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 72_LACF072 FS 73_LACF073 | 3,921 | \$ 4,052 | \$ - \$ - | \$ 7,973 | \$ - \$ 797 | \$ - \$ 7,176 | |
| A.4.2 | FS 76_LACF076 | 3,521 | Ψ,032 | \$ - | \$ 1,313 | \$ - | \$ - | |
| A.4.2 | FS 77_LACF077 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 78_LACF078 | 18,781 | \$ 4,052 | \$ - | \$ 22,833 | \$ 2,283 | \$ 20,550 | |
| A.4.2 A.4.2 | FS 79_LACF079 FS 80_LACF080 | 25,505 | \$ 4,052 | \$ - \$ - | \$ 29,557 | \$ 2,956 \$ - | \$ 26,601 \$ - | |
| A.4.2 | FS 81_LACF081 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 83_LACF083 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 84_LACF084 | - | | - | - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 85_LACF085 FS 86_LACF086 | 25,505 | \$ 4,052 | \$ - | \$ 29,557 \$ - | \$ 2,956 \$ - | \$ 26,601 \$ - | |
| A.4.2 | FS 87_LACF087 | 20,340 | \$ 3,232 | \$ - | \$ 23,572 | \$ 2,357 | \$ 21,215 | |
| A.4.2 | FS 88_LACF088 | - | , | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 90_LACF090 | 13,616 | \$ 3,232 | \$ - | \$ 16,848 | | | |
| A.4.2 A.4.2 | FS 91_LACF091 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 | · · · | |
| A.4.2 | FS 95_LACF095 | 20,340 | \$ 3,232 | \$ - | \$ 23,572 | | \$ 21,215 | |
| A.4.2 | FS 96_LACF096 | 13,373 | | \$ - | \$ 16,605 | \$ 1,661 | \$ 14,944 | |
| A.4.2 A.4.2 | FS 98_LACF098 FS 99_LACF099 | 25,887 | \$ 3,232 | \$ - | \$ 29,119 | \$ 2,912 \$ - | \$ 26,207 \$ - | |
| A.4.2 | FS 102_LACF102 | - | | \$ - \$ - | \$ - \$ - | \$ - | \$ - | |
| A.4.2 | FS 105_LACF105 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 106_LACF106 | - | | \$ - | \$ - | \$ - | - | |
| A.4.2 A.4.2 | FS 107_LACF107 FS108_LACF108 | 18,781 | \$ 4,052 | \$ - \$ - | \$ 22,833 | \$ - \$ 2,283 | \$ - \$ 20,550 | |
| A.4.2 | FS 111_LACF111 | 25,973 | | \$ - | \$ 22,833 | \$ 3,003 | | |
| A.4.2 | FS 112_LACF112 | - | , | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 114_LACF114 | 25,505 | \$ 4,052 | \$ - | \$ 29,557 | \$ 2,956 | · | |
| A.4.2 A.4.2 | FS 117_LACF117 FS 118_LACF118 | 25,505 | \$ 4,052 | \$ - \$ - | \$ 29,557 \$ - | \$ 2,956 \$ - | \$ 26,601 \$ - | |
| A.4.2 | FS 120_LACF120 | | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 123_LACF123 | 18,781 | \$ 4,052 | \$ - | \$ 22,833 | \$ 2,283 | \$ 20,550 | |
| A.4.2 | FS 129_LACF129 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 132_LACF132 FS 140_LACF140 | 25,505 25,505 | \$ 4,052 \$ 4,052 | \$ - \$ - | \$ 29,557 \$ 29,557 | \$ 2,956 \$ 2,956 | | |
| A.4.2 | FS 141_LACF141 | 18,781 | \$ 4,052 | \$ - | \$ 22,833 | \$ 2,283 | | |
| A.4.2 | FS 144_LACF144 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 146_LACF146 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 149_LACF149 FS 151_LACF151 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | |
| A.4.2 | FS153_LACF153 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 154_LACF154 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 157_LACF157 FS 159_LACF159 | - | | \$ - | \$ - | \$ - \$ - | \$ - \$ - | |
| A.4.2 A.4.2 | FS 159_LACF159 F S 161_LACF161 | - | | \$ - \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 162_LACF162 | | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 163_LACF163 | | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 164_LACF164 FS 169_LACF169 | - | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - | |
| A.4.2 | FS 171_LACF171 | - | | \$ - | - \$ | \$ - | \$ - | |
| A.4.2 | FS 173_LACF173 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 181_LACF181 | | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 183_LACF183 FS 184_LACF184 | | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 A.4.2 | FS 184_LACF184 FS 187_LACF187 | | | \$ - | \$ - | \$ - \$ - | \$ - \$ - | |
| A.4.2 | FS 188_LACF188 | | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 192_LACF192 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 | FS 194_LACF194 | - | | \$ - | \$ - | \$ - | \$ - | |
| A.4.2 A.4.2 | CP 2_LACFCP02 CP 9_LACFCP09 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | |
| - 11.11.2 | | <u> </u> | I | <u> </u> | | _ · | · · | |

SCHEDULE OF PAYMENTS **EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION Unilateral Option Sum** Deliverable/ Task **Unilateral Option Sum** Project Administration for **Unilateral Option** Contract Sum - Payable Amount 10% Holdback **Payable Amount Less** No./ Subtask No./ **Deliverable** for Site Construction Sum Note 2 **Site Construction** 10% Holdback Amount **Amount** Section No. Only Note 1 Exhibit A, B, or Base Do CP 14_LACFCP14 A.4.2 LAC/HARBOR+UCLA MEDICAL 3,032 19,901 A.4.2 CENTER_LACHAR 19,080 2,211 22,112 A.4.2 LAC/OLIVEVIEW+UCLA_LACOLV 3,032 19,901 19,080 22,112 2,211 LAC/USC MEDICAL CENTER LACUSC A.4.2 19,080 3,032 22,112 2,211 19,901 A.4.2FS 005_LAFD005 A.4.2 FS 012_LAFD012 A.4.2FS 015_LAFD015 A.4.2 FS 016_LAFD016 A.4.2FS 019_LAFD019 A.4.2FS 029_LAFD029 A.4.2 FS 035_LAFD035 A.4.2 FS 042_LAFD042 A.4.2 FS 044_LAFD044 \$ FS 047_LAFD047 A.4.2 A.4.2FS 049_LAFD049 A.4.2 FS 055_LAFD055 A.4.2 FS 061_LAFD061 A.4.2 FS 066_LAFD066 3,232 16,849 1,685 15,164 13,617 A.4.2 FS 074_LAFD074 FS 076_LAFD076 A.4.2A.4.2 FS 077_LAFD077 A.4.2 FS 079_LAFD079 \$ \$ A.4.2 FS 080 LAFD080 A.4.2 FS 081_LAFD081 \$ \$ A.4.2 FS 082_LAFD082 \$ A.4.2 FS 084 LAFD084 A.4.2 FS 085 LAFD085 FS 088_LAFD088 A.4.2\$ \$ A.4.2 FS 093_LAFD093 A.4.2 FS 094_LAFD094 \$ \$ A.4.2 FS 095 LAFD095 A.4.2 FS 096_LAFD096 \$ A.4.2 FS 097_LAFD097 A.4.2 FS 101_LAFD101 A.4.2 FS 105_LAFD105 \$ FS 114_LAFD114 \$ A.4.2 A.4.2 Hermosa HQ_LALG100 A.4.2 Zuma Lifeguard HQ_LALG300 Lifeguard Division LALG-HQ A.4.2 14,217 A.4.2 Lancaster_LAN 11,745 4,052 15,797 1,580 \$ A.4.2 77TH Street Area Complex_LAPD077 3,232 22,314 2,231 20,083 19,082 Central Area Complex LAPDCEN A.4.2 A.4.2 Devonshire Area station_LAPDDVN 25,506 4,052 29,558 2,956 26,602 A.4.2 Foothill Area station_LAPDFTH 14,217 11,745 4,052 \$ 15,797 1,580 A.4.2 3,232 1,498 13,479 Hollenbeck Area station_LAPDHLB 11,745 14,977 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 Northeast Area station_LAPDNED 15,797 1,580 | \$ 14,21 North Hollywood Area Station_LAPDNHD 4,052 2,956 \$ 26,602 A.4.2 25,506 29,558 A.4.2 Newton_LAPDNWT 3,232 2,357 21,216 20,341 23,573 Olympic Area station_LAPDOLY A.4.2 11,745 3,232 14,977 1,498 \$ 13,479 Pacific Area station_LAPDPAC A.4.2 20,341 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 1,498 13,479 14,977 Valley Dispatch Center_LAPDVDC A.4.2 A.4.2 Van Nuys Area station_LAPDVNS 25,806 3,232 29,038 2,904 26,134 3,232 A.4.2 Wilshire Area station_LAPDWIL 2,357 21,216 20,341 23,573 \$ A.4.2 West Los Angeles Area station_LAPDWLA 11,745 3,232 14,977 1,498 13,479

3,232

4,052

3,232

4,052

3,232

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3,232

4,052

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3,232

4,052

11,745

25,506

20,341

25,505

20,341

20,341

20,341

11,745

20,341

20,341

25,506

West Valley Area facility_LAPDWVD

Altadena_LASDALD

Crescenta Valley_LASDCVS

Lennox (Closed)_LASDLNX

Santa Clarita Valley_LASDSCV

North County Correctional

Carson_LASDCSN

Industry_LASDIDT

Facility_LASDNCC

Norwalk_LASDNWK

Pico Rivera_LASDPRV

Lakewood_LASDLKD

A.4.2

1,498

2,956

2,357 \$

976

2,357

2,357

2,357 \$

1,580 \$

2,357 \$

2,357 \$

2,956 \$

14,977

29,558

23,573 \$

9,757

23,573

23,573

23,573

15,797 \$

23,573 \$

23,573

29,558

13,479

26,602

21,216

8,781

21,216

21,216

21,216

14,217

21,216

21,216

26,602

| EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION | | | | | | | | | | | |
|---|--|-------------------|--|--------------|--------------------------------------|------------------|--|--|--|--|--|
| Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document) | | Only | Unilateral Option Sum Project Administration for Site Construction Note 1 | Sum Note 2 | Contract Sum - Payable Amount Note 2 | Amount | Payable Amount Less 10% Holdback Amount | | | | |
| A.4.2 | San Dimas_LASDSDM | 11,745 | | \$ - | \$ 15,797 | \$ 1,580 | · | | | | |
| A.4.2 A.4.2 | Temple_LASDTEM FS 2_LBFD002 | 25,506 | \$ 4,052 | \$ - \$ | \$ 29,558 \$ - | \$ 2,956 \$ - | \$ 26,602 \$ - | | | | |
| A.4.2 A.4.2 | FS 6_LBFD006 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 9_LBFD009 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 12_LBFD012 | 1 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS-13_LBFD013 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 21_LBFD021 | | • | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 A.4.2 | HQ_LBFD026 HQ_LBPDHQ | 10.001 | \$ 3,032 | \$ - | \$ - \$ 22,113 | \$ - \$ 2,211 | \$ - \$ 19,902 | | | | |
| A.4.2 A.4.2 | Sylmar Converter Station - E_LDWP220 | 19,081 | \$ 3,032 | \$ - \$ - | \$ 22,113 \$ - | \$ 2,211 | \$ 19,902 | | | | |
| A.4.2 | Lost Hills/Malibu_LHS | 11,745 | \$ 4,052 | \$ - | \$ 15,797 | \$ 1,580 | \$ 14,217 | | | | |
| A.4.2 | FS-2_LVFD002 | - | , | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | La Verne PD_LVRNPD | ī | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS-1_MBFD001 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Mira Loma Detention Facility_MLM | 25,506 | \$ 4,052 | \$ - | \$ 29,558 | \$ 2,956 | \$ 26,602 | | | | |
| A.4.2 | Monrovia PD_MNRVPD | 23,300 | 4,032 | \$ - | \$ 29,338 | \$ 2,930 | \$ 20,002 | | | | |
| A.4.2 | Montebello PD_MNTBLPD | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Monterey Park PD_MNTPKPD | _ | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Mount Olivet Reservoir_MOR | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 2_MRFD002 | | | - | - | \$ - | \$ - | | | | |
| A.4.2 A.4.2 | FS 3_MTBFD03 Mount Weshington MTW | | | \$ - | \$ - | \$ - | \$ - \$ - | | | | |
| A.4.2 | Mount Washington_MTW Goodrich_PASA001 | 11,745 | \$ 4,052 | \$ - \$ - | \$ - \$ 15,797 | \$ - \$ 1,580 | T | | | | |
| | FS 33 PASFD33 | - | \$ - | \$ - | \$ 13,797 | \$ 1,360 | \$ - | | | | |
| A.4.2 | Puente Hills_PHN | 11,745 | | \$ - | \$ 15,797 | \$ 1,580 | \$ 14,217 | | | | |
| A.4.2 | Palmdale_PLM | 11,745 | \$ 4,052 | \$ - | \$ 15,797 | \$ 1,580 | | | | | |
| A.4.2 | LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO | 25,806 | \$ 3,232 | \$ - | \$ 29,038 | \$ 2,904 | ł | | | | |
| A.4.2 | FS 2_RDBFD02 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 A.4.2 | Redondo Beach PD_RDNBPD Reservoir Hill_REH | | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - | | | | |
| A.4.2 | San Pedro City Hall_SCH | _ | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | Southeast Area station_SEP | 20,341 | \$ 3,232 | \$ - | \$ 23,573 | \$ 2,357 | Ψ | | | | |
| A.4.2 | FS-3_SFSFD03 | | , | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS-4_SFSFD04 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | South L.ASLA | 5,021 | \$ 3,232 | \$ - | \$ 8,253 | \$ 825 | · · · · · · · · · · · · · · · · · · · | | | | |
| A.4.2 | FS 2_SMFD002 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 A.4.2 | South Gate PD_SOGTPD San Vicente Peak_SVP | | | \$ - \$ | \$ - | \$ - \$ - | \$ - \$ - | | | | |
| A.4.2 | Southwest Area station_SWP | 20,341 | \$ 3,232 | \$ - \$ - | \$ - \$ 23,573 | \$ 2,357 | T | | | | |
| A.4.2 | City Hall Radio Tower_TORC001 | 20,341 | Ψ 3,232 | \$ - | \$ 23,373 | \$ - | \$ - | | | | |
| A.4.2 | FS 2_TORFD02 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS 3_TORFD03 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | FS-4_TORFD04 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 1_VEFD001 | 20,341 | \$ 3,232 | \$ - | \$ 23,573 | \$ 2,357 | | | | | |
| A.4.2 | FS 3_VEFD003 | 20,341 | \$ 3,232 | \$ - | \$ 23,573 | \$ 2,357 | | | | | |
| A.4.2 A.4.2 | Walnut/Diamond Bar_WAL FS-4_WCFD004 | 11,745 | \$ 4,052 | \$ - \$ | \$ 15,797 \$ - | \$ 1,580 \$ - | \$ 14,217 \$ - | | | | |
| A.4.2 | FS-5_WCFD005 | | | \$ - \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.2 | West Hollywood_WHD | 25,506 | \$ 4,052 | \$ - | \$ 29,558 | T | Ψ | | | | |
| A.4.3 | Construct Site Improvements Per Site: | | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Alhambra PD_ALHPD01 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Arcadia PD_ARCPD01 | 138,543 | | \$ - | \$ 161,275 | \$ 16,128 | | | | | |
| A.4.3 | Azusa PD_AZPD001 | 198,620 | \$ 22,732 | \$ - | \$ 221,352 | | | | | | |
| A.4.3 | Bell Gardens PD_BGPD001 Beverly Hills Rexford | - | | \$ - | - | \$ - | - | | | | |
| A.4.3 | Drive_BHR | - | | \$ - | - | - | - | | | | |
| A.4.3 | Bald Mountain_BMT | 131,284 | \$ 20,858 | \$ - | \$ 152,142 | | | | | | |
| A.4.3 | Baldwin Park PD_BPPD001 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Blue Rock_BRK | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Burnt Peak_BUR | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Burbank PD_BURPD01 Criminal Court Building_CCT | 01.007 | \$ 9,988 | \$ - | \$ - | \$ - | \$ - \$ 27,922 | | | | |
| A.4.3 A.4.3 | Century_CEN | 21,037 131,284 | \$ 9,988 \$ 20,858 | \$ - \$ - | \$ 31,025 \$ 152,142 | | | | | | |
| A.4.3 | Carlton J. Peterson Park_CJP | 131,204 | 20,030 | \$ - | \$ 132,142 | \$ 13,214 | \$ 130,928 | | | | |
| | Claremont Microwave | | | · | | | | | | | |
| A.4.3 | Tower_CLM | 16,528 | | | \$ 19,154 | | | | | | |
| A.4.3 | Claremont PD_CLRMPD1 | - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 2_CPTFD02 | 101 000 | ¢ 22.722 | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 4_CPTFD04 | 131,283 | \$ 22,732 | . | \$ 154,015 | \$ 15,402 | \$ 138,613 | | | | |

