

PARADISE VALLEY COMMUNICATIONS SITE PROPOSAL



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March 16, 2016

James P. Shano, P.E., C.P.M.
Public Works Director / Town Engineer
Assistant to the Town Manager for Strategic Planning
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253-4328

Subject: Paradise Valley Communications Site Development

Dear Mr. Shano:

Motorola Solutions, Inc. (“Motorola”) is pleased to present the Town of Paradise Valley (the “Town”) with the enclosed proposal for the development of a radio communications facility to support the Town’s mission critical communications. The site development will follow Motorola’s standards and guidelines to deliver a functional communications facility.

The proposal is subject to the terms and conditions of (i) Contract 12030-RFP P25 Radio Communications and Systems (“Contract 12030-RFP”); (ii) the Communications System Agreement (“CSA”), together with its Exhibits; and (iii) the Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract. The proposal is valid for 45 calendar days from the date of this cover letter, and is contingent upon a fully-executed CSA prior to August 11, 2016.

The Town may accept this offer by issuing to Motorola a purchase order in the amount of \$2,108,000.00 (plus applicable taxes) stating that the order is placed against and is subject to the terms and conditions of Contract 12030-RFP and Motorola’s proposal dated March 16, 2016.

Should you have any questions regarding this proposal please contact Paul Punske at (520) 240-3535.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Larry Mabry
MSSSI Vice President & Director Sales

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STATEMENT OF WORK

Motorola’s proposal is subject to the terms and conditions of (i) Contract 12030-RFP P25 Radio Communications and Systems (“Contract 12030-RFP”); (ii) the Communications System Agreement (“CSA”), together with its Exhibits; and (iii) the Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract. If there are any terms or provisions in Contract 12030-RFP or the Agreement to Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract that conflict with or contradict with any term or provision of the CSA, then the Parties specifically understand and agree that the terms and provisions of the CSA shall take precedence and any such conflict and contradiction shall be construed in favor of the CSA.

1.1 INTRODUCTION

This Statement of Work (SOW) describes the deliverables to be furnished to the Town of Paradise Valley, Arizona (“Paradise Valley” and “Customer”). The tasks described herein will be performed by Motorola Solutions (“Motorola”), its subcontractors, and Paradise Valley to implement the radio frequency communications site. It describes the actual work involved, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and Customer during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola and Customer.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project. This SOW will be an Exhibit to the Contract negotiated between Motorola and Customer. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

1.2 PROJECT OVERVIEW

Motorola will provide the site development services associated with the design and build of a radio communications facility to be constructed on the property acquired by the Town of Paradise Valley located on Highlands Drive and referred to as the Art Museum Site. The communications facility development includes a new custom communications building that will house the electronic equipment, power systems and microwave antenna. Two disguised towers will be designed and installed on foundations adjacent to the communications building with buried transmission lines connecting the antenna systems to the communications building.

The project includes fencing and landscaping to provide a complete, finished facility as detailed in this Statement of Work. The services associated with the building of the new shelter include the following items:

Preconstruction Services

- Architectural and Civil/Structural Engineering
- Zoning Drawings
- Construction Drawings
- Environmental Engineering / Due Diligence
- NEPA Compliance
- FAA Filings

Construction Services

- Civil excavation, export, foundations (shelter and cacti)
- Compound landscaping to include all re-vegetation and rock outcropping
- Driveway - 3-1/8" concrete pavers on 8" of base
- Fence Masonry – exterior block and stucco
- Gates – Iron Solid Gate
- Shelter – Exterior
- Retaining Walls
- Steel Framing
- Stucco Exterior
- Standard block walls
- Doors
- Roofing – Green System
- Painting as required
- Shelter – Interior
- Electrical conduit to transformer location on property only
- Exterior Paint
- Cable Entry Port
- Grounding

Shelter–General

- Interior lighting
- Interior Electrical distribution
- Fire suppression system
- Alarms: smoke, commercial power failure, TVSS, site power fail, high/low temperature, high/low humidity sensors, intrusion, generator alarms
- Interior Cable ladders and trays
- Interior bonding of all metal surfaces to a common ground
- Heating, Ventilation & Air Conditioning (HVAC)
- DC power system
- 70 kW diesel generator with 220 gallon sub-base fuel tank

1.3 THE MOTOROLA TEAM

Motorola has organized project resources into a Systems Integration (SI) group to meet the needs of implementing sophisticated communications technology. This organization is involved from system conception to system completion.



The Motorola SI group assembles a team for each project to fulfill Customer specific requirements. The Motorola SI group and Customer team members will form a partnership dedicated to addressing the Customer's needs.

