

Change Order Number: 28
Date: 4/17/2024
Project Name and Number: MERA Next Generation Radio System (CA-171119AG)
Customer Name: Marin County
Customer Project Mgr: Dave Jeffries

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

The parties agree to extend Services for Construction Administration being provided by Motorola pursuant to Change Order 17, as further described herein.

Contract Project Identifier (Name or Number): 31701399 **Contract Date:** 03/07/17

In accordance with the terms and conditions of the contract identified above between Marin County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Price:	\$ 34,337,451.06
Previous Change Order amounts for Change Order numbers [1] through [27]:	\$ 12,363,493.76
This Change Order:	\$ 7,500.00
Contract Credit (If Applicable)::	\$ N/A
New Contract Price:	\$ 46,708,444.82

Completion Date Adjustments

Original Completion Date:	03/27/2019
Current Completion Date prior to this Change Order:	02/28/2025
New Completion Date:	02/28/2025

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.

N/A

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.

The parties agree to extend the Construction Administration Services set out in Attachment A to Change Order 17 from April 30, 2024 to June 30, 2024. Contract's Exhibit A Scope of Work to include the following:

The Construction Administration Services are amended to include Construction Bid Packages 3 & 4 punch list work, to be provided on a time-and-materials basis. The parties do not anticipate any travel.

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

N/A

Schedule Changes: *(describe change or N/A)*

N/A

Contract Price Changes: *(describe change or N/A)*

Total CO - \$7,500 – T&M and Not to Exceed

Customer Responsibilities: *(describe change or N/A)*

N/A

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

100% payment due upon completion of work if used.

Purchase Order Requirements for this Change Order (select only one). A Purchase Order is required - included with this change order and is attached. No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order, No Purchase Order required - this is a \$0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

Customer

By: *Laurel Walling*
Printed Name: Laurel Walling
Title: Regional Service Manager
Date: 4/17/2024

By: _____
Printed Name: _____
Title: _____
Date: _____

Reviewed by: Rebecca L. Burbrink
Motorola Solutions Project Manager

Date: 4/17/24

ATTACHMENT A

MERA

CHANGE ORDER 17: CONSTRUCTION ADMINISTRATION

STATEMENT OF WORK

Motorola is providing professional services in support of the MERA site construction activities.

MSI Project Management oversight of the Motorola contracted Construction Administrator along with the Construction Administrator services described herein are being provided. The Construction Administrator will be dedicated full time.

Travel and Remote work for the Construction Administrator will be balanced 50/50. The Construction Administrator will be onsite in Marin County 50% of the time. In other words, the average time on site will be 2 weeks per month. All associated travel costs including Airfare, hotels, meals, vehicle, etc. are included.

Period:

January 1, 2023 through April 30, 2024

Sites:

Bid Pack 3: (Contractor; Fidato)

- Wolfback Ridge
- Skyview Terrace
- Mill Valley Water Tank
- Tomales

Bid Pack 4: (Contractor; TBD)

- Coyote Peak
- Muir Beach
- Mt. Tamalpais
- Point Reyes
- OTA

1.0 SCOPE OF SERVICES

1.1 Construction Administration

The MSI Construction Administration Project Manager (CAPM) will be responsible for administration of contracts in place between MERA and Fidato (Bid Pack 3) and TBD (Bid Pack 4) contractors. MERA is responsible for ensuring that these contracts will be in place prior to January 1, 2023.

MSI will provide construction administration services in support of the MERA project. The MSI provided CAPM is responsible for direct interaction with the Motorola Project Manager, the MERA Project Manager and the integration team. The (CAPM) will execute tasks assigned within the constraints of scope, quality, time, and cost, to deliver specified requirements. The CAPM provides construction support related to leasing, zoning, permitting, regulatory compliance and construction process of new land mobile radio sites and/or site modification/upgrade projects to existing facilities. The CAPM observes the quality, timely delivery and development of construction-related services and contributes as a key member of a cohesive team to create and implement strategies to address challenges and objectives. General scope includes the following:

- Reviews MERA contractor provided quality reports
- Attending and participating in internal and external project meetings
- Supporting project team with schedule planning and daily reporting
- Supporting project with site inspection coordination to ensure compliance with MSI and MERA standards
- Creating and issuing scope of work documents to specified vendors to obtain quote for services in collaboration with the other team members
- Negotiating final scope of work and pricing with vendors as necessary
- Reviewing and approving site packages meeting established criteria for use in scoping documents.
- Reviewing, marking up, and rejecting site packages not meeting established criteria and working with vendors to bring packages into compliance as necessary
- Following MERA guidelines, collecting pictures and documents to review and deliver a final close out package per MERA requirements.
- Supporting the project team with material management
- Contribute knowledge to other members of the overall team
- Providing guidance, best practices and lessons learned to the overall team

Acting as a Motorola Solutions Inc. (MSI) Project Manager resource the CAPM's responsibilities consist of:

Pre-Construction Document/Scope Review – Review the contract drawings and specifications to become familiar with the project scope at each of the sites included in the project. Additionally, provide civil design oversight - Reviewing drawings for accuracy and conformance to specifications, ensuring submittals for

approval are completed in accordance with project schedule, ensuring review comments are properly captured and edits/revisions are completed and submitted on schedule; revision control and proper distribution of final/sealed documents. Provide direction to MERA contracted resources to perform engaged scope in a timely manner.