| | 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 | Culver City Communications Tower_CULV001 | _ | | \$ - | - | \$ - | \$ - | | | |
| A.4.3 | Downey PD_DWNYPD1 | | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | El Monte PD_ELMNTPD | 217,217 | \$ 20,858 | \$ - | \$ 238,075 | \$ 23,808 | \$ 214,267 | | | |
| A.4.3 | El Segundo PD_ELSGDPD | | A 22.522 | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 A.4.3 | FCCF -HQ_FCCF FS 5_FS5 | 16,529 69,111 | \$ 22,732 \$ 22,732 | \$ - \$ - | \$ 39,261 \$ 91,843 | \$ 3,926 \$ 9,184 | \$ 35,335 \$ 82,659 | | | |
| A.4.3 | Gardena_GARD001 | 80,905 | \$ 22,732 | \$ - | \$ 103,637 | \$ 10,364 | | | | |
| A.4.3 | Glendale Civic Center_GCC | - | 22,782 | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | Glendale Water & Power UOC_GDWP001 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 23_GLNDL23 | - | | - | - | \$ - | \$ - | | | |
| A.4.3 A.4.3 | FS 24_GLNDL24 FS 28_GLNDL28 | <u> </u> | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - | | | |
| A.4.3 | FS 3_LACF003 | 248,552 | \$ 22,732 | \$ - | \$ 271,284 | \$ 27,128 | · | | | |
| A.4.3 | FS 4_LACF004 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS-16_LACF016 | 222,983 | \$ 22,732 | \$ - | \$ 245,715 | \$ 24,572 | | | | |
| A.4.3 | FS 21_LACF021 | 14,504 | \$ 20,858 | \$ - | \$ 35,362 | \$ 3,536 | | | | |
| A.4.3 A.4.3 | FS 23_LACF023 FS 24_LACF024 | 172,577 | \$ 22,732 | \$ - \$ - | \$ 195,309 \$ - | \$ 19,531 \$ - | \$ 175,778 \$ - | | | |
| A.4.3 A.4.3 | FS 28_LACF028 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 30_LACF030 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| 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 | | | | |
| A.4.3 A.4.3 | FS 48_LACF048 FS 50_LACF050 | 131,283 130,232 | | \$ - \$ - | \$ 154,015 \$ 152,964 | \$ 15,402 \$ 15,296 | | | | |
| A.4.3 | FS 53 LACF053 | 130,232 | φ 22,732 | \$ - | \$ 132,904 | \$ 13,290 | \$ 137,008 | | | |
| A.4.3 | FS 56_LACF056 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| 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 | | | | |
| A.4.3 A.4.3 | FS 61_LACF061 FS 65_LACF065 | 26,298 | \$ 20,858 \$ 20,858 | \$ - \$ - | \$ 47,156 | \$ 4,716 \$ 27,667 | \$ 42,440 \$ 248,999 | | | |
| A.4.3 | FS-68_LACF068 | 255,808 | \$ 20,636 | \$ - | \$ 276,666 \$ - | \$ 27,007 | \$ 248,999 | | | |
| A.4.3 | FS 69_LACF069 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | F S 71_LACF071 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 72_LACF072 | - | | \$ - | - | \$ - | \$ - | | | |
| A.4.3 | FS 73_LACF073 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 A.4.3 | FS 76_LACF076 FS 77_LACF077 | <u> </u> | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | |
| A.4.3 | FS 78_LACF078 | 107,672 | \$ 20,858 | \$ - | \$ 128,530 | \$ 12,853 | · | | | |
| A.4.3 | FS 79_LACF079 | 130,231 | \$ 20,858 | \$ - | \$ 151,089 | \$ 15,109 | \$ 135,980 | | | |
| A.4.3 | FS 80_LACF080 | - | | \$ - | \$ - | - | - | | | |
| A.4.3 | FS 81_LACF081 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 A.4.3 | FS 83_LACF083 FS 84_LACF084 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | |
| A.4.3 | FS 85_LACF085 | 241,885 | \$ 22,732 | \$ - | \$ 264,617 | \$ 26,462 | | | | |
| A.4.3 | FS-86_LACF086 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 87_LACF087 | 131,284 | \$ 20,858 | \$ - | \$ 152,142 | \$ 15,214 | | | | |
| A.4.3 A.4.3 | FS 88_LACF088 FS 90_LACF090 | 74,965 | \$ 22,732 | \$ - \$ - | \$ 97,697 | \$ - \$ 9,770 | \$ - \$ 87,927 | | | |
| A.4.3 | FS-91_LACF091 | 14,903 | ÷ 22,132 | \$ - | \$ 97,097 | \$ 9,770 | \$ - | | | |
| A.4.3 | FS 92_LACF092 | 130,231 | \$ 22,732 | \$ - | \$ 152,963 | \$ 15,296 | ' | | | |
| A.4.3 | F S 93_LACF093 | 142,025 | \$ 22,732 | \$ - | \$ 164,757 | \$ 16,476 | · · | | | |
| A.4.3 | FS 95_LACF095 | 227,213 | \$ 20,858 | \$ - | \$ 248,071 | \$ 24,807 | | | | |
| A.4.3 | FS 96_LACF096 | - | | \$ - | - | \$ - | - | | | |
| A.4.3 A.4.3 | FS 98_LACF098 FS 99_LACF099 | | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - | | | |
| A.4.3 | FS 102_LACF102 | | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 105_LACF105 | <u> </u> | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 106_LACF106 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 107_LACF107 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 A.4.3 | FS108_LACF108 | 10,011 | \$ 20,858 | \$ - | \$ 30,869 | | \$ 27,782 | | | |
| A.4.3 A.4.3 | FS 111_LACF111 FS 112_LACF112 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | |
| A.4.3 | FS 114_LACF114 | 131,283 | \$ 20,858 | \$ - | \$ 152,141 | • | \$ 136,927 | | | |
| A.4.3 | FS 117_LACF117 | 260,345 | | \$ - | \$ 283,077 | \$ 28,308 | | | | |
| A.4.3 | FS 118_LACF118 | - | | \$ - | \$ - | \$ - | \$ - | | | |
| A.4.3 | FS 120_LACF120 | - | | \$ - | - | \$ - | \$ - | | | |
| A.4.3 | FS 123_LACF123 | 16,246 | \$ 22,732 | \$ - | \$ 38,978 | \$ 3,898 | | | | |
| A.4.3 A.4.3 | FS 129_LACF129 FS 132_LACF132 | 190,806 | \$ 20,858 | \$ - \$ - | \$ - \$ 211,664 | \$ - \$ 21,166 | \$ - \$ 190,498 | | | |
| A.4.3 A.4.3 | FS 140_LACF140 | 21,038 | | | \$ 211,664 \$ 41,896 | | | | | |
| 11.7.3 | ~ 110_21101110 | 21,036 | 20,030 | - - | 41,070 | 7,190 | 37,700 | | | |

| | EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION | | | | | | | | | | |
|--|---|----------|--|--------------|--------------------------------------|--------------|--|--|--|--|--|
| Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document) | | Only | Unilateral Option Sum Project Administration for Site Construction Note 1 | Sum Note 2 | Contract Sum - Payable Amount Note 2 | Amount | Payable Amount Less 10% Holdback Amount | | | | |
| | FS 141_LACF141 | 25,607 | \$ 20,858 | | \$ 46,465 | | | | | | |
| A.4.3 A.4.3 | FS 144_LACF144 FS 146_LACF146 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | | |
| A.4.3 | FS 149_LACF149 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 151_LACF151 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS153_LACF153 | _ | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 154_LACF154 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 157_LACF157 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 159_LACF159 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 161_LACF161 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 162_LACF162 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 163_LACF163 | | | \$ - | - | \$ - | \$ - | | | | |
| A.4.3 A.4.3 | FS 164_LACF164 FS 169_LACF169 | - | | \$ - | - | \$ - \$ - | \$ - \$ - | | | | |
| A.4.3 | FS 171_LACF171 | - | | \$ - \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 173_LACF173 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 181_LACF181 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 183_LACF183 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 184_LACF184 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 187_LACF187 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 188_LACF188 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 192_LACF192 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 194_LACF194 | - | | \$ - | \$ - | \$ - | - | | | | |
| A.4.3 | CP 2_LACFCP02 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | CP 9_LACECP14 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | CP 14_LACFCP14 LAC/HARBOR+UCLA MEDICAL | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | 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 | | | | | |
| A.4.3 | LAC/USC MEDICAL CENTER_LACUSC | 21,038 | \$ 9,988 | \$ - | \$ 31,026 | \$ 3,103 | \$ 27,923 | | | | |
| A.4.3 | FS-005_LAFD005 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 012_LAFD012 | - | | \$ - | \$ - | - | - | | | | |
| A.4.3 | FS 015_LAFD015 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 016_LAFD016 | - | ¢ | \$ - | - | \$ - | \$ - | | | | |
| A.4.3 A.4.3 | FS 019_LAFD019 FS 029_LAFD029 | - | \$ - | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | | |
| A.4.3 | FS-035_LAFD035 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 042_LAFD042 | _ | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 044_LAFD044 | _ | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 047_LAFD047 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 049_LAFD049 | - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 055_LAFD055 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 061_LAFD061 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 066_LAFD066 | 205,873 | \$ 22,732 | \$ - | \$ 228,605 | \$ 22,861 | \$ 205,744 | | | | |
| A.4.3 | FS 074_LAFD074 | - | | \$ - | - | \$ - | \$ - | | | | |
| A.4.3 A.4.3 | FS 076_LAFD076 | - | | \$ - | - | \$ - \$ - | - | | | | |
| A.4.3 A.4.3 | FS 077_LAFD077 FS 079_LAFD079 | - | | \$ - \$ - | \$ - | \$ - | \$ - \$ - | | | | |
| A.4.3 A.4.3 | FS 080_LAFD080 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 081_LAFD081 | <u> </u> | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 082_LAFD082 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 084_LAFD084 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 085_LAFD085 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 088_LAFD088 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 093_LAFD093 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 094_LAFD094 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| | FS 095_LAFD095 | - | | \$ - | - | \$ - | \$ - | | | | |
| A.4.3 | FS 096_LAFD096 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | FS 097_LAFD097 | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 A.4.3 | FS 101_LAFD101 FS 105_LAFD105 | - | | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - | | | | |
| A.4.3 A.4.3 | FS 114_LAFD114 | - | | \$ - | \$ - \$ - | \$ - | \$ - | | | | |
| A.4.3 | Hermosa HQ_LALG100 | | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Zuma Lifeguard HQ_LALG300 | _ | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Lifeguard Division_LALG-HQ | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Lancaster_LAN | 69,111 | \$ 22,732 | \$ - | \$ 91,843 | · | | | | | |
| A.4.3 | 77TH Street Area Complex_LAPD077 | 21,036 | | | \$ 43,768 | | | | | | |
| A.4.3 | Central Area Complex_LAPDCEN | - | | \$ - | \$ - | \$ - | \$ - | | | | |
| A.4.3 | Devonshire Area station_LAPDDVN | 131,284 | | \$ - | \$ 154,016 | | | | | | |
| A.4.3 | Foothill Area station_LAPDFTH | 80,905 | | - | \$ 103,637 | \$ 10,364 | · · | | | | |
| A.4.3 | Hollenbeck Area station_LAPDHLB | 80,905 | | \$ - | \$ 103,637 | | | | | | |
| A.4.3 | Hollywood Area station_LAPDHWD | 131,284 | \$ 22,732 | \$ - | \$ 154,016 | \$ 15,402 | \$ 138,614 | | | | |