1.3.1 Motorola Project Manager

The Project Manager has full responsibility for the successful completion of the implementation life cycle from start to finish. The tasks of the Project Manager include, but are not limited to the following:

- Act as main point of contact between Customer Project Manager and Motorola resources throughout the entire project Lifecycle.
- Maintain full responsibility for supervising and coordinating day-to-day activities, deliverables and milestone completions.
- Management of project Lifecycle requires periodic job site visits by the Project Manager at which time he/she will ensure work is being performed on time, as scoped, with the utmost quality, and professionalism by Motorola employees, agents, and subcontractors.
- Inspect site to ensure readiness for receiving and installing of site equipment.
- Inspect and maintain inventory of all received equipment to insure total delivery.
- Manage/supervise field installation and implementation teams to ensure that all on-site installation, integration, and optimization tasks are performed per contract requirements, industry best practices, and applicable standards and guidelines.
- Monitor the project to ensure that support resources are available as scheduled and as identified in the contract.
- Develop, track, manage, and communicate both orally and in writing (hard copy or electronic format) the project plan, schedule, status of deliverables, risk items, change orders, action items, punch list, and other reporting deliverables as set forth with the Customer.
- Schedule and participate with Customer in progress review meetings as deemed necessary throughout the project Lifecycle.
- Resolve deviations from the Project Schedule.
- Coordinate closely with Customer's Project Manager any needed interruptions to the existing system during implementation of the new system.
- Provide timely responses to issues related to project progress raised by the Customer Project Manager.
- Review and administer change control procedures with Customer Project Manager.
- Work with Motorola Team and Customer Project Manager in the integration of the Fixed Network Equipment (FNE) contract.

1.4 ASSUMPTIONS & RESTRICTIONS

Motorola has based the site design on information provided by Paradise Valley and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to Paradise Valley, changes to the equipment or scope of the project may be required.



1.4.1 Assumptions

- Motorola will install the exterior grounding as well as the interior shelter build-out. The interior build out will include all electrical installations, battery installations, and grounding installations necessary to comply to Motorola's Standards for Communications Sites (R56).
- The purchase and installation of the RF sub-site and microwave equipment are under separate project (Purchase Order No. 2924 Communications Equipment and Services), and not included in the scope of this project. However, the milestones of this project have been constructed to allow for a congruent effort to bring both projects together in a parallel fashion.
- Motorola has included and Utility and Permit Fee Allowance for the costs associated with utility installations, initiation utility of services and permitting fees. The allowance is listed in the Price Page. The customer is responsible for any costs above the allowance. The customer shall coordinate the installation of utility services. The utilities will be installed at mutually agreed locations within or around the new communications shelter.
- Motorola has based the project scope and price on the assumption that electrical power is available from the transformer approximately 100 feet west of the communications facility.

Motorola has included conduit between the above referenced transformer and the communications facility Utility transformer, transformer upgrades, line, or pole extensions are not included.

- All recurring utility costs, including but not limited to generator fuel, electrical, telco will be borne by the Customer.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials found during site investigations, construction or equipment installation will be the responsibility of Paradise Valley.
- Motorola and the customer will work together in obtain approved building permits.
- In the absence of a geotechnical report for reference prior to this proposal, Motorola is assuming that the subsurface conditions of the construction site area will be rock. Motorola has taken heavy rock breaking and excavation into consideration along with other special considerations.
- If as a result of NEPA studies, any jurisdictional authority should determine that a proposed communications facility "may have a significant environmental impact", the environmental impact studies or field testing and evaluation related to such determination have not been included.
- The site location is finalized and lease agreement in place with the property owner.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- Underground utilities exist within the right of way of the road. No underground utilities are present in the construction area, and as such no relocation will be required.
- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m. (AZ time).
- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.

1.4.2 Restrictions

- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to issues that are caused with the subdivision after the design and build efforts have been completed and accepted by Paradise Valley.

- If, for any reason, any of the proposed site cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re- engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

1.5 CONTRACT AWARD

1.5.1 Contract Award (Milestone)

The Customer and Motorola execute the contract and both parties receive all the necessary documentation.

1.5.2 Contract Administration

Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kickoff meeting with the Customer.

Customer Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for Customer-signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

1.5.3 Project Kickoff

Motorola Responsibilities:

- Conduct a project kickoff meeting during the Customer Design Review (CDR) phase of the project.
- Ensure key Motorola project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with the Customer.
- Review the resource and scheduling requirements with the Customer.
- Review the Project Schedule with the Customer to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.



Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Review Motorola and Customer responsibilities.

Completion Criteria:

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

1.6 CONTRACT DESIGN REVIEW (CDR)

1.6.1 Review Contract Design

Motorola Responsibilities:

- Meet with the Customer project team.
- Review the Statement of Work, Project Schedule, and Acceptance Criteria, and update the contract documents accordingly.
- Discuss the proposed integration with the communications system project and methods to document a detailed procedure.
- Submit design documents to the Customer for approval. These documents form the basis of the site construction.
- Prepare equipment layout plans that integrate the communications system needs.
- Finalize Site Acquisition and Development plan.

Customer Responsibilities:

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.