Field Inspections and Project Documentation – Provide limited onsite inspection of construction activities to verify progress to the contract documents. Consultant shall coordinate contracts with MERA’s contracted vendors including inspection firms.

Progress Meetings – Conduct regular progress meetings to review project status, potential scope changes, RFIs, pending change orders, completed and upcoming work, material or construction delays, schedule updates, and relevant activities that have an impact on the project.

Status Reports and Documentation – Provide updates and documentation related to:

- Statement of Working Days
- Progress Meeting Minutes
- Change order and RFI status

Construction Administration – Review construction activities with the MERA contractor(s) and advise MERA and its designees of the progress of the project including changes that may be needed. Regular responsibilities include:

- Permit, Zoning and Regulatory Approvals - Ensuring relevant applications submittals are complete and submitted in accordance with schedule. Verify proper approvals have been obtained prior to the start of work
- Verifying prescribed inspections are completed – file documentation with project files.
- Continuous communication and coordination with the contractor through regular progress meetings. In accordance with the project communication plan, properly report and escalate any variances, conflicts, or potential problems.
- Serve as liaison between MERA’s contractor (through the contractor's onsite representative or designee) and the MERA. Maintain a professional relationship with MERA’s vendors, MERA and MSI representatives.
- Be alert to the daily progress and report to MERA schedule delays and recommendations for schedule improvements where applicable. Provide oversight necessary to enforce agreed to task completion dates. Participate in and provide input into schedule enhancement recommendations.
- Review and routing of project submittals and RFIs.
- Preparation of project pay estimates for owner approval and maintain records associated with the project’s funding requirements.
- Review work acceptance and if work is rejected, work with contractor to correct construction errors.

- Preparation of Contract Change Orders and route them with justification documentation for MERA signature before proceeding with the change.
- Provide claims management assistance Coordinate project field activity punch list and make recommendations for project acceptance.
- Coordinate As-Built plans.
- Provide status report support to MERA and MSI project manager during status reviews as might be required. Includes participation in meetings as needed.
- Consider and evaluate suggestions or modifications which may be submitted by MERA's Contractor to MERA and escalate with recommendations for a final decision.
- Accompany Local, State, or Federal inspectors through the Project, record the outcome of these visits, and report same to the owner.
- Perform site acceptance inspections as required.
- Coordinate the development and resolution of punch-list items.
- Coordinate the preparation and review of contractor submittals including as built drawings, shop drawings, mix designs, lien releases etc.

Cost and Schedule Management – Review construction progress and perform field measurements and quantity calculations as necessary. Provide accurate calculations for all work items completed and accepted to provide progress payment recommendations to MERA. Review the MERA contractor's progress pay estimate request and schedule of values to assess if they are reasonable and compare this to the field measurements and quantity calculations.

Project Close Out – Verify completion of punch list items, prepare recommendations for final acceptance of the project, coordinate with engineer of record for as-built accuracy and completeness, prepare and recommend final payment, and transmit construction documentation to MERA.

2.0 LIMITATIONS OF SERVICE

MSI shall provide the above referenced scope of services subject to the following limitations:

MERA Responsibilities: MERA shall provide all necessary equipment, system information, design and other subcontractors or vendors as required outside of project management. It is understood the following vendors are currently under contract with MERA for the duration of the project to provide at a minimum the listed services:

- Krazen: Special Inspection, Site Development
- Phillips-Seabrook: Plan Check/Code Check
- 4Leaf: Electrical Inspections
- Dudek: Biologist
- FIGR: Tribal Consultant
- Herzog: Geotechnical
- AECOM, Federal Engineering, Arcadis: Engineer(s) of Record

- Note: Arcadis is under MSI contract for Construction Drawings
- Note: AECOM is Civil Engineer for Muir Beach, and is also providing BID SUPPORT for Coyote Peak, Mill Valley, Muir Beach, Skyview and Tomales (per Task 003)

No contractual relationship shall exist between MSI and any MERA contractor. MERA shall be fully responsible for acts, errors or omissions, obligations, services and functions performed by its contractors.

Working Hours: Work will be performed during normal business hours, 8 AM to 5 PM, on non-holiday weekdays.

Service Disruption or Equipment Failure: MSI cannot accept responsibility for any losses due to a disruption of service or equipment failure.

Oversight Only: MSI to provide project oversight in support and will not direct means and/or methods of construction.

This SOW provides the most current understanding of the services to be delivered. The parties agree to execute a Change Order if additional services are required outside the scope of this document.