SCHEDULE OF PAYMENTS EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION

| | EXHIBIT (| C.3 - PHASE 2 - | SITE CONSTRU | UCTION & SI | TE MODIFICATION | 1 | |
|---|--|--|---------------------------------------|---------------------|--------------------------------------|------------------------|--|
| Deliverable/ Task No./ Subtask No./ Section No. (Exhibit A, B, or Base Document) | Deliverable | Unilateral Option Sum for Site Construction Only | Site Construction Note 1 | Sum Note 2 | Contract Sum - Payable Amount Note 2 | Amount | Payable Amount Less 10% Holdback Amount |
| | Mission Area station_LAPDMIS | , | \$ 20,858 | - | \$ 89,969 | \$ 8,997 | · |
| | Northeast Area station_LAPDNED North Hollywood Area | 80,905 | \$ 22,732 | \$ - | \$ 103,637 | \$ 10,364 | \$ 93,273 |
| | 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 |
| | Olympic Area station_LAPDOLY | 80,905 | \$ 22,732 | - | \$ 103,637 | . , | \$ 93,273 |
| | Pacific Area station_LAPDPAC | 143,078 | \$ 22,732 | - | \$ 165,810 | \$ 16,581 | \$ 149,229 |
| | Rampart Area station_LAPDRAM | 80,905 | \$ 22,732 | \$ - | \$ 103,637 | \$ 10,364 | · |
| A.4.3 A.4.3 | Topanga Area station_LAPDTOP Valley Dispatch Center_LAPDVDC | 69,111 | \$ 22,732 | \$ - \$ | \$ 91,843 \$ - | \$ 9,184 \$ - | \$ 82,659 \$ - |
| | Van Nuys Area station_LAPDVNS | 21,036 | \$ 22,732 | \$ - | \$ 43,768 | \$ 4,377 | \$ 39,391 |
| | Wilshire Area station_LAPDWIL | 131,285 | \$ 20,858 | \$ - | \$ 152,143 | \$ 15,214 | \$ 136,929 |
| | West Los Angeles Area station_LAPDWLA | 69,111 | \$ 22,732 | \$ - | \$ 91,843 | \$ 9,184 | · |
| | 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 | 41,846 | | \$ - | \$ 53,212 | \$ 5,321 | \$ 47,891 |
| | Industry_LASDIDT Lakewood LASDLKD | 203,284 131,284 | \$ 22,732 \$ 22,732 | \$ <u>-</u> \$ - | \$ 226,016 \$ 154,016 | \$ 22,602 \$ 15,402 | \$ 203,414 \$ 138,614 |
| A.4.3 A.4.3 | Lakewood_LASDLKD Lennox (Closed)_LASDLNX | 131,284 143,078 | · · · · · · · · · · · · · · · · · · · | \$ - | \$ 154,016 \$ 165,810 | \$ 15,402 \$ 16,581 | · |
| 11.7.3 | North County Correctional | 143,070 | 4 22,132 | - <u>-</u> | Ψ 103,010 | Ψ 10,501 | Ψ 143,423 |
| | Facility_LASDNCC | 07,111 | \$ 20,858 | - | \$ 89,969 | \$ 8,997 | · |
| | Norwalk_LASDNWK | 131,284 | \$ 22,732 | \$ - | \$ 154,016 | \$ 15,402 | · · |
| | Pico Rivera_LASDPRV | 198,620 | \$ 20,858 | \$ - | \$ 219,478 | \$ 21,948 | |
| | Santa Clarita Valley_LASDSCV | 203,284 | | \$ - \$ - | \$ 226,016 | \$ 22,602 \$ 10,176 | |
| A.4.3 A.4.3 | San Dimas_LASDSDM Temple_LASDTEM | 80,905 131,284 | | \$ - | \$ 101,763 \$ 154,016 | \$ 10,176 \$ 15,402 | |
| | FS 2_LBFD002 | 131,264 | 22,732 | \$ - | \$ 134,010 | \$ 13,402 | \$ 138,014 |
| A.4.3 | FS 6_LBFD006 | | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | FS 9_LBFD009 | | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | FS 12_LBFD012 | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | FS 13_LBFD013 | | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | FS 21_LBFD021 | | | \$ - | - | \$ - | \$ - |
| | HQ_LBFD026 | 21.020 | \$ - | \$ - | \$ - | \$ - | \$ - \$ 27,923 |
| | HQ_LBPDHQ Sylmar Converter Station - E_LDWP220 | 21,038 | \$ 9,988 | \$ - \$ - | \$ 31,026 | \$ 3,103 | \$ 21,925 |
| A.4.3 | Lost Hills/Malibu_LHS | 69,111 | \$ 20,858 | \$ - | \$ 89,969 | \$ 8,997 | \$ 80,972 |
| A.4.3 | FS 2_LVFD002 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | La Verne PD_LVRNPD | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | FS 1_MBFD001 | | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | Mira Loma Detention | 121 204 | \$ 22.722 | ¢ | ¢ 154.016 | \$ 15,402 | \$ 138,614 |
| | Facility_MLM Monrovia PD_MNRVPD | 131,284 | \$ 22,732 | \$ - \$ - | \$ 154,016 | \$ 13,402 | \$ 138,014 |
| | Montebello PD_MNTBLPD | | | \$ - | \$ - | \$ - | \$ - |
| | Monterey Park PD_MNTPKPD | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | Mount Olivet Reservoir_MOR | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | FS 2_MRFD002 | | | - | \$ - | \$ - | \$ - |
| | FS 3_MTBFD03 | | | - | \$ - | \$ - | \$ - |
| | Mount Washington_MTW Goodrigh PASA001 | - 20.111 | \$ 22.722 | \$ - | \$ - | \$ - | \$ - |
| A.4.3 A.4.3 | Goodrich_PASA001 FS-33_PASFD33 | 69,111 | \$ 22,732 \$ | \$ - \$ - | \$ 91,843 | \$ 9,184 | \$ 82,659 \$ |
| | Puente Hills_PHN | 80,905 | \$ 22,732 | \$ - | \$ 103,637 | \$ 10,364 | \$ 93,273 |
| | Palmdale_PLM | 80,905 | \$ 22,732 | \$ - | \$ 103,637 | \$ 10,364 | |
| | LAC/RANCHO LOS AMIGOS NATIONAL REHAB CTR_RANCHO | 73,618 | | \$ - | \$ 94,476 | \$ 9,448 | |
| A.4.3 | FS 2_RDBFD02 | , | | \$ - | \$ - | \$ - | \$ - |
| | Redondo Beach PD_RDNBPD | | | \$ - | - | \$ - | \$ - |
| | Reservoir Hill_REH Son Padro City Hall SCH | | | \$ - | | \$ - | \$ - |
| | San Pedro City Hall_SCH Southeast Area station_SEP | 143,078 | \$ 22,732 | \$ - \$ - | \$ - \$ 165,810 | \$ - \$ 16,581 | \$ - \$ 149,229 |
| | FS 3_SFSFD03 | 143,078 | Ψ 22,132 | \$ - | \$ 105,810 | \$ 10,381 | \$ 149,229 |
| | FS 4_SFSFD04 | - | | \$ - | \$ - | \$ - | \$ - |
| | South L.ASLA | 16,529 | \$ 22,732 | \$ - | \$ 39,261 | \$ 3,926 | · |
| | FS 2_SMFD002 | | | \$ - | \$ - | \$ - | \$ - |
| | South Gate PD_SOGTPD | - | - | \$ - | \$ - | \$ - | \$ - |
| | San Vicente Peak_SVP | - | Φ 22 -22 | - | \$ - | \$ - | \$ - |
| A.4.3 A.4.3 | Southwest Area station_SWP City Hall Radio Tower_TORC001 | 131,284 | \$ 22,732 | \$ - | \$ 154,016 | \$ 15,402 | \$ 138,614 \$ - |
| | FS 2_TORFD02 | | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - |
| | FS 3_TORFD03 | | | \$ - | \$ - | \$ - | \$ - |
| | FS 4_TORFD04 | | | \$ - | \$ - | \$ - | \$ - |
| | FS 1_VEFD001 | 131,284 | \$ 22,732 | | \$ 154,016 | \$ 15,402 | \$ 138,614 |

| | EXHIBIT (| | CHEDULE OF P. | | TE MODIFICATION | N | |
|---|--|--|--|------------------------------|--------------------------------------|------------------------|--|
| 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 3_VEFD003 | 131,284 | \$ 22,732 | \$ - | \$ 154,016 | \$ 15,402 | · |
| A.4.3 | Walnut/Diamond Bar_WAL | 80,905 | \$ 20,858 | \$ - | \$ 101,763 | \$ 10,176 | · · · · · · · · · · · · · · · · · · · |
| A.4.3 A.4.3 | FS 4_WCFD004 FS 5_WCFD005 | | | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - |
| A.4.3 | West Hollywood_WHD | 131,285 | \$ 20,858 | \$ - | \$ 152,143 | \$ 15,214 | т |
| Base 22.2.2 | Builder's Risk Insurance | 173,938 | \$ - | \$ - | \$ 173,938 | | \$ 173,938 |
| Base 22.3.2 | Performance Bond for Phase 2 – Site Construction and Site Modification Materials and Labor Bond for Phase 2 – Site | 288,800 | \$ - | \$ - | \$ 288,800 | | \$ 288,800 |
| Base 22.3.3 | Construction and Site Modification | Included | \$ - | \$ - | \$ - | \$ - | - |
| | Subtotal: | \$ 12,683,888 | \$ 2,296,075 | \$ - | \$ 14,960,163 | \$ 1,449,780 | \$ 13,510,383 |
| | | ADDIT | ONAL SITES (AM | ENDMENT NO. | 8) | | |
| | General Criteria for Phase 2 – Site | | | | | | |
| A.4.1 | Construction & Site Modification Per Site: | | | • | Φ. | ¢. | ¢. |
| A.4.1 A.4.1 | FS 101_LACF101 (replacing CLRMPD1) Oat Mountain_ONK | 6,375 | \$ - | \$ - \$ - | \$ - \$ 6,375 | \$ - \$ 638 | \$ - \$ 5,737 |
| A.4.1 | Rolling Hills Transit_RHT | - 0,373 | \$ - | \$ - | \$ 0,373 | \$ - | \$ - |
| 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 | |
| A.4.1 | FS 54_LACF054 (replacing SOGTPD) | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.2 A.4.2 | Site Preparation Per Site: | | | \$ - | - | ¢ | ¢ |
| | FS 101_LACF101 (replacing CLRMPD1) Oat Mountain_ONK | 25,505 | ¢ . | \$ - \$ - | \$ 25,505 | \$ - \$ 2,551 | \$ - \$ 22,954 |
| A.4.2 | Rolling Hills Transit_RHT | 23,303 | \$ - | \$ - | \$ 23,303 | \$ 2,331 | \$ 22,934 |
| 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 | |
| A.4.2 | FS 54_LACF054 (replacing SOGTPD) | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | Construct Site Improvements Per Site: | | | \$ - | \$ - | | |
| A.4.3 | FS 101_LACF101 (replacing CLRMPD1) | - | Φ. | \$ - | - | \$ - | \$ - |
| A.4.3 A.4.3 | Oat Mountain_ONK Rolling Hills Transit_RHT | 143,079 | \$ - | \$ - | \$ 143,079 | \$ 14,308 | \$ 128,771 \$ - |
| 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) | - | | \$ - | \$ - | \$ - | \$ - |
| Total for Add | litional Sites (Amendment No. 8) | \$ 306,853 | \$ - | \$ - | \$ 306,853 | \$ 30,688 | \$ 276,165 |
| | | | IONAL SITES (AM | | | | |
| | General Criteria for Phase 2 – Site | | | | | | |
| A.4.1 | Construction & Site Modification Per Site: | | | | | | |
| A.4.1 | Baldwin Hills_BAH | - | \$ - \$ - | \$ - | \$ - | \$ - | \$ - |
| A.4.1 A.4.1 | Compton Court Building_CCB FS 69_LAFD069 (Replacing LAFD019) | - | 5 - | \$ - \$ - | \$ - \$ - | \$ - \$ - | \$ - \$ - |
| Α.τ.1 | FS 12_LBFD012N (Replacing | | | | <u>-</u> | Ψ - | Ψ |
| A.4.1 | 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 |
| Α.τ.1 | City of Los Angeles DWP_LDWP243 | 0,047 | ψ 1,013 | - φ | 9,000 | ψ 700 | ψ 0,074 |
| A.4.1 | (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 A.4.2 | Compton Court Building_CCB FS 69_LAFD069 (Replacing LAFD019) | - | φ - | \$ - \$ - | \$ - | \$ - \$ - | \$ - \$ - |
| <i>1</i> 1. ⊤ . ∠ | FS 12_LBFD012N (Replacing | | | - | - | <u>-</u> | - |
| A.4.2 | LBFD012(O)) | 11,745 | \$ 3,232 | \$ - | \$ 14,977 | \$ 1,498 | \$ 13,479 |
| A.4.2 | City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026) City of Los Angeles DWP_LDWP243 | - | | \$ - | \$ - | \$ - | \$ - |
| A.4.2 | (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) FS 12_LBFD012N (Replacing | - | | \$ - | - | \$ - | \$ - |
| A.4.3 | LBFD012(O)) | 69,111 | \$ 20,858 | \$ - | \$ 89,969 | \$ 8,997 | \$ 80,972 |
| A.4.3 | City of Long Beach 911 Dispatch_LBECOC (Replacing LBFD026) | | | \$ - | \$ - | \$ - | \$ - |
| A.4.3 | City of Los Angeles DWP_LDWP243 (Replacing LDWP220) | 131,285 | \$ 20,858 | \$ - | \$ 152,143 | \$ 15,214 | \$ 136,929 |
| Total for Add | litional Sites (Amendment No. 9) | \$ 261,715 | | \$ - | \$ 313,754 | | \$ 282,378 |
| | | | ONAL SITES (AMI | | • | | |
| | Ganaral Critaria for Dh 2 Si | | | | | | |
| A.4.1 | General Criteria for Phase 2 – Site Construction & Site Modification Per Site: | | | | | | |
| | | ()75 | \$ 1,013 | ¢ | ф 7.200 | ¢ 720 | Φ 6.540 |
| A.4.1 | Parking Lot at Pasadena PD_PASDNPD | 6,375 | \$ 1.015 | \$ - | \$ 7,388 | \$ 739 | \$ 6,649 |