Completion Criteria:

- Complete Design Documentation, which may include updated Construction Drawings, Equipment List or other documents applicable to the project.
- Approval by the Town of Paradise Valley of the Design Documentation
- Approval by the Regional Wireless Cooperative (RWC) of the Design Documentation
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The site design is "frozen" in preparation for subsequent project phases such as the Construction Phase.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

1.6.2 Design Approval (Milestone)

- The Customer executes a Design Approval milestone document.

1.7 SITE ACQUISITION AND ZONING

1.7.1 Site Acquisition

Site Acquisition is complete

1.7.2 Site Zoning

Motorola Responsibilities:

- Provide zoning drawings for Customer presentations, if such drawings are needed.

Customer Responsibilities:

- Coordinate zoning and permitting of the Art Museum site such that it is in full compliance with applicable jurisdictional requirements.
- Coordinate with the local permitting authorities and assist in expediting of the applications.
- All fees associated with zoning approvals.

Completion Criteria:

- Site zoning completed and approved by the Customer.
- Site Acquisition and Zoning Complete
- Site acquisition and zoning completed and approved by the Customer.

1.8 SITE ENGINEERING & PERMITTING

1.8.1 Site Engineering & Permitting

Motorola Responsibilities:

- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities etc.).
- Prepare zoning drawings that can be used to describe the proposed site installation in sufficient detail.
- Prepare designs of foundations for site components located in abnormal soil conditions.
- Prepare site construction drawings showing the layout of various new and existing site components.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the site.
- Prepare a Grading and Drainage Plan for the site.
- Provide non-standard foundation drawings for two (2) stealth saguaro cacti.
- Provide structural engineering drawings for two (2) stealth saguaro cacti.
- Conduct utility investigation and coordinate with local utility company for power hook up.
- Perform National Environmental Policy Act (NEPA) Threshold Screening including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may potentially be impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communications facility “may have a significant environmental impact” and thus require additional documentation, submittals or work. Regional Environmental Review (RER) report submittals if required by FEMA have not been included.

- Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Conduct a geotechnical report of soil conditions.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Perform inspection of the site and the work performed by the Contractor to document that the site is built in accordance with the “Site Plans” and document any deviations or violations.
- Submit the completed application forms to the local jurisdiction and apply for applicable permits.
- Conduct bi-weekly meetings to work with Customer, Customer’s Landlord, and Landlord’s Architectural firm in the design and build efforts.
- Research permit requirements (building, utility and construction permits) for the construction of the proposed site, and determine if the permits are required. Motorola shall obtain the necessary permit forms and complete the necessary information on behalf of the Customer.
- Submit the completed application forms to the local jurisdiction and apply for applicable permits.
- Prepare and submit all necessary documentation, as needed, to the Federal Aviation Administration (FAA) per Title 14, Code of Federal Regulations, Part 77 (14 CFR Part 77).

Customer Responsibilities:

- Provide a boundary and topographic survey for the property on which the communication site is located or will be located.
- Provide survey information via AutoCAD (.DWG) format to Motorola to integrate into the construction design documentation.
- Assist Motorola in researching the permit requirements (building, utility and construction) for the construction of the proposed site.
- Tribal TCNS Fees and Permit Fees associated with the site construction will be paid from the Utility and Permit Fee Allowance listed on the price page. The customer is responsible for any costs above the allowance

Completion Criteria:

- Submit applications to the building safety division for permits.

1.8.2 Permit Issuance (Milestone)

Motorola Responsibilities:

- Acquire building permit for site construction.

Customer Responsibilities:

- None

Completion Criteria:

- Building Permit(s)

1.9 CIVIL CONSTRUCTION

1.9.1 Site Preparation

Motorola Responsibilities:

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs. Motorola will provide the Town notice, ten (10) business days prior to an demobilization.
- Excavate and cut Customer provided lease area as per agreed to design with Customer and Landowner to accommodate for new communications facility.
- Remove excavation spoils from site location to a Customer provided/approved facility.
- Provide and install Storm Water Pollution Prevention measures per the Storm Water Pollution Prevention Plan (SWPPP).
- Provide construction management during construction efforts.

Customer Responsibilities:

- Provide support to Motorola in identifying mitigation measures deemed necessary during the construction efforts to appease the subdivision and any other stakeholders that may be affected.

1.9.2 Exterior Grounding

A ground ring will be installed around the shelter and a ring around each cactus. Each ring will be bonded to the shelter ground ring via two grounding electrodes.

Motorola Responsibilities:

- Provide and install exterior grounding system.
- Due to the foreseeable rock encounters and difficult terrain at the Art Museum, the grounding system will utilize a hybrid of four chemical ground rods, copper ground plates and bentonite backfill.

Customer Responsibilities:

- Provide support to Motorola in identifying mitigation measures deemed necessary during the construction efforts to appease the subdivision and any other stakeholders that may be affected.

1.10 COMMUNICATIONS FACILITY INSTALLATION

1.10.1 Shelter Structure

Motorola Responsibilities:

Please see Appendix A for the preliminary Site Plan.

Installation of a new 2-story communications facility integrated into the RWC network that will house the Two Way Radio Sub-Site Equipment, Microwave Equipment and Power Systems as defined below:

Customer Responsibilities:

- Provide assistance to Motorola in scheduling of inspections (if needed).

1.10.2 Power Distribution

Motorola Responsibilities:

- Provide and install shelter primary electrical service.

Customer Responsibilities:

Provide assistance to Motorola in scheduling inspections (if needed).

1.10.3 Standby Back-up Generator Power System

Motorola Responsibilities:

- Provide and install one (1) 70kW back-up generator

Customer Responsibilities:

- Provide support to Motorola in identifying mitigation measures deemed necessary during the construction efforts to appease the subdivision and any other stakeholders that may be affected.

1.10.4 Fire Suppression System

Motorola Responsibilities:

- Provide and install One (1) ProInert2 Inert Gas Fire Protection System for the equipment room only, consisting of a microprocessor controlled alarm and operation panel, a single tank, manual pull stations at all doors, and interconnection with the shelter environment controls. The system has also been designed for a cubic volume of 6800 cubic feet maximum. Final tank connection, start up and testing will occur by a manufacturer approved vendor on site.

Customer Responsibilities:

- Customer representatives are to attend manufacturer start-up of Fire Suppression system.

1.10.5 DC Back-Up Power Plant

Motorola Responsibilities:

- Provide and install a DC Back-Up Power Plant.
- All wiring will be installed in surface mounted conduit or wireways with compression fittings if specified and will be in full compliance with ANSI/NFPA-70- The National Electric Code, latest revision.

Customer Responsibilities:

- None

1.10.6 Stealth Cactus Installations

Motorola Responsibilities:

- Provide and install reinforced concrete foundations for two (2) stealth saguaro cacti to house RF antennas.
- Provide and install buried conduit from new communications facility to each of the new saguaro cacti.
- Verify each stealth cactus for plumbness, linearity and alignment after installation.

Customer Responsibilities:

- Provide support to Motorola in identifying mitigation measures deemed necessary during the construction efforts to appease the subdivision and any other stakeholders that may be affected.

1.10.7 Site Development Complete

- All site development completed, and approved by the Customer.

1.10.8 Site Development Acceptance (Milestone)

- All site developments completed and accepted by the Customer.

1.11 DOCUMENTATION AND TRAINING

Provide the town with documentation on the configuration, maintenance and testing of the Fire Suppression System and the Generator and Automatic Transfer Switch.

1.12 FINALIZE

1.12.1 Resolve Punchlist

Motorola Responsibilities:

- Work with the Customer to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

Completion Criteria:

- All punchlist items resolved and approved by the Customer.

1.12.2 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a Customer Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- All service information has been delivered and approved by the Customer.

1.12.3 Finalize Documentation

Motorola Responsibilities:

- Provide an electronic as-built system manual on a Compact Disc (CD). The documentation will include the following:
- As-Built Construction Documentation
- Drawings are created utilizing AutoCAD design software and will be delivered in Adobe PDF format. All other system manual documents converted from native format to Adobe PDF format to be included on the System Manual CD.

Customer Responsibilities:

- Receive and approve all documentation provided by Motorola.

Completion Criteria:

- All required documentation is provided and approved by the Customer.

1.12.4 Acceptance (Milestone)

- All deliverables completed, as contractually required.
- System Acceptance received from the Customer.

1.13 PROJECT ADMINISTRATION

1.13.1 Project Status Meetings

Motorola Responsibilities:

- Once a week, Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR
- Record the meeting minutes and supply the report.
- The agenda will include the following:
- Overall project status compared to the Project Schedule.
- Product or service related issues that may affect the Project Schedule.
- Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
- Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria:

- Completion of the meetings and submission of meeting minutes.

1.13.2 Progress Milestone Submittal

Motorola Responsibilities:

- Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- The Customer approval of the Milestone Completion document(s).

1.13.3 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Example - Change Order Form is shown on the following pages.

Change Order No. _____

Date _____

: Project _____

Name: _____

Customer
Name:
Customer Project Mgr: _____

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

Contract Date: _____

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

| | |
|--|----|
| Original Contract Value: | \$ |
| Previous Change Order amounts for Change Order numbers <input type="text"/> through <input type="text"/> | \$ |
| This Change Order: | \$ |
| New Contract Value: | \$ |