SCHEDULE OF PAYMENTS **EXHIBIT C.3 - PHASE 2 - SITE CONSTRUCTION & SITE MODIFICATION Unilateral Option Sum** Deliverable/ Task **Unilateral Option Sum** Project Administration for **Unilateral Option** Contract Sum - Payable Amount 10% Holdback **Payable Amount Less** No./ Subtask No./ **Deliverable** for Site Construction Sum Note 2 **Site Construction** 10% Holdback Amount **Amount** Section No. Only Note 1 Exhibit A. R. or Rase D. 2,986 4,052 26,872 Parking Lot at Pasadena PD_PASDNPD 29,858 A.4.2 25,806 A.4.3 Construct Site Improvements Per Site: A.4.3 Parking Lot at Pasadena PD PASDNPD 20,858 37,705 21,036 4,189 41,894 Total for Additional Site (Amendment No. 11) 53,217 25,923 79,140 7,914 71,226 ADDITIONAL SITES (AMENDMENT NO. 13) General Criteria for Phase 2 – Site A.4.1 Construction & Site Modification Per Site: Los Angeles Port Police_LAPP001 A.4.1 (Replacing LAFD049) 1,013 739 6,649 6,375 7,388 A.4.2 Site Preparation Per Site: Los Angeles Port Police_LAPP001 (Replacing LAFD049) A.4.220,341 3,232 23,573 2,357 21,216 A.4.3 Construct Site Improvements Per Site: Los Angeles Port Police_LAPP001 15,402 \$ A.4.3 (Replacing LAFD049) 22,732 138,614 131,284 154,016 Total for Additional Site (Amendment No. 13) 158,000 26,977 184,977 18,498 166,479 **EXCESS EQUIPMENT (AMENDMENT NO. 18)** 72 Hour GenSet 24 Hour GenSet 141,204 14.12 127.08 70' Monopole 114,254 1,028,282 1,142,536 70' Monopole Platforms 219,132 21,913 197,219 22,544 45' Monopole 25,049 2,505 2,063,171 Hose Tower 206,317 1,856,854 Flagpole 108,855 10,886 97,969 162,047 Monopine 180,052 18,005 owers Stopped in Fabrication 124,54 12,45 112.09 Towers Stopped in Engineering Generator Restocking Fee \$ 3,604,091 **Total for Excess Equipment (Amendment No. 18)** \$ 4,004,546 400,455 TOTAL FOR PHASE 2 - SITE CONSTRUCTION 13,463,673 2,401,014 19,849,433 1,938,711 17,910,722 AND SITE MODIFICATION:

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.20.2 (PSBN ROUND 2 COLLOCATION SITES BILL OF MATERIALS) PSBN ROUND 2 COLLOCATION SITES 2

(WMP2)

| | | | (, , , , , | <i>-,</i> | | | | | | |
|---|--|-------------------------------|--------------------------|---|---------------------------|--|---------|---|---------------------------|---|
| Deliverable/ Task No./ Subtask No. (Exhibit A.1) | Deilverable | Price Extended to Motorola | Unilateral Option Sum | Contract Sum -Full Payable Amount | 10% Holdback Amount | Payble Amount Less 10%Holdback Amount | Phase | Contract Sum -Full Payable Amount | 10% Holdback Amount | Payble Amour Less 10%Holdback Amount |
| | PHASE 1 - SYST | EM DESI | GN | | | | | Collocation S | Site 2 Summa | ary |
| | Architechtural and Engineering Work and Costs: | | | | | | Phase 1 | \$ 61,720 | \$ 6,172 | \$ 55,54 |
| A.4 -A.6 | Construction Drawings (excludes Grading & Drainage Plan as required by AHJ; excludes design of methane migration mitigation measures as needed by AHJ) | \$ 15,000 | \$ 17,250 | \$ 17,250 | \$ 1,725 | \$ 15,525 | Phase 2 | \$ 149,215 | \$ 14,922 | \$ 134,29 |
| A.4 -A.6 | Structural Seismic calculations as required by AHJ (cabinets and trays) | \$ 7,500 | \$ 8,625 | \$ 8,625 | \$ 863 | \$ 7,763 | Phase 3 | \$ 357,839 | \$ - | \$ 357,83 |
| A.4 -A.6 | Site Design Visit | \$ 1,800 | \$ 2,070 | \$ 2,070 | \$ 207 | \$ 1,863 | Phase 4 | \$ 79,208 | \$ 7,921 | \$ 71,28 |
| A.4 -A.6 | Custom foundation Design for equipment pad, for site specific soils - excludes pile foundations, methane migration mitigation measures | \$ 3,500 | \$ 4,025 | \$ 4,025 | \$ 403 | \$ 3,623 | Total: | \$ 647,982 | \$ 29,014 | \$ 618,90 |
| A.4 -A.6 | Record Drawings | \$ 2,000 | \$ 2,300 | \$ 2,300 | \$ 230 | \$ 2,070 | | | | |
| A.4 -A.6 | Structural Analysis of Self Supported Towers Less than 500 Feet | \$ 4,000 | \$ 4,600 | \$ 4,600 | \$ 460 | \$ 4,140 | 1 | | | |
| A.4 -A.6 | Permit Preparation for Collocated Site (Excludes Environmental Permitting) | \$ 1,500 | \$ 1,725 | 5 \$ 1,725 | \$ 173 | \$ 1,553 | 1 | | | |
| A.4 -A.6 | Permit Submission, Coordination, and Expediting for Collocated Site (Excludes Environmental Permitting) | \$ 3,500 | \$ 4,025 | \$ 4,025 | \$ 403 | \$ 3,623 |] | | | |
| A.4 -A.6 | Costs of Local Permits (Electrical, Building, etc.) and Procurement of Information Necessary for Filing | \$ 5,000 | \$ 5,750 | \$ 5,750 | \$ 575 | \$ 5,175 | | | | |

50,370

50,370 \$

50,370 \$

11,350 \$

61,720 \$

5,037

1,135

6,172

45,333

10,215

55,548

43,800

43,800

| | Site Construction and Civil Work: | | | | | | |
|-----|---|--------------|--------------|--------------|----------|-------|--|
| | Pour concrete pad for (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR | | | | | | |
| | cabinet, (1) Vertiv Battery cabinet, (1) future LTE cabinet. (Max size 7'x17'). Excludes any | | | | | | |
| B.1 | special provisions for methane migration as required by AHJ. | \$ 18,000 | \$ 20,700 | \$ 20,700 | \$ 2,07 | \$ | |
| B.1 | Supply and install H-Frame, meter can, disconnect etc. | \$ 4,600 | \$ 5,290 | \$ 5,290 | \$ 529 | \$ | |
| B.1 | Install of customer supplied fiber mux/telco box, PPC on H-Frame | \$ 1,900 | \$ 2,185 | \$ 2,185 | \$ 219 | \$ | |
| B.1 | Supply and install conduits and conductors from H-Frame to Equipment pad | \$ 13,100 | \$ 15,065 | \$ 15,065 | \$ 1,50 | \$ | |
| B.1 | Supply and install cable tray from tower to equipment (max 25') | \$ 5,500 | \$ 6,325 | \$ 6,325 | \$ 633 | \$ | |
| B.1 | Exterior grounding for equipment pad and cable tray and tie to existing compound grounding per R56 | \$ 7,500 | \$ 8,625 | \$ 8,625 | \$ 863 | \$ \$ | |
| B.1 | Megger three point grounding test of the site | \$ 1,500 | \$ 1,725 | \$ 1,725 | \$ 173 | \$ | |
| B.1 | Install (3) Ericcson RBS 6101 LTE cabinet, (1) Ericcson RBS 6101 TMR cabinet, (1) Vertiv Battery cabinet | \$ 13,750 | \$ 15,813 | \$ 15,813 | \$ 1,58 | \$ | |
| B.1 | Power systems cabling | \$ 3,200 | \$ 3,680 | \$ 3,680 | \$ 36 | \$ | |
| B.1 | Pour concrete pad for 30kW Generac generator and belly fuel tank. Excludes any special provisions for methane migration as required by AHJ. Install 30kW Generac generator (includes transport to site, offload, bolt down and wiring to | \$ 8,500 | \$ 9,775 | \$ 9,775 | \$ 97 | \$ | |
| B.1 | ATS. Assumes pickup is in LA County) | \$ 8,500 | \$ 9,775 | \$ 9,775 | \$ 973 | \$ | |
| | Subtotal of Site Construction & Civil Work: | \$ 86,050 | \$ 98,958 | \$ 98,958 | \$ 9,890 | \$ | |
| C.2 | Warehousing (12 Months) | \$ 6,450 | \$ 7,418 | \$ 7,418 | \$ 74 | 2 \$ | |
| | Project Administration for Phase 2 | \$ - | \$ - | \$ 42,840 | \$ 4,28 | \$ | |

Subtotal of Architectural and Engineering:

Project Administration for Phase 1

Collocation Site 2 - Phase 1 Total:

| | PHASE 4 - PSBN IMP | LE | MENT | 'A' | TION | | | |
|--------------------|---|----|--------|-----|--------|--------------|----------|--------------|
| | Installation Work: | | | | | | | |
| D.1 - D.5 | Install LNX-6515DS-VTM antennas and 7/8" coax | \$ | 27,975 | \$ | 32,171 | \$ 32,171 | \$ 3,217 | \$ 28,954 |
| D.1 - D.5 | Install GPS antennas on tower | \$ | 1,250 | \$ | 1,438 | \$ 1,438 | \$ 144 | \$ 1,294 |
| D.1 - D.5 | Sweep testing | \$ | 5,000 | \$ | 5,750 | \$ 5,750 | \$ 575 | \$ 5,175 |
| D.1 - D.5 | Spoils Haul Off | \$ | 3,200 | \$ | 3,680 | \$ 3,680 | \$ 368 | \$ 3,312 |
| | Subtotal of Installation Work: | \$ | 37,425 | \$ | 43,039 | \$ 43,039 | \$ 4,304 | \$ 38,735 |
| | Project Administration for Phase 4 | \$ | - | \$ | - | \$ 36,169 | \$ 3,617 | \$ 32,552 |
| Collocation Site 2 | - Phase 4 Total: | \$ | 37,425 | \$ | 43,039 | \$ 79,208 | \$ 7,921 | \$ 71,287 |

| | | PHA | ASE 3 - SUI | PPLY PS | BN COMI | PONENT | S | | | | |
|----------------------|--------------|---|----------------------------------|---------------------------------|----------------------------|--------------------------------|---|-----------------------|---|---------------------------|--|
| Equipment/ System | Manufacture | Item Description | Manufacturer /Model Number | Total Site Order Quantity | Applicable Asset Number | Applicable Serial Number | New Equipment Price Extended to Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback |
| eNB Collocation Si | te Equipment | | | | | | | | | | |
| | | | | | 1003075 | SD16K860591 | NA | \$ 72,855.00 | \$ 72,855.00 | \$ - | \$ 72,855.00 |
| | | LTE ENB>OUTDOOR (Equipped Cabinet/RBS 6101 AGO) W/ | RBS6101AC3BW5 | | 1003098 | D16K870577 | NA | \$ 72,855.00 | \$ 72,855.00 | \$ - | \$ 72,855.00 |
| eNB | ERICSSON | 2TX/4RX Configuration License | B14DUS41 | 3 | 1003121 | SD16K857924 | NA | \$ 72,855.00 | \$ 72,855.00 | \$ - | \$ 72,855.00 |
| eNB | ERICSSON | Lock/Lock Key Cabinet Key Only | SMB102103/1 | 3 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| eNB | ERICSSON | RET CONTROL CABLE , BLACK 3.0 M | 1/TSR48421/3000 | 9 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| eNB | ERICSSON | Handle2 / Lock Handle | SXK1072465/1R1 | 3 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| eNB | ERICSSON | Modulen/GPS 02 01; GPS Receiver Unit | 1PNCD90141/1R2B | 1 | 1003699 | TU8KQ53032 | NA | \$ 1,422.00 | \$ 1,422.00 | \$ - | \$ 1,422.00 |
| eNB | ERICSSON | RET INTERFACE UNIT (Tranceiver RIU E60941941) | KRC115032/2 | 1 | 1003095 | T89R198488 | NA | \$ 1,098.33 | \$ 1,098.33 | \$ - | \$ 1,098.33 |
| eNB | ERICSSON | RET INTERFACE UNIT (Tranceiver RIU E60941941) | KRC115032/3 | 1 | 1003096 | T89R198491 | NA | \$ 1,098.33 | \$ 1,098.33 | \$ - | \$ 1,098.33 |
| eNB | ERICSSON | RET INTERFACE UNIT (Tranceiver RIU E60941941) | KRC115032/4 | 1 | 1003097 | T89R198500 | NA | \$ 1,098.33 | \$ 1,098.33 | \$ - | \$ 1,098.33 |
| eNB | ERICSSON | RET INTERFACE UNIT (Tranceiver RIU E60941941) | KRC115032/5 | 1 | 1003118 | T89R198447 | NA | \$ 1,098.33 | \$ 1,098.33 | \$ - | \$ 1,098.33 |
| eNB | ERICSSON | RET INTERFACE UNIT (Tranceiver RIU E60941941) | KRC115032/6 | 1 | 1003119 | T89R198460 | NA | \$ 1,098.33 | \$ 1,098.33 | \$ - | \$ 1,098.33 |
| eNB | ERICSSON | RET INTERFACE UNIT (Tranceiver RIU E60941941) | KRC115032/7 | 1 | 1003120 | T89R198496 | NA | \$ 1,098.33 | \$ 1,098.33 | \$ - | \$ 1,098.33 |
| eNB | COMMSCOPE | RET CONTROL CABLE AISG 8 PIN DIN M - 8 PIN DIN F 9M | ATCB-B01-009 | 3 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| e NB | ERICSSON | Antenna/GPS Active Antenna | 1PKRE1012082/1 | θ | NA | NA | \$ 1,868.51 | \$ 2,055.36 | \$ | \$ | - \$ |
| e NB | ERICSSON | Ericsson, UCXMU03,,,,Baseband R503,(XMU03) | KDU137949/1 | θ | NA | NA | \$ 1,780.47 | \$ 1,958.52 | - | -\$ | - \$ |
| eNB | ERICSSON | Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,, | RPM2530292/5000, | θ | NA | NA | \$ 40.52 | \$ 44.57 | <u> </u> | -\$ | -\$ |
| eNB | ERICSSON | Antenna/GPS Active Antenna | TSR 951 345 | 1 | NA | NA | \$ 301.13 | \$ 331.24 | \$ 331.24 | \$ - | \$ 331.24 |
| eNB | ERICSSON | Railing Mounting Set | N/A | 1 | NA | NA | \$ 4.38 | \$ 4.82 | \$ 4.82 | \$ - | \$ 4.82 |
| eNB | ERICSSON | Ericsson,UCXMU03,,,,Baseband R503,(XMU03) | INF 901 6000 | 3 | NA | NA | \$ 1,780.47 | \$ 1,958.52 | \$ 5,875.55 | \$ - | \$ 5,875.55 |
| eNB | ERICSSON | Ericsson,RPM2530292/5000,,,,CPRI cascade cable for RRUS,02/11/12,5m,, | RPM2530292 | 6 | NA | NA | \$ 40.52 | \$ 44.57 | \$ 267.40 | \$ - | \$ 267.40 |

| | | PHA | SE 3 - SUI | PPLY PSI | BN COMI | PONENT | S | | | | |
|----------------------|--------------------|---|--|---------------------------------|----------------------------|--------------------------------|---|-----------------------|---|---------------------------|--|
| Equipment/ System | Manufacture | Item Description | Manufacturer /Model Number | Total Site Order Quantity | Applicable Asset Number | Applicable Serial Number | New Equipment Price Extended to Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback |
| Lines and Antennas | s Equipment | I | | | | | | | | | |
| | | | | | 1002599 | 14US462281616 | NA | \$ 2,177.33 | \$ 2,177.33 | \$ - | \$ 2,177.33 |
| | | | | | 1002603 | 14US462281622 | NA | \$ 2,177.33 | \$ 2,177.33 | \$ - | \$ 2,177.33 |
| | | | | | 1002605 | 14US462281630 | NA | \$ 2,177.33 | \$ 2,177.33 | \$ - | \$ 2,177.33 |
| | | | | | | | | | | | |
| | | | | | 1002606 | 14US462281632 | NA | \$ 2,177.33 | \$ 2,177.33 | \$ - | \$ 2,177.33 |
| | | | | | 1002613 | 14US462281643 | NA | \$ 2,177.33 | \$ 2,177.33 | \$ - | \$ 2,177.33 |
| Lines and Antennas | ERICSSON | Antenna, Lowband; with Actuator LNX-6515DS-A1M, DUA | DQLNX6515DSA1 M | 6 | 1002614 | 14US462281645 | NA | \$ 2,177.33 | \$ 2,177.33 | \$ - | \$ 2,177.33 |
| Lines and Antennas | PNS | Antenna Sector frame | VFA14RRU or other mount as recommended by towerdesigner | 2 | NA | NA | \$ 1,815.00 | \$ 2,186.17 | \$ 4,372.34 | \$ - | \$ 4,372.34 |
| | | | | | | | | | | | |
| Lines and Antennas | MOTOROLA VENDOR | LDX7X RF Cabling - Coax, PIM Tested, PreCut Cable LDF7X Feeder Cables (4 Feeders Per Sector Total of 108) (This may be Part of Civil Quote) | LRPGDLTELINE LRPGDLTEACCY | 1 | NA | NA | \$ 7,237.31 | \$ 7,961.05 | \$ 7,961.05 | \$ - | \$ 7,961.05 |
| Lines and Antennas | MOTOROLA VENDOR | Ground Bar - 4"x18" tinned w/ hardware (MEGA) | UGBKIT-0420-T | 3 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | SPD Mounting Bracket | BFD-C | 12 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | RF SPD, 698 MHZ-2.5 GHZ, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED | TSXDC-DFM-C | 12 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | DIN-FEMALE EZFIT CONNECTOR FOR 7/8 INCH COAXIAL CABLE (AVA5-50FX) | 78EZDF | 24 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | WEATHERPROOFING KIT FOR CONNECTORS | 245174 | 24 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | SUPPORT HOISTRING GRIP FOR 7/8" COAXIAL CABLE | L5SGRIP | 12 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | GROUNDING KIT FOR 5/8" & 7/8" CABLE | CSG78-06B1A | 36 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | SSH-78 7/8" SNAPSTAK HANGER 10PK | SSH-78 | 10 | NA | NA | \$ - | \$ - | \$ - | \$ - | - |
| Lines and Antennas | MOTOROLA VENDOR | FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 1M (3.281 FT) | F4ADMDM1MP | 3 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 3M (9.843 FT) | F4ADMDM3MP | 3 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M STR 4M (13.123 FT) | F4ADMDM4MP | 9 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | FSJ4-50B 1/2" CABLE ASSY 7/16" DIN M STR - DIN M RIGHT 3M (9.843 FT) | F4ADMDR3MP | 12 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | 1/2" CABLE HANGER KIT STAINLESS | | 5 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | Cable tray 18" x 5" x 12' | LT-18-4D | 2 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | Cable tray cover for 18" tray | LT-VSS-18 | 2 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lines and Antennas | MOTOROLA VENDOR | Mechanical Downtilt Kit | 850-10013 | 1 | NA | NA | \$ - | \$ - | \$ - | \$ - | \$ - |
| TMR / Transport C | abinet Equipment | | | | | | | | | | |

| | | PHA | SE 3 - SUI | PPLY PSI | BN COMI | PONENT | S | | | | |
|---------------------------------------|----------------------------------|---|----------------------------------|---------------------------------|----------------------------|--------------------------------|---|-----------------------|---|---------------------------|--|
| Equipment/ System | Manufacture | Item Description | Manufacturer /Model Number | Total Site Order Quantity | Applicable Asset Number | Applicable Serial Number | New Equipment Price Extended to Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount | 10% Holdback Amount | Payable Amount Less 10% Holdback |
| TMR / Transport Cabinet Equipment | ERICSSON | TMR Equipped Cabinet 6101 AGO | BMK90594 | 1 | 1004145 | SD16P247758 | NA | \$ 12,841.00 | \$ 12,841.00 | \$ - | \$ 12,841.00 |
| TMR / Transport Cabinet Equipment | ERICSSON | Set of Materials Lift Eye Bolt (SAR201 160/03) 4 PCS | NTM2011285/1 | 1 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| TMR / Transport Cabinet Equipment | ERICSSON | Handle2 / Lock Handle | SXK1072465/1R1 | 1 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| TMR / Transport Cabinet Equipment | ERICSSON | Set of Materials/Expander Bolts M12X90MM (Anchor Kit) | NTM 201 2977/2 | 1 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| TMR / Transport Cabinet Equipment | ERICSSON d Battery Back Up (E | Lock/Lock Key Cabinet Key Only | SMB102103/1 | 1 | NA | NA | NA | \$ - | \$ - | \$ - | \$ - |
| DC Power Plant and DC Power Plant and | а ванегу васк Ор (в | BB() equipment | | | | | | | | | |
| BBU | Vertiv | ATT POWER CABINET, 48V, | F1011032 | 0 | NA | NA | \$ 5,790.36 | \$ 6,369.40 | \$ - | \$ - | \$ - |
| DC Power Plant and BBU | Emerson Energy | Emerson Energy,102274, CB; HYD MAG; 1P; 5A; 80VDC;,SPDT (ETRIP,ONLY), | 102274 | 0 | NA | NA | \$ 11.11 | \$ 12.23 | \$ - | \$ - | \$ - |
| DC Power Plant and BBU | Emerson Energy | Emerson Energy,102278,CB; HYD MAG; 1P; 25A; 80VDC;,SPDT (ETRIP,ONLY), | 102278 | 0 | NA | NA | \$ 11.11 | \$ 12.23 | \$ - | \$ - | \$ - |
| DC Power Plant and BBU | Emerson Energy | Emerson Energy,102282, CB; HYD MAG; 1P; 50A; 80VDC;,SPDT (E-TRIP,ONLY), | 102282 | 0 | NA | NA | \$ 11.11 | \$ 12.23 | \$ - | \$ - | \$ - |
| DC Power Plant and BBU | Emerson Energy | Emerson Energy,1R482000E3,eSure Rectifier -48VDC 2000W,1RU, | 1R482000E3 | 0 | NA | NA | \$ 152.64 | \$ 167.91 | \$ - | \$ - | \$ - |
| DC Power Plant and BBU | NORTH STAR | Battery String (48V) | NSB170FTRED004 4 | 3 | NA | NA | \$ - | \$ 2,330.88 | \$ 6,992.64 | \$ - | \$ 6,992.64 |
| DC Power Plant and BBU | Ericsson | Power Equipment/AGO for BBS 6101 Main Ca (Outdoor 1-Bay Battery Bac) | PBMK90188 | 1 | 1013190 | BU7A083545 | \$ - | \$ 18,259.00 | \$ 18,259.00 | \$ - | \$ 18,259.00 |
| DC Power Plant and BBU | Vertiv | NF16W512WNCUWNOSLIDEBATTDRAWER | F2016064 | 0 | | | | | | | |
| DC Power Plant and BBU | Vertiv | PWR SYS,-48/+24V, NETSURE 512NGBB | 582137000ZZ007 | 0 | NA | NA | \$ 3,772.28 | \$ 4,149.50 | \$ - | \$ - | \$ - |
| Power and Telco E | quipment | | | | | | | | | | |
| Power Telco | Kohler | Generator 24/72 Hour | 20REOZK | 1 | 1013302 | SGM32CDRN | NA | \$ 53,626 | \$ 53,626.00 | \$ - | \$ 53,626.00 |
| Power Telco | Pantrol / Generac | Camlock Type 3r Enclosure | PL-HRMG2 | θ | NA | NA | \$ - | -\$ | \$ - | -\$ | - |
| Power Telco | Pantrol | Camlock Accessory - Model 0J9898 | PL-P1RMG2 | θ | NA | NA | \$ | \$ | -\$ | -\$ | - |
| | Pantrol | PanLock Single phase | PL-PLM00 | 1 | NA | NA | \$ 509.00 | \$ 613.09 | \$ 613.09 | \$ - | \$ 613.09 |
| Power Telco | MSI / LA-RICS Un- Deployed | CAC Configuration AC/Transfer Switch Cabinet (PPC) | CAC-A45201190P | 1 | 1002927 | 1155697-150213- 016 | NA | \$ 6,724.00 | \$ 6,724.00 | \$ - | \$ 6,724.00 |
| Power Telco | Pentair | Fiber Hframe Cabinet - 30x24 A30248HCLO | A30248HCLO | 1 | NA | NA | \$ 299.92 | \$ 329.91 | \$ 329.91 | \$ - | \$ 329.91 |
| Power Telco | Talley | Standard Hframe | TLY-HFRAME | θ | NA | NA | -\$ | \$ | -\$ | \$ | - \$ |
| Collocation Site 2 - | Phase 3 Subtotal: | | | | | | | | \$ 357,838.99 | - | \$ 357,838.99 |

EXHIBIT C.21.5 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS) PSBN ROUND 2 URBAN SITE 5 (MONOPOLE)

(SCEGAL)

| | PHASE 3 | - SUPPLY P | | IPONEN' | ΓS | | | |
|-------------------------------------|---|--------------------|----------------------------|-----------------------------|--------------|---------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| eNB Urban Site E | | | | | | | | |
| Ericsson | Ericsson,UCBB6630LTE,,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548) | INF 903 6083/02 | NA | NA | 1 | \$ 13,075.40 | \$ 14,382.93 | \$ 14,382.93 |
| Ericsson | CABLE WITH CONNECTOR/POWER CABLE | RPM777528/10000 | NA | NA | 1 | \$ 48.18 | \$ 53.00 | \$ 53.00 |
| Ericsson | CABLE WITH CONNECTOR/GROUNDING CABLE | RPM777567/02500 | NA | NA | 1 | \$ 81.03 | \$ 89.13 | \$ 89.13 |
| Ericsson | RBS 6601 RJ-45 Cable | TSR4820211/2400 | NA | NA | 1 | \$ 42.55 | \$ 51.25 | \$ 51.25 |
| Ericsson | IDLe cable (1000 mm) | RPM777417/01000 | NA | NA | 1 | \$ 319.74 | \$ 351.71 | \$ 351.71 |
| Ericsson | IDLe cable (1800 mm) | RPM777417/01800 | NA | NA | 1 | \$ 330.69 | \$ 363.76 | \$ 363.76 |
| Ericsson | IDLe cable (3000 mm) | RPM777417/03000 | NA | NA | 1 | \$ 387.63 | \$ 426.39 | \$ 426.39 |
| Ericsson | Radio 4478 B14 (700MHz), 20W HWAC incl. | INF 903 6056/N14 | NA | NA | 3 | \$ 7,923.42 | \$ 8,715.76 | \$ 26,147.29 |
| Ericsson | LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU) | INF 901 6000/HAF6* | NA | NA | 3 | \$ 238.71 | \$ 262.58 | \$ 787.74 |
| Ericsson | Output Power HWAC 20W incr.steps (per RU) | INF 903 9999/HR01 | NA | NA | 7 | \$ 194.91 | \$ 214.40 | \$ 1,500.81 |
| Ericsson | Baseband R503, Auxillary Mux Unit | INF 901 6000/DXM2 | NA | NA | 3 | \$ 1,780.47 | \$ 1,958.52 | \$ 5,875.55 |
| Ericsson | INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,, | INH8010026/1 | NA | NA | 1 | \$ 150.00 | \$ 180.68 | \$ 180.68 |
| Ericsson | External Alarm Cable | RPM919664/15000 | NA | NA | 1 | \$ 41.77 | \$ 45.95 | \$ 45.95 |
| Ericsson | Signal Cable | RPM77701/00180 | NA | NA | 1 | \$ 6.57 | \$ 7.23 | \$ 7.23 |
| Ericsson | OVP Kit | NTB101242/2 | NA | NA | 9 | \$ 30.22 | \$ 33.24 | \$ 299.20 |
| Ericsson | SAU Kit | NTB101242/1 | NA | NA | 3 | \$ 420.71 | \$ 462.78 | \$ 1,388.34 |
| Ericsson | SFP, SMD, 2.5Gbps High Temp | RDH10247/25 | NA | NA | 9 | \$ 33.17 | \$ 36.48 | \$ 328.36 |
| Ericsson | MOUNTING KIT (MK wall brackets long) | SXK1250247/1 | NA | NA | 3 | \$ 43.37 | \$ 47.71 | \$ 143.13 |
| Purcell | KIT,FLXWS,14"H PLINTH,ATT,2-3112 | 2000003132 | NA | NA | 1 | \$ 896.69 | \$ 1,080.06 | \$ 1,080.06 |
| Purcell | Description: FLX21-2520,130W HEX,HTR,100A DIST | 2000004800 | NA | NA | 1 | \$ 6,434.35 | \$ 7,750.17 | \$ 7,750.17 |
| Lines and Antenn | nas equipment | | | | | | | |
| Quintel | 8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14 | QS8658-3e | NA | NA | 6 | \$ 2,741.12 | \$ 3,301.68 | \$ 19,810.07 |
| Raycap Inc. | Outdoor-rated Enclosure with, Strikesorb Protection for 12, Remote Radios; Mounting at, the base station or, rooftop | DC12-48-60-0-25E | NA | NA | 1 | \$ 1,536.00 | \$ 1,850.11 | \$ 1,850.11 |
| Raycap Inc. | DC9 Surge Protection and Fiber Management Devices | DC9-48-60-24-8C-EV | NA | NA | 3 | \$ 1,998.00 | \$ 2,406.59 | \$ 7,219.77 |