Completion Date Adjustments

| | |
|---|--|
| Original Completion Date: | |
| Current Completion Date prior to this Change Order: | |
| New Completion Date: | |

| |
|--|
| Changes in Equipment: <i>(additions, deletions or modifications)</i> Include attachments if needed |
| |

| |
|---|
| Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed |
| |

| |
|--|
| Schedule Changes: <i>(describe change or N/A)</i> |
| |

| |
|---|
| Pricing Changes: <i>(describe change or N/A)</i> |
| |

| |
|---|
| Customer Responsibilities: <i>(describe change or N/A)</i> |
| |

| |
|---|
| Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i> |
| |

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

Reviewed by: _____ Date: _____
Motorola Solutions Project Manager

SECTION 2

PRICING SUMMARY AND PAYMENT SCHEDULE

2.1 PRICING SUMMARY

| Description | Price Detail | Extended Price |
|--|---------------|--------------------|
| Site Development & Construction | | \$932,520 |
| Excavation & Export | | |
| Foundations for shelter and stealth antenna support structure | | |
| Custom 24 x 36 Shelter | | |
| Trenching for transmission line | | |
| Perimeter Walls, Stucco, Exterior Paint | | |
| Landscaping | | |
| Grading & Drainage Implementation | | |
| SWPPP Implementation | | |
| AQMD Implementation | | |
| Permitting Allowance | | \$50,000 |
| Project Management | | \$133,980 |
| Equipment & Mechanical; Construction Services | | \$991,500 |
| Site Acquisition & A & E Services | \$ 75,890.00 | |
| Equipment & Facility Build-Out | \$ 887,700.00 | |
| Interior Structure: Interior walls, doors, FRP, Insulation, vinyl floors, cable runway | | |
| Interior Electrical: Main distribution panel, sub-panels, conduit, ATS, MTS, TVSS, lighting, emergency systems, interior grounding | | |
| Generator, ATS, and backup diesel tank | | |
| Stealth Towers (2) | | |
| DC Power System | | |
| Exterior Grounding | | |
| Pro-Inert Fire Suppression System | | |
| Site alarming and badged access system | | |
| Custom Rolling Iron Access Entry Gate | | |
| Microwave Stealth Screening | | |
| Microwave Mounting Assembly | | |
| Roof Access Hatch System | | |
| Split System HVAC w/ Lead-Lag configuration | | |
| Construction Supervision | | |
| Project Contingency | | |
| Performance Bond | \$ 14,160.00 | |
| 60 month extended warranty: Generator & HVAC | \$ 13,750.00 | |
| Project Total (excluding taxes) | | \$2,108,000 |

Extended Warranty: The extended warranty provides a 60 month repair service on the following items: Generator, Automatic Transfer Switch, HVAC's, DC Power Plant.

2.2 PAYMENT TERMS

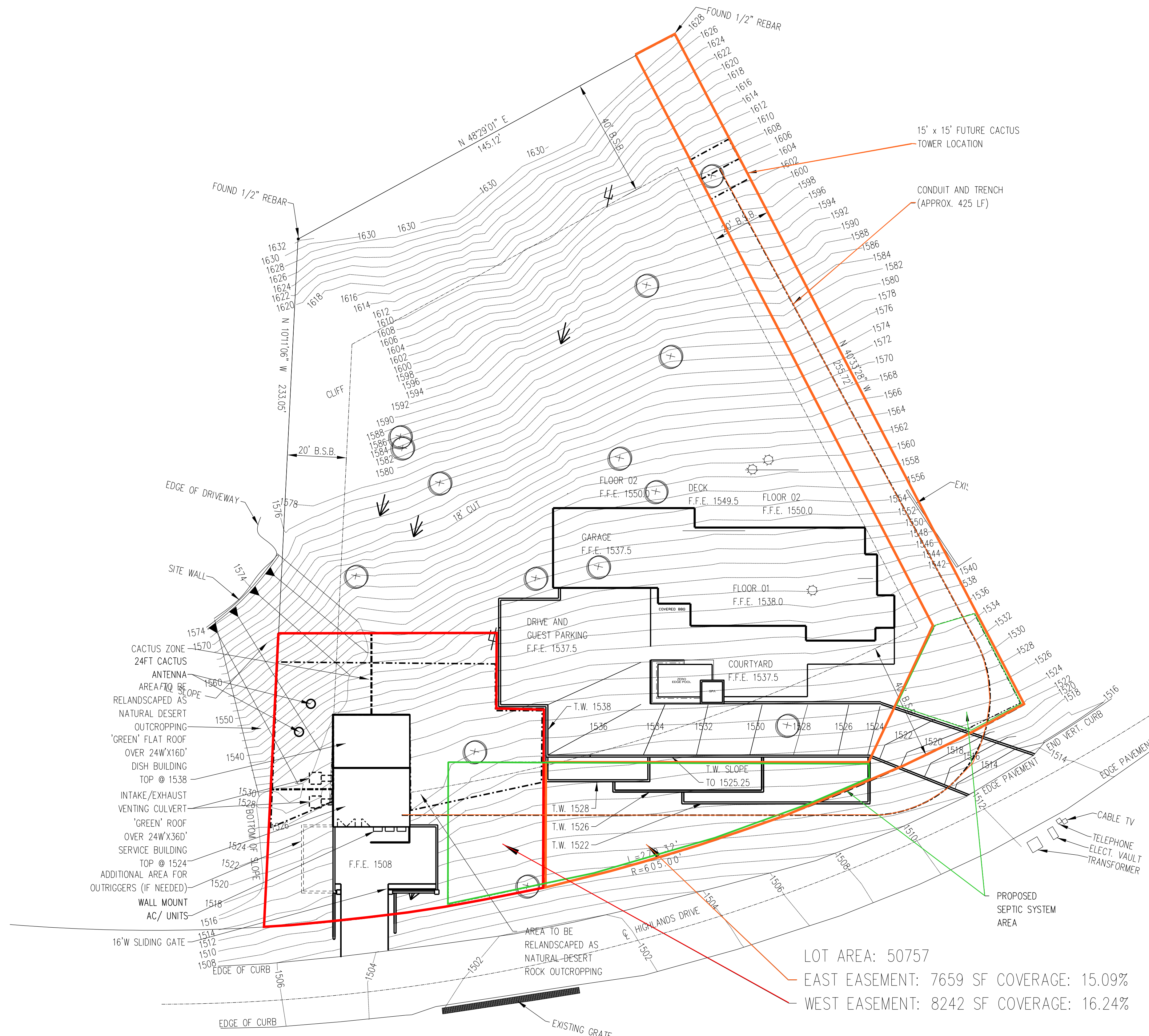
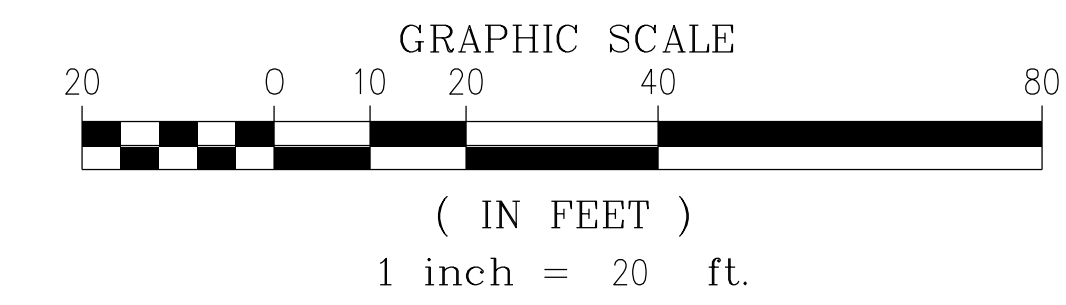
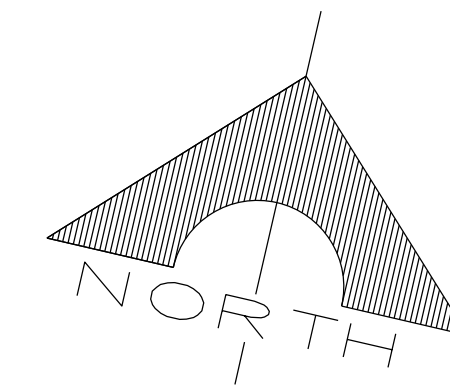
Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Payments are based on the total project price, including applicable taxes. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following:

- 5% Upon the Effective Date (Contract Award)
- 12% Detailed Design Review Complete
- 3% Phase 1 Complete: Building Permits issued
- 20% Excavation Complete
- 15% Communications Shelter Exterior Complete
- 15% Exterior Grounding System Complete
- 5% Communications Shelter Interior Build-Out Complete
- 5% Electrical Complete
- 5% Stealth Antenna Support Structures Complete
- 5% Generator Installation Complete
- 5% DC Power Plant Installation Complete
- 5% System Acceptance per the Statement of Work

Section 3

EXHIBIT A – PRELIMINARY SITE PLAN AND CIVIL SCHEDULE

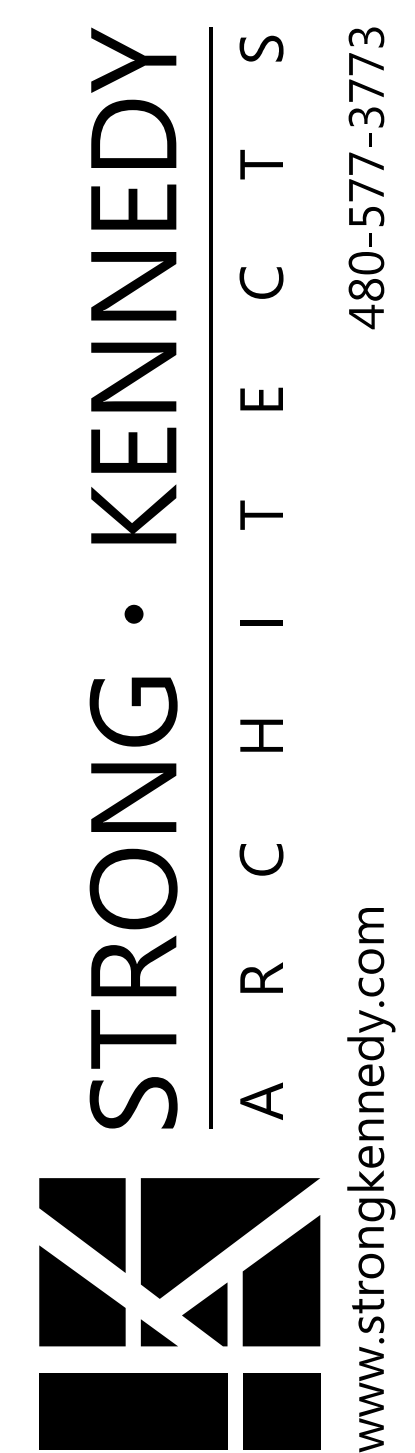
The Preliminary Site Plan and Civil Schedule is located on the following pages.