| | PHASE 3 | - SUPPLY P | SBN CON | IPONEN' | TS | | | |
|-------------------------------------|--|--|----------------------------|-----------------------------|--------------|--------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extende To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| DC Power Plant | and Battery Back Up (BBU) equipment | | | | | | | |
| | Reserved | | | | | | 1. | |
| Vertiv | NF16W512WNCUWNOSLIDEBATTDRAWER | F2016064 | NA | NA | 1 | \$ | - \$ - | \$ - |
| Vertiv | ATT POWER CABINET, 48V, | F1011032 | NA | NA | 1 | \$ 5,790.3 | 6 \$ 6,369.40 | \$ 6,369.40 |
| Vertiv | PWR SYS,-48/+24V, NETSURE 512NGBB | 582137000ZZ007 | NA | NA | 1 | \$ 3,772.2 | 8 \$ 4,149.50 | \$ 4,149.50 |
| Vertiv | CB,HYD MAG,1P,5A,80VDC,SPDT | 102274 | NA | NA | 1 | \$ 11.1 | 1 \$ 12.23 | \$ 12.23 |
| Vertiv | CB,HYD MAG,1P,25A,80VDC,SPDT | 102278 | NA | NA | 3 | \$ 11.1 | 1 \$ 12.23 | \$ 36.68 |
| Vertiv | CB,HYD MAG,1P,50A,80VDC,SPDT | 102282 | NA | NA | 1 | \$ 11.1 | 1 \$ 12.23 | \$ 12.23 |
| Vertiv | Rectifier, eSure, 48VDC, 2000W, 1RU | 1R482000E3 | NA | NA | 8 | \$ 152.6 | 4 \$ 167.91 | \$ 1,343.26 |
| NORTH STAR | Battery String (48V) | NSB170FTRED0044 | NA | NA | 3 | \$ 2,330.8 | 8 \$ 2,330.88 | \$ 6,992.64 |
| Power Telco | | | | | | | | |
| Kohler | Generator 24/72 Hour | 20REOZK | 1007642 | SGM32D43V | 1 | \$ | - \$ - | \$ - |
| TBD | Generator Tank | NA | NA | NA | θ | \$ 9,422.8 | 3 \$ 11,349.80 | -\$ |
| Pyramid | Fuel Tank Install | TBD | N/A | N/A | θ | \$ 5,750.0 | 0-\$6,612.50- | -\$ |
| Pantrol | PanLock Single phase | PL-PLM00 | NA | NA | 1 | \$ 509.0 | 0 \$ 613.09 | \$ 613.09 |
| MSI / LA-RICS Excess | CAC Configuration AC/Transfer Switch Cabinet (PPC) | CAC-A45201190P | 1002931 | 1155697-150213- 020 | 1 | \$ 6,724.0 | 0 \$ 6,724.00 | \$ 6,724.00 |
| Pentair | TYPE 3R ENCLOSURE W/LIFT-OFF | A30248HCLO | NA | NA | 1 | \$ 273.9 | 0 \$ 329.91 | \$ 329.91 |
| Talley | Standard Hframe | NA | NA | NA | 1 | -N/A- | -N/A- | -N/A- |
| Tower Equipmen | t | | | | | | | |
| Valmont | (3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS | (3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296 | N/A | N/A | 0 | \$ 4,397.0 | 0 \$ 5,296.19 | \$ - |
| Valmont | TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT | RMV14-496 | N/A | N/A | 0 | \$ 3,144.0 | 0 \$ 3,786.95 | \$ - |
| Valmont | CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS | TBD | N/A | N/A | 1 | \$ 2,561.0 | 0 \$ 3,084.72 | \$ 3,084.72 |
| Valmont | 70' MONOPOLE - 69' POLE WITH 1' FOUNDATION PROJECTION | TBD | N/A | N/A | 1 | \$ 21,518.0 | 0 \$ 25,918.43 | \$ 25,918.43 |
| Valmont | 2' DISH MOUNT KIT | UGLM, FMA1, P472 | N/A | N/A | 0 | \$ 443.0 | 0 \$ 533.59 | \$ - |
| Valmont | (3) 6' BOGNER MOUNTS HEAVY DUTY | (2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K | TBD | TBD | 0 | \$ 7,942.0 | 0 \$ 9,566.14 | \$ - |
| Valmont | COLLAR MOUNT FOR CORNER REFLECTOR | TBD | TBD | TBD | 0 | \$ 361.0 | 0 \$ 434.82 | \$ - |
| Valmont | VSK-MHD-L REINFORCEMENT KIT | TBD | N/A | N/A | 1 | \$ 1,555.0 | 0 \$ 1,873.00 | \$ 1,873.00 |
| Valmont | PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY | TBD | N/A | N/A | 6 | \$ 33.0 | 0 \$ 39.75 | \$ 238.49 |

| | PHASE 3 | - SUPPLY P | SBN CON | APONEN' | TS | | | |
|-------------------------------------|--|------------------|----------------------------|-----------------------------|--------------|---------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | · Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| Valmont | 3.5" OD X 12.5" PIPE TIE BACKS | TBD | N/A | N/A | 3 | \$ 160.00 | \$ 192.72 | \$ 578.16 |
| Valmont | SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES | TBD | N/A | N/A | 1 | \$ 722.00 | \$ 869.65 | \$ 869.65 |
| Valmont | STRUCTURAL ANALYSIS AND DRAWING | TBD | N/A | N/A | 1 | \$ 400.00 | \$ 460.00 | \$ 460.00 |
| Valmont | FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT | TBD | N/A | N/A | 1 | \$ 600.00 | \$ 690.00 | \$ 690.00 |
| | Reserved | | | | 0 | | \$ - | \$ - |
| | Reserved | | | | 0 | | \$ - | \$ - |
| Valmont | FREIGHT COSTS, WITH UNLOADING OF TRUCK | NA | N/A | N/A | 1 | \$ 4,232.00 | \$ 4,232.00 | \$ 4,232.00 |
| Valmont | FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER | NA | N/A | N/A | 1 | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| Fiber Transmiss | ion Cables | | | | | | | |
| Arrow | FIBER JUMPER SM LC/LC 2MTR | 900S-2M-LC | NA | NA | 12 | \$ 9.85 | \$ 11.86 | \$ 142.37 |
| CommScope | FIBER CABLE ASSEMBLY 2 SM, 7.5M | FJ-2SM-015-7.5M | NA | NA | 3 | \$ 58.99 | \$ 64.89 | \$ 194.66 |
| Warehouse Equi | pment | | | | | | | |
| MSI | Storage of purchased equipment (12 Months) | | | | 1 | \$ 6,450.00 | \$ 7,417.50 | |
| Urban Site 5 - Pl | hase 3 Total: | | | | | | | \$ 162,714.56 |

SCHEDULE OF PAYMENTS EXHIBIT C.21.6 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS) PSBN ROUND 2 URBAN SITE 6 (MONOPOLE)

(SCEMERC2)

| | PHASE 3 | SUPPLY PS | | IPONENT | rs - | | | |
|-------------------------------------|---|--------------------|----|-------------------|------|---------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | | Annlicable Serial | | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| eNB Urban Site E | | | | | | | | |
| Ericsson | Ericsson,UCBB6630LTE,,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548) | INF 903 6083/02 | NA | NA | 1 | \$ 13,075.40 | \$ 14,382.93 | \$ 14,382.93 |
| Ericsson | CABLE WITH CONNECTOR/POWER CABLE | RPM777528/10000 | NA | NA | 1 | \$ 48.18 | \$ 53.00 | \$ 53.00 |
| Ericsson | CABLE WITH CONNECTOR/GROUNDING CABLE | RPM777567/02500 | NA | NA | 1 | \$ 81.03 | \$ 89.13 | \$ 89.13 |
| Ericsson | RBS 6601 RJ-45 Cable | TSR4820211/2400 | NA | NA | 1 | \$ 42.55 | \$ 51.25 | \$ 51.25 |
| Ericsson | IDLe cable (1000 mm) | RPM777417/01000 | NA | NA | 1 | \$ 319.74 | \$ 351.71 | \$ 351.71 |
| Ericsson | IDLe cable (1800 mm) | RPM777417/01800 | NA | NA | 1 | \$ 330.69 | \$ 363.76 | \$ 363.76 |
| Ericsson | IDLe cable (3000 mm) | RPM777417/03000 | NA | NA | 1 | \$ 387.63 | \$ 426.39 | \$ 426.39 |
| Ericsson | Radio 4478 B14 (700MHz), 20W HWAC incl. | INF 903 6056/N14 | NA | NA | 3 | \$ 7,923.42 | \$ 8,715.76 | \$ 26,147.29 |
| Ericsson | LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU) | INF 901 6000/HAF6* | NA | NA | 3 | \$ 238.71 | \$ 262.58 | \$ 787.74 |
| Ericsson | Output Power HWAC 20W incr.steps (per RU) | INF 903 9999/HR01 | NA | NA | 7 | \$ 194.91 | \$ 214.40 | \$ 1,500.81 |
| Ericsson | Baseband R503, Auxillary Mux Unit | INF 901 6000/DXM2 | NA | NA | 3 | \$ 1,780.47 | \$ 1,958.52 | \$ 5,875.55 |
| Ericsson | INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,, | INH8010026/1 | NA | NA | 1 | \$ 150.00 | \$ 180.68 | \$ 180.68 |
| Ericsson | External Alarm Cable | RPM919664/15000 | NA | NA | 1 | \$ 41.77 | \$ 45.95 | \$ 45.95 |
| Ericsson | Signal Cable | RPM77701/00180 | NA | NA | 1 | \$ 6.57 | \$ 7.23 | \$ 7.23 |
| Ericsson | OVP Kit | NTB101242/2 | NA | NA | 9 | \$ 30.22 | \$ 33.24 | \$ 299.20 |
| Ericsson | SAU Kit | NTB101242/1 | NA | NA | 3 | \$ 420.71 | \$ 462.78 | \$ 1,388.34 |
| Ericsson | SFP, SMD, 2.5Gbps High Temp | RDH10247/25 | NA | NA | 9 | \$ 33.17 | \$ 36.48 | \$ 328.36 |
| Ericsson | MOUNTING KIT (MK wall brackets long) | SXK1250247/1 | NA | NA | 3 | \$ 43.37 | \$ 47.71 | \$ 143.13 |
| Purcell | KIT,FLXWS,14"H PLINTH,ATT,2-3112 | 2000003132 | NA | NA | 1 | \$ 896.69 | \$ 1,080.06 | \$ 1,080.06 |
| Purcell | Description: FLX21-2520,130W HEX,HTR,100A DIST | 2000004800 | NA | NA | 1 | \$ 6,434.35 | \$ 7,750.17 | \$ 7,750.17 |
| Lines and Antenn | | | | | | | | |
| Quintel | 8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14 | QS8658-3e | NA | NA | 6 | \$ 2,741.12 | \$ 3,301.68 | \$ 19,810.07 |
| Raycap Inc. | Outdoor-rated Enclosure with, Strikesorb Protection for 12, Remote Radios; Mounting at, the base station or, rooftop | DC12-48-60-0-25E | NA | NA | 1 | \$ 1,536.00 | \$ 1,850.11 | \$ 1,850.11 |
| Raycap Inc. | DC9 Surge Protection and Fiber Management Devices | DC9-48-60-24-8C-EV | NA | NA | 3 | \$ 1,998.00 | \$ 2,406.59 | \$ 7,219.77 |

| | PHASE 3 | - SUPPLY PS | SBN COM | IPONENT | rs - | | | |
|-------------------------------------|--|--|----------------------------|-----------------------------|--------------|---------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| DC Power Plant | and Battery Back Up (BBU) equipment | | | | | | | |
| | Reserved | | | | | | | |
| Vertiv | NF16W512WNCUWNOSLIDEBATTDRAWER | F2016064 | NA | NA | 1 | \$ - | \$ - | \$ - |
| Vertiv | ATT POWER CABINET, 48V, | F1011032 | NA | NA | 1 | \$ 5,790.36 | \$ 6,369.40 | \$ 6,369.40 |
| Vertiv | PWR SYS,-48/+24V, NETSURE 512NGBB | 582137000ZZ007 | NA | NA | 1 | \$ 3,772.28 | \$ 4,149.50 | \$ 4,149.50 |
| Vertiv | CB,HYD MAG,1P,5A,80VDC,SPDT | 102274 | NA | NA | 1 | \$ 11.11 | \$ 12.23 | \$ 12.23 |
| Vertiv | CB,HYD MAG,1P,25A,80VDC,SPDT | 102278 | NA | NA | 3 | \$ 11.11 | \$ 12.23 | \$ 36.68 |
| Vertiv | CB,HYD MAG,1P,50A,80VDC,SPDT | 102282 | NA | NA | 1 | \$ 11.11 | \$ 12.23 | \$ 12.23 |
| Vertiv | Rectifier, eSure, 48VDC, 2000W, 1RU | 1R482000E3 | NA | NA | 8 | \$ 152.64 | \$ 167.91 | \$ 1,343.26 |
| NORTH STAR | Battery String (48V) | NSB170FTRED0044 | NA | NA | 3 | \$ 2,330.88 | \$ 2,330.88 | \$ 6,992.64 |
| Power Telco | | | | | | | | |
| Kohler | Generator 24/72 Hour | 20REOZK | 1002584 | SGM32C9VT | 1 | \$ - | \$ - | \$ - |
| TBD | Generator Tank | NA | NA | NA | θ | \$ 9,422.83 | \$ 11,349.80 | - |
| Pyramid | Fuel Tank Install | TBD | N/A | N/A | θ | \$ 5,750.00 | \$ 6,612.50 | - |
| Pantrol | PanLock Single phase | PL-PLM00 | NA | NA | 1 | \$ 509.00 | \$ 613.09 | \$ 613.09 |
| MSI / LA-RICS Excess | CAC Configuration AC/Transfer Switch Cabinet (PPC) | CAC-A45201190P | 1002932 | 1155697-150213- 021 | 1 | \$ 6,724.00 | \$ 6,724.00 | \$ 6,724.00 |
| Pentair | TYPE 3R ENCLOSURE W/LIFT-OFF | A30248HCLO | NA | NA | 1 | \$ 273.90 | \$ 329.91 | \$ 329.91 |
| Talley | Standard Hframe | NA | NA | NA | 1 | -N/A- | -N/A- | -N/A- |
| Tower Equipmen | ıt | | | | | | | |
| Valmont | (3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS | (3) VFA14-SD, (3) MDFC-K, (1) MSFAA, (12) P296 | N/A | N/A | 0 | \$ 4,397.00 | \$ 5,296.19 | \$ - |
| Valmont | TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT | RMV14-496 | N/A | N/A | 0 | \$ 3,144.00 | \$ 3,786.95 | \$ - |
| Valmont | CUSTOM MONOPOLE TRIPLE T-ARM FOR 12 ANTENNAS WITH MOUNTING PIPE, 4' SUPPORT ARMS | TBD | N/A | N/A | 1 | \$ 2,561.00 | \$ 3,084.72 | \$ 3,084.72 |
| Valmont | 70' MONOPOLE - 69' POLE WITH 1' FOUNDATION PROJECTION | TBD | N/A | N/A | 1 | \$ 21,518.00 | \$ 25,918.43 | \$ 25,918.43 |
| Valmont | 2' DISH MOUNT KIT | UGLM, FMA1, P472 | N/A | N/A | 0 | \$ 443.00 | \$ 533.59 | \$ - |
| Valmont | (3) 6' BOGNER MOUNTS HEAVY DUTY | (2) LWRM, (3) BOG6, (3) P296, (3) MDFC-K | TBD | TBD | 0 | \$ 7,942.00 | \$ 9,566.14 | \$ - |
| Valmont | COLLAR MOUNT FOR CORNER REFLECTOR | TBD | TBD | TBD | 0 | \$ 361.00 | \$ 434.82 | \$ - |
| Valmont | VSK-MHD-L REINFORCEMENT KIT | TBD | N/A | N/A | 1 | \$ 1,555.00 | \$ 1,873.00 | \$ 1,873.00 |
| Valmont | PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY | TBD | N/A | N/A | 6 | \$ 33.00 | \$ 39.75 | \$ 238.49 |