LOT AREA: 50757
EAST EASEMENT: 7659 SF COVERAGE: 15.09%
WEST EASEMENT: 8242 SF COVERAGE: 16.24%

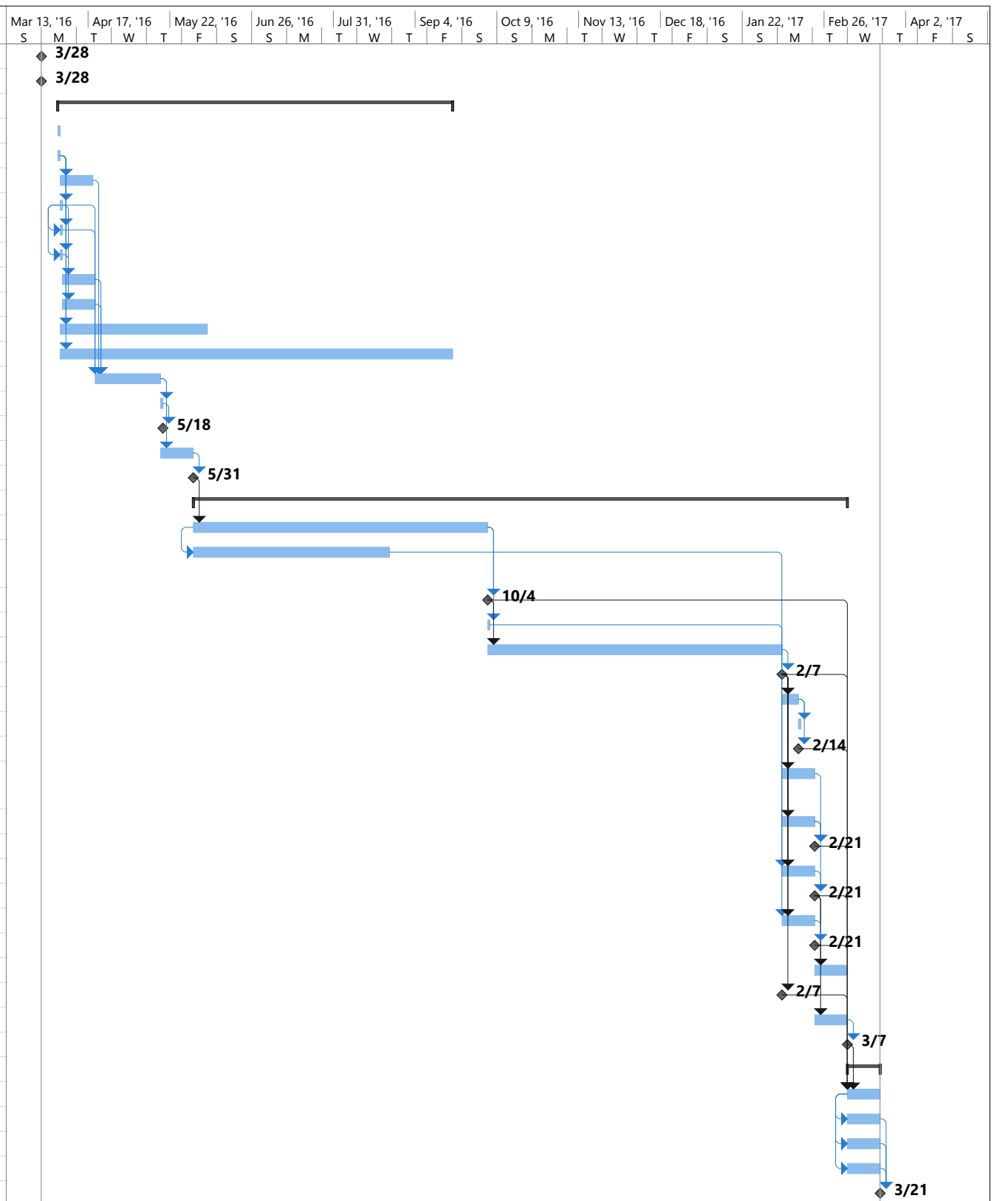
**THE WESTHOFF RESIDENCE
PARADISE HILLS, LOT 12
BUILDING AND SITE CONCEPT**

PRELIMINARY - SUBJECT TO CHANGE
18NOV2015. NOT FOR CONSTRUCTION



480-577-3773

| ID | Task Mode | Task Name | Duration | Start | Finish | Predecessors | Resource Names | Mar 13, '16 | Apr 17, '16 | May 22, '16 | Jun 26, '16 | Jul 31, '16 | Sep 4, '16 | Oct 9, '16 | Nov 13, '16 | Dec 18, '16 | Jan 22, '17 | Feb 26, '17 | Apr 2, '17 | | | |
|----|-----------|---|-----------------|--------------------|--------------------|-------------------------|----------------|-------------|-------------|-------------|-------------|-------------|------------|------------|-------------|-------------|-------------|-------------|------------|---|---|--|
| 1 | | PHASE 0: CONTRACT EXECUTION | 0 days | Mon 3/28/16 | Mon 3/28/16 | | | S | M | T | W | T | F | S | S | M | T | W | T | F | S | |
| 2 | | MS-1: Contract Execution | 0 days | Mon 3/28/16 | Mon 3/28/16 | | | | | | | | | | | | | | | | | |
| 3 | | PHASE I: PRECONSTRUCTION SERVICES | 121 days | Mon 4/4/16 | Mon 9/19/16 | | | | | | | | | | | | | | | | | |
| 4 | | Project Kick-Off Meeting | 1 day | Mon 4/4/16 | Mon 4/4/16 | | | | | | | | | | | | | | | | | |
| 5 | | Issue PO's - Precon Svc | 1 day | Mon 4/4/16 | Mon 4/4/16 | | | | | | | | | | | | | | | | | |
| 6 | | Preliminary Design Drawings | 10 days | Tue 4/5/16 | Mon 4/18/16 | 5 | | | | | | | | | | | | | | | | |
| 7 | | Geotechnical Investigation | 1 day | Tue 4/5/16 | Tue 4/5/16 | 5 | | | | | | | | | | | | | | | | |
| 8 | | Ground Resistivity Study - (4-Point Test) | 1 day | Tue 4/5/16 | Tue 4/5/16 | 7SS,5 | | | | | | | | | | | | | | | | |