| | PHASE 3 - | SUPPLY PS | SBN COM | IPONEN | rs | | | |
|-------------------------------------|--|------------------|----------------------------|-----------------------------|--------------|---------------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| Valmont | 3.5" OD X 12.5" PIPE TIE BACKS | TBD | N/A | N/A | 3 | \$ 160.00 | \$ 192.72 | \$ 578.16 |
| Valmont | SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES | TBD | N/A | N/A | 1 | \$ 722.00 | \$ 869.65 | \$ 869.65 |
| Valmont | STRUCTURAL ANALYSIS AND DRAWING | TBD | N/A | N/A | 1 | \$ 400.00 | \$ 460.00 | \$ 460.00 |
| Valmont | FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT | TBD | N/A | N/A | 1 | \$ 600.00 | \$ 690.00 | \$ 690.00 |
| | Reserved | | | | 0 | | \$ - | \$ - |
| | Reserved | | | | 0 | | \$ - | \$ - |
| Valmont | FREIGHT COSTS, WITH UNLOADING OF TRUCK | NA | N/A | N/A | 1 | \$ 4,232.00 | \$ 4,232.00 | \$ 4,232.00 |
| Valmont | FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER | NA | N/A | N/A | 1 | \$ 300.00 | \$ 300.00 | \$ 300.00 |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| Fiber Transmissio | on Cables | | | | | | | |
| Arrow | FIBER JUMPER SM LC/LC 2MTR | 900S-2M-LC | NA | NA | 12 | \$ 9.85 | \$ 11.86 | \$ 142.37 |
| CommScope | FIBER CABLE ASSEMBLY 2 SM, 7.5M | FJ-2SM-015-7.5M | NA | NA | 3 | \$ 58.99 | \$ 64.89 | \$ 194.66 |
| Warehouse Equip | | | | | | | | |
| MSI | Storage of purchased equipment (12 Months) | | | | 1 | \$ 6,450.00 | \$ 7,417.50 | |
| Urban Site 6 - Pha | ase 3 Total: | | | | · · · · · · | · · · · · · · · · · · · · · · · · · · | | \$ 162,714.56 |

SCHEDULE OF PAYMENTS EXHIBIT C.21.17 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS) PSBN ROUND 2 URBAN SITE 17 (ROOF AND INTERIOR)

(IGPD)

| | PHASE 3 - SU | UPPLY PSBN | COMPO | DNENTS | | | | | |
|-------------------------------------|---|--------------------|----------------------------|-----------------------------|-----------------|----------------------------|-----------------------|----|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | ing Extended o Motorola | Ext. Cost Per Unit | F | ntract Sum - ull Payable Amount |
| eNB Urban Site Equ | nipment | | | | | | | | |
| Ericsson | Ericsson,UCBB6630LTE,,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548) | INF 903 6083/02 | NA | NA | 1 | \$ 13,075.40 | \$ 14,382.93 | \$ | 14,382.93 |
| Ericsson | CABLE WITH CONNECTOR/POWER CABLE | RPM777528/10000 | NA | NA | 1 | \$ 48.18 | \$ 53.00 | \$ | 53.00 |
| Ericsson | CABLE WITH CONNECTOR/GROUNDING CABLE | RPM777567/02500 | NA | NA | 1 | \$ 81.03 | \$ 89.13 | \$ | 89.13 |
| Ericsson | RBS 6601 RJ-45 Cable | TSR4820211/2400 | NA | NA | 1 | \$ 42.55 | \$ 51.25 | \$ | 51.25 |
| Ericsson | IDLe cable (1000 mm) | RPM777417/01000 | NA | NA | 1 | \$ 319.74 | \$ 351.71 | \$ | 351.71 |
| Ericsson | IDLe cable (1800 mm) | RPM777417/01800 | NA | NA | 1 | \$ 330.69 | \$ 363.76 | \$ | 363.76 |
| Ericsson | IDLe cable (3000 mm) | RPM777417/03000 | NA | NA | 1 | \$ 387.63 | \$ 426.39 | \$ | 426.39 |
| Ericsson | Radio 4478 B14 (700MHz), 20W HWAC incl. | INF 903 6056/N14 | NA | NA | 3 | \$ 7,923.42 | \$ 8,715.76 | \$ | 26,147.29 |
| Ericsson | LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU) | INF 901 6000/HAF6* | NA | NA | 3 | \$ 238.71 | \$ 262.58 | \$ | 787.74 |
| | Output Power HWAC 20W incr.steps (per RU) | INF 903 9999/HR01 | NA | NA | 7 | \$ 194.91 | \$ 214.40 | \$ | 1,500.81 |
| | Baseband R503, Auxillary Mux Unit | INF 901 6000/DXM2 | NA | NA | 3 | \$ 1,780.47 | \$ 1,958.52 | \$ | 5,875.55 |
| Ericsson | INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,, | INH8010026/1 | NA | NA | 1 | \$ 150.00 | \$ 180.68 | \$ | 180.68 |
| Ericsson | External Alarm Cable | RPM919664/15000 | NA | NA | 1 | \$ 41.77 | \$ 45.95 | \$ | 45.95 |
| Ericsson | Signal Cable | RPM77701/00180 | NA | NA | 1 | \$ 6.57 | \$ 7.23 | \$ | 7.23 |
| Ericsson | OVP Kit | NTB101242/2 | NA | NA | 9 | \$ 30.22 | \$ 33.24 | \$ | 299.20 |
| Ericsson | SAU Kit | NTB101242/1 | NA | NA | 3 | \$ 420.71 | \$ 462.78 | \$ | 1,388.34 |
| Ericsson | SFP, SMD, 2.5Gbps High Temp | RDH10247/25 | NA | NA | 9 | \$ 33.17 | \$ 36.48 | \$ | 328.36 |
| Ericsson | MOUNTING KIT (MK wall brackets long) | SXK1250247/1 | NA | NA | 3 | \$ 43.37 | \$ 47.71 | \$ | 143.13 |
| | Reserved | | | | | \$ 496.63 | | | |
| | Reserved | | | | | \$ 6,434.35 | | | |
| Lines and Antennas | equipment | | | | | | | | |
| | 8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14 | QS8658-3e | NA | NA | 6 | \$ 2,956.50 | \$ 3,252.15 | \$ | 19,512.90 |
| | DC9 Surge Protection and Fiber Management Devices | DC9-48-60-24-8C-EV | NA | NA | 3 | \$ 1,998.00 | \$ 2,406.59 | \$ | 7,219.77 |
| Raycap Inc. | Pluggable; upgradable,rack-mount tray equipment,w/Strikesorb protection and,front-panel alarm indication,for 12 remote radios | DC12-48-60-RM | NA | NA | 3 | \$ 1,528.00 | \$ 1,840.48 | \$ | 5,521.43 |

| | PHASE 3 - SI | JPPLY PSBN | COMPO | DNENTS | | | | | |
|-------------------------------------|---|------------------|----------------------------|-----------------------------|-----------------|---------------------------------|-----------------------|----|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Fu | ntract Sum - ull Payable Amount |
| DC Power Plant an | nd Battery Back Up (BBU) equipment | | | | | | | | |
| | Reserved | | | | | | | | |
| Vertiv | NF16W512WNCUWNOSLIDEBATTDRAWER | F2016064 | NA | NA | 0 | \$ - | \$ - | \$ | - |
| Vertiv | ATT POWER CABINET, 48V, | F1011032 | NA | NA | 0 | \$ 5,790.36 | \$ 6,369.40 | \$ | - |
| Vertiv | PWR SYS,-48/+24V, NETSURE 512NGBB | 582137000ZZ007 | NA | NA | 1 | \$ 3,772.28 | \$ 4,149.50 | \$ | 4,149.50 |
| Vertiv | CB,HYD MAG,1P,5A,80VDC,SPDT | 102275 | NA | NA | 1 | \$ 50.70 | \$ 61.07 | \$ | 61.07 |
| Vertiv | CB,HYD MAG,1P,25A,80VDC,SPDT | 102277 | NA | NA | 1 | \$ 48.52 | \$ 58.44 | \$ | 58.44 |
| Vertiv | CB,HYD MAG,1P,50A,80VDC,SPDT | 102282 | NA | NA | 1 | \$ 11.11 | \$ 12.23 | \$ | 12.23 |
| Vertiv | Rectifier, eSure, 48VDC, 2000W, 1RU | 1R482000E3 | NA | NA | 8 | \$ 152.64 | \$ 167.91 | \$ | 1,343.26 |
| NORTH STAR | Battery String (48V) | NSB170FTRED0044 | NA | NA | 3 | \$ 2,330.88 | \$ 2,330.88 | \$ | 6,992.64 |
| Vertiv | CB,HYD MAG,1P,10A,80VDC,SPDT | 102778 | NA | NA | 1 | \$ 11.11 | \$ 12.23 | \$ | 12.23 |
| Vertiv | CB,HYD MAG,1P,20A,80VDC,SPDT | 102277 | NA | NA | 1 | \$ 11.11 | \$ 12.23 | \$ | 12.23 |
| Vertiv | NS7100,3-Row,7Ft,w/o Battery Trays | 582127000100 | NA | NA | 1 | \$ 5,124.60 | \$ 5,637.06 | \$ | 5,637.06 |
| Vertiv | KIT,-48V BATTERY TRAY,23",100A CB | 588820200SK00 | NA | NA | 3 | \$ 427.05 | \$ 469.76 | \$ | 1,409.27 |
| Vertiv | Kit, Bus Bars, Battery Tray Cables | 555478 | NA | NA | 1 | \$ 160.97 | \$ 177.06 | \$ | 177.06 |
| Vertiv | Relay Rack,45U,23"W,84.00"H,Zone-4 | 562353 | NA | NA | 1 | \$ 788.40 | \$ 867.24 | \$ | 867.24 |
| Power and Telco | | | | | | | | | |
| MSI / LA-RICS Excess | CAC Configuration AC/Transfer Switch Cabinet (PPC) | CAC-A45201190P | 1002953 | 1155697-150213- 042 | 1 | N/A | \$ 6,724.00 | \$ | 6,724.00 |
| | Reserved | | | | | | | | |
| Talley | Standard Hframe | NA | NA | NA | 1 | -N/A- | -N/A- | | -N/A- |
| Roof Top - Indoor - | MISC eNB Equipment | | | | | | | | |
| Arrow | FIBER JUMPER SM LC/LC 2MTR | 900S-2M-LC | NA | NA | 12 | \$ 9.85 | \$ 11.86 | \$ | 142.37 |
| CommScope | FIBER CABLE ASSEMBLY 2 SM, 7.5M | FJ-2SM-015-7.5M | NA | NA | 3 | \$ 58.99 | \$ 64.89 | \$ | 194.66 |
| Motorola | 2 Post Seismic Rated 19" Relay Racks - 2 Post. Ability to support Batteries, DC Plant and eNB Equipment | DSMOTORACK19 | NA | NA | 3 | \$ 1,183.50 | \$ 1,425.53 | \$ | 4,276.58 |
| Warehouse Equipn | nent | | | | | | | | |
| MSI | Storage of purchased equipment (12 Months) | | | | 1 | \$ 6,450.00 | \$ 7,417.50 | \$ | 7,417.50 |
| Urban Site 17 - Pha | ase 3 Total: | | | | | | | \$ | 124,163.88 |

EXHIBIT C.21.18 (PSBN ROUND 2 URBAN SITES BILL OF MATERIALS) PSBN ROUND 2 URBAN SITE 18 (MONOPOLE)

(CLRMTPD)

| | PHASE 3 | - SUPPLY PS | | PONENT | \mathbf{S} | | | |
|-------------------------------------|---|--------------------|----|-----------------------------|--------------|---------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| eNB Urban Site F | | | | | | | | |
| Ericsson | Ericsson,UCBB6630LTE,,,,NON-COMM BASEBAND 6630,LTE,,,COMBINED UNIT/BASEBAND 6630 WITH FAN (included in CEQ 20548) | INF 903 6083/02 | NA | NA | 1 | \$ 13,075.40 | \$ 14,382.93 | \$ 14,382.93 |
| Ericsson | CABLE WITH CONNECTOR/POWER CABLE | RPM777528/10000 | NA | NA | 1 | \$ 48.18 | \$ 53.00 | \$ 53.00 |
| Ericsson | CABLE WITH CONNECTOR/GROUNDING CABLE | RPM777567/02500 | NA | NA | 1 | \$ 81.03 | \$ 89.13 | \$ 89.13 |
| Ericsson | RBS 6601 RJ-45 Cable | TSR4820211/2400 | NA | NA | 1 | \$ 42.55 | \$ 51.25 | \$ 51.25 |
| Ericsson | IDLe cable (1000 mm) | RPM777417/01000 | NA | NA | 1 | \$ 319.74 | \$ 351.71 | \$ 351.71 |
| Ericsson | IDLe cable (1800 mm) | RPM777417/01800 | NA | NA | 1 | \$ 330.69 | \$ 363.76 | \$ 363.76 |
| Ericsson | IDLe cable (3000 mm) | RPM777417/03000 | NA | NA | 1 | \$ 387.63 | \$ 426.39 | \$ 426.39 |
| Ericsson | Radio 4478 B14 (700MHz), 20W HWAC incl. | INF 903 6056/N14 | NA | NA | 3 | \$ 7,923.42 | \$ 8,715.76 | \$ 26,147.29 |
| Ericsson | LTE-FDD Cell Carrier 10MHz Bandwidth HWAC (per RU) | INF 901 6000/HAF6* | NA | NA | 3 | \$ 238.71 | \$ 262.58 | \$ 787.74 |
| Ericsson | Output Power HWAC 20W incr.steps (per RU) | INF 903 9999/HR01 | NA | NA | 7 | \$ 194.91 | \$ 214.40 | \$ 1,500.81 |
| Ericsson | Baseband R503, Auxillary Mux Unit | INF 901 6000/DXM2 | NA | NA | 3 | \$ 1,780.47 | \$ 1,958.52 | \$ 5,875.55 |
| Ericsson | INH8010026/1,GPS-TMG-HR-26NCM,,,GPS Ant 1575.42MHz 26dB Nf,Collar,Mount,, | INH8010026/1 | NA | NA | 1 | \$ 150.00 | \$ 180.68 | \$ 180.68 |
| Ericsson | External Alarm Cable | RPM919664/15000 | NA | NA | 1 | \$ 41.77 | \$ 45.95 | \$ 45.95 |
| Ericsson | Signal Cable | RPM77701/00180 | NA | NA | 1 | \$ 6.57 | \$ 7.23 | \$ 7.23 |
| Ericsson | OVP Kit | NTB101242/2 | NA | NA | 9 | \$ 30.22 | \$ 33.24 | \$ 299.20 |
| Ericsson | SAU Kit | NTB101242/1 | NA | NA | 3 | \$ 420.71 | \$ 462.78 | \$ 1,388.34 |
| Ericsson | SFP, SMD, 2.5Gbps High Temp | RDH10247/25 | NA | NA | 9 | \$ 33.17 | \$ 36.48 | \$ 328.36 |
| Ericsson | MOUNTING KIT (MK wall brackets long) | SXK1250247/1 | NA | NA | 3 | \$ 43.37 | \$ 47.71 | \$ 143.13 |
| Purcell | KIT,FLXWS,14"H PLINTH,ATT,2-3112 | 2000003132 | NA | NA | 1 | \$ 896.69 | \$ 1,080.06 | \$ 1,080.06 |
| Purcell | Description: FLX21-2520,130W HEX,HTR,100A DIST | 2000004800 | NA | NA | 1 | \$ 6,434.35 | \$ 7,750.17 | \$ 7,750.17 |
| Lines and Antenr | | | | | | | | |
| Quintel | 8' 65 degree 8-Port Multi-band antenna - 700/850/PCS-WCS w/ Band 14 | QS8658-3e | NA | NA | 6 | \$ 2,741.12 | \$ 3,301.68 | \$ 19,810.07 |
| Raycap Inc. | Outdoor-rated Enclosure with, Strikesorb Protection for 12, Remote Radios; Mounting at, the base station or, rooftop | DC12-48-60-0-25E | NA | NA | 1 | \$ 1,536.00 | \$ 1,850.11 | \$ 1,850.11 |
| Raycap Inc. | DC9 Surge Protection and Fiber Management Devices | DC9-48-60-24-8C-EV | NA | NA | 3 | \$ 1,998.00 | \$ 2,406.59 | \$ 7,219.77 |
| | | | | | | | | |

| | PHASE 3 | - SUPPLY PS | BN COM | PONENT | S | | | |
|-------------------------------------|---|--|----------------------------|-----------------------------|--------------|------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| DC Power Plant a | and Battery Back Up (BBU) equipment | | | | | | | |
| | Reserved | | | | | | | |
| Vertiv | NF16W512WNCUWNOSLIDEBATTDRAWER | F2016064 | NA | NA | 1 | \$ | \$ - | \$ - |
| Vertiv | ATT POWER CABINET, 48V, | F1011032 | NA | NA | 1 | \$ 5,790.3 | 6,369.40 | \$ 6,369.40 |
| Vertiv | PWR SYS,-48/+24V, NETSURE 512NGBB | 582137000ZZ007 | NA | NA | 1 | \$ 3,772.2 | 3 \$ 4,149.50 | \$ 4,149.50 |
| Vertiv | CB,HYD MAG,1P,5A,80VDC,SPDT | 102274 | NA | NA | 1 | \$ 11.1 | 1 \$ 12.23 | \$ 12.23 |
| Vertiv | CB,HYD MAG,1P,25A,80VDC,SPDT | 102278 | NA | NA | 3 | \$ 11.1 | 1 \$ 12.23 | \$ 36.68 |
| Vertiv | CB,HYD MAG,1P,50A,80VDC,SPDT | 102282 | NA | NA | 1 | \$ 11.1 | 1 \$ 12.23 | \$ 12.23 |
| Vertiv | Rectifier, eSure, 48VDC, 2000W, 1RU | 1R482000E3 | NA | NA | 8 | \$ 152.6 | 4 \$ 167.91 | \$ 1,343.26 |
| NORTH STAR | Battery String (48V) | NSB170FTRED0044 | NA | NA | 3 | \$ 2,330.8 | 3 \$ 2,330.88 | \$ 6,992.64 |
| Power Telco | | | | | | | | |
| Kohler | Generator 24/72 Hour | 20REOZK | 1007639 | SGM32D43R | 0 | \$ 41,832.0 | \$ 41,832.00 | \$ - |
| TBD | Generator Tank | NA | NA | NA | 0 | \$ 9,422.8 | 3 \$ 11,349.80 | \$ - |
| Pyramid | Fuel Tank Install | TBD | N/A | N/A | 0 | \$ 5,750.0 |) \$ 6,612.50 | \$ - |
| Pantrol | PanLock Single phase | PL-PLM00 | NA | NA | 1 | \$ 509.0 |) \$ 613.09 | \$ 613.09 |
| MSI / LA-RICS | | | | 1155697-150213- | | | | |
| Excess | CAC Configuration AC/Transfer Switch Cabinet (PPC) | CAC-A45201190P | 1002943 | 032 | 1 | \$ 6,724.0 | | |
| Pentair | TYPE 3R ENCLOSURE W/LIFT-OFF | A30248HCLO | NA | NA | 1 | \$ 273.9 | 329.91 | \$ 329.91 |
| Talley | Standard Hframe | NA | NA | NA | 1 | -N/A- | -N/A- | - N/A- |
| Tower Equipmen | t | | | | | | | |
| Valmont | (3) XLD SD V-FRAMES, 14' 6" FACE WIDTH, 2 STIFF ARMS | (3) VFA14-SD, (3) MDFC- K, (1) MSFAA, (12) P296 | N/A | N/A | 0 | \$ 4,397.0 | 5,296.19 | \$ - |
| Valmont | TRIPLE T-ARM KIT FOR 12 ANTENNAS WITH REINFORCEMENT | RMV14-496 | N/A | N/A | 0 | \$ 3,144.0 | 3,786.95 | \$ - |
| Larson | ENGINEERING DESIGN TO INCREASE BRANCH DENSITY FROM 2.75 TO 3 BRANCHES PER FOOT | NA | NA | NA | 1 | \$ 900.0 | \$ 1,035.00 | \$ 1,035.00 |
| Larson | 50' STEALH MONOPOLE (REDWOOD)/ BRANCHES/ ANTENNA SOCKS/ ANTENNA MOUNT/CLADDING/ ANCHOR BOLTS/ ENTRANCE PORTS & HAND HOLES | TBD | N/A | N/A | 1 | \$ 53,269.5 | 58,596.52 | \$ 58,596.52 |
| Valmont | 2' DISH MOUNT KIT | UGLM, FMA1, P472 | N/A | N/A | 0 | \$ 443.0 | 533.59 | \$ - |
| ¥7.1 | (a) (I DOCKET MOUNTED ME ANN. DATE: | (2) LWRM, (3) BOG6, (3) | mp.5 | mp.5 | | ф Т О.15.0 | 0.555 | . |
| Valmont | (3) 6' BOGNER MOUNTS HEAVY DUTY | P296, (3) MDFC-K | TBD | TBD | 0 | \$ 7,942.0 | | \$ - |
| Valmont | COLLAR MOUNT FOR CORNER REFLECTOR | TBD | TBD | TBD | 0 | \$ 361.0 | + | \$ - |
| Valmont | VSK-MHD-L REINFORCEMENT KIT | TBD | N/A | N/A | 1 | \$ 1,555.0 | · | \$ 1,873.00 |
| Valmont | PUCK ADJUSTABLE CLAMP PLATE TIE-BACK ASSEMBLY | TBD | N/A | N/A | 6 | \$ 33.0 | | |
| Valmont | 3.5" OD X 12.5" PIPE TIE BACKS | TBD | N/A | N/A | 3 | \$ 160.0 |) \$ 192.72 | \$ 578.16 |

| | PHASE 3 | - SUPPLY PS | BN COM | PONENT | S | | | |
|-------------------------------------|--|------------------|----------------------------|-----------------------------|--------------|---------------------------------|--------------------|---------------------------------------|
| Manufacture Name for Order OM | Item Description OM | Manufacturer P/N | Applicable Asset Number | Applicable Serial Number | Qty Per Site | Pricing Extended To Motorola | Ext. Cost Per Unit | Contract Sum - Full Payable Amount |
| Valmont | SIX SIDED MOUNT FOR RRUS WITH 2-3/8" X 126" MOUNTING PIPES | TBD | N/A | N/A | 1 | \$ 722.00 | \$ 869.65 | \$ 869.65 |
| Valmont | STRUCTURAL ANALYSIS AND DRAWING | TBD | N/A | N/A | 0 | \$ 400.00 | \$ 460.00 | \$ - |
| Valmont | FOUNDATION DESIGN PER CUSTOMER FURNISHED SOILS REPORT | TBD | N/A | N/A | 0 | \$ 600.00 | \$ 690.00 | \$ - |
| Larson | DESIGN & ENGINEERING. INCLUDES ONE (1) SET OF STAMPED TIA 222-G STANDARD DESIGN DRAWINGS AND CALCULATIONS | NA | N/A | N/A | 1 | \$ 1,885.00 | \$ 2,167.75 | \$ 2,167.75 |
| Larson | FREIGHT. INCLUDES MATERIAL TO BE SHIPPED FROM LARSON TO JOB SITE AND PRE-SHIPMENT OF ANCHOR BOLTS & TEMPLATES. | NA | N/A | N/A | 1 | \$ 4,790.00 | \$ 4,790.00 | \$ 4,790.00 |
| Valmont | FREIGHT COSTS, WITH UNLOADING OF TRUCK | NA | N/A | N/A | 0 | \$ 4,200.00 | \$ 4,200.00 | \$ - |
| Valmont | FREIGHT COSTS, ANCHOR STEEL FREIGHT SHIPPED DIRECT FROM SUPPLIER | NA | N/A | N/A | 0 | \$ 300.00 | \$ 300.00 | \$ - |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
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| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| | Reserved | | | | | | | |
| Fiber Transmissio | on Cables | | | | | | | |
| Arrow | FIBER JUMPER SM LC/LC 2MTR | 900S-2M-LC | NA | NA | 12 | \$ 9.85 | \$ 11.86 | \$ 142.37 |
| CommScope | FIBER CABLE ASSEMBLY 2 SM, 7.5M | FJ-2SM-015-7.5M | NA | NA | 3 | \$ 58.99 | \$ 64.89 | \$ 194.66 |
| Warehouse Equip | | | | | | | | |
| MSI | Storage of purchased equipment (12 Months) | | | | 1 | \$ 6,450.00 | \$ 7,417.50 | · |
| Urban Site 18 - Pl | hase 3 Total: | | | | | | | \$ 194,618.67 |

SCHEDULE OF PAYMENTS EXHIBIT C.24 (PSBN ROUND 2 CHANGE ORDERS)

| Change Order Number | Site ID | Item/Category | | Contract Sum - Full Payable Amount | | Full Payable | | Full Payable | | % Holdback Amount | yble Amount Less %Holdback Amount |
|---------------------------|----------|---|----|--|----|--------------|---------------|--------------|--|----------------------|--|
| | | Amendment No. 43 | | | | | | | | | |
| COR 001R | BUR 2 | Changes to Phase 2 (Construction) | \$ | 1,394 | \$ | 139 | \$ 1,255 | | | | |
| | | Changes to Phase 1 (Site Design), Phase 2 | | | | | | | | | |
| | | (Construction), and Phase 4 (Installation | | | | | | | | | |
| COR 001R | LPC2 | Services) pursuant to COR 001R | \$ | 72,688 | \$ | 7,269 | \$ 65,419 | | | | |
| | | Changes to Phase 1 (Site Design), Phase 2 | | | | | | | | | |
| | | (Construction), and Phase 4 (Installation | | | | | | | | | |
| COR 001R | MML2 | Services) pursuant to COR 001R | \$ | 62,879 | \$ | 6,288 | \$ 56,591 | | | | |
| | | Changes to Phase 1 (Site Design), Phase 2 | | | | | | | | | |
| | | (Construction), and Phase 4 (Installation | | | | | | | | | |
| COR 001R | PRG2 | Services) pursuant to COR 001R | \$ | 110,761 | \$ | 11,076 | \$ 99,685 | | | | |
| | | Changes to Phase 1 (Site Design), Phase 2 | | | | | | | | | |
| | | (Construction), and Phase 4 (Installation | | | | | | | | | |
| COR 001R | WMP2 | Services) pursuant to COR 001R | \$ | 75,093 | \$ | 7,509 | \$ 67,584 | | | | |
| | | Changes to Phase 1 (Site Design), Phase 2 | | | | | | | | | |
| | | (Construction), and Phase 4 (Installation | | | | | | | | | |
| COR 001R | WTR2 | Services) pursuant to COR 001R | \$ | 89,099 | \$ | 8,910 | \$ 80,189 | | | | |
| | | Amendment No. 43 Subtotal: | | 411,914 | \$ | 41,191 | \$ 370,723 | | | | |
| | TOTAL FO | R ALL PSBN ROUND 2 CHANGE ORDERS | \$ | 411,914 | \$ | 41,191 | \$ 370,723 | | | | |