| 9 | | Conduct Site Survey | 1 day | Tue 4/5/16 | Tue 4/5/16 | 7SS,5 | | | | | | | | | | | | | | | | |
| 10 | | Site Survey Report; 2C Letters | 10 days | Wed 4/6/16 | Tue 4/19/16 | 9 | | | | | | | | | | | | | | | | |
| 11 | | Geotechnical Report | 10 days | Wed 4/6/16 | Tue 4/19/16 | 7 | | | | | | | | | | | | | | | | |
| 12 | | FAA Filings | 45 days | Tue 4/5/16 | Mon 6/6/16 | 5 | | | | | | | | | | | | | | | | |
| 13 | | Environmental Services | 120 days | Tue 4/5/16 | Mon 9/19/16 | 5 | | | | | | | | | | | | | | | | |
| 14 | | Construction Drawings (Electrical, Mechanical, Grounding, Etc.) | 20 days | Wed 4/20/16 | Tue 5/17/16 | 6,7,8,10,11 | | | | | | | | | | | | | | | | |
| 15 | | Detailed Design Review (DDR) | 1 day | Wed 5/18/16 | Wed 5/18/16 | 14 | | | | | | | | | | | | | | | | |
| 16 | | MS-2: DDR Complete | 0 days | Wed 5/18/16 | Wed 5/18/16 | 15 | | | | | | | | | | | | | | | | |
| 17 | | Permitting Review | 10 days | Wed 5/18/16 | Tue 5/31/16 | 14 | | | | | | | | | | | | | | | | |
| 18 | | MS-3: PHASE I Complete (Building Permit) | 0 days | Tue 5/31/16 | Tue 5/31/16 | 17 | | | | | | | | | | | | | | | | |
| 19 | | PHASE II: CONSTRUCTION SERVICES | 200 days | Wed 6/1/16 | Tue 3/7/17 | | | | | | | | | | | | | | | | | |
| 20 | | Staging, Excavation & Export | 90 days | Wed 6/1/16 | Tue 10/4/16 | 18 | | | | | | | | | | | | | | | | |
| 21 | | Procure Long Lead Items (i.e. Stealth Cactii, Generator, ATS, Stealth Screening Materials, etc.) | 12 wks | Wed 6/1/16 | Tue 8/23/16 | 20SS | | | | | | | | | | | | | | | | |
| 22 | | MS-4: Excavation Complete | 0 days | Tue 10/4/16 | Tue 10/4/16 | 20 | | | | | | | | | | | | | | | | |
| 23 | | Coordinate Utilities with utility company (SRP) | 1 day | Wed 10/5/16 | Wed 10/5/16 | 20 | | | | | | | | | | | | | | | | |
| 24 | | Install all exterior walls, doors, and roofing systems | 90 days | Wed 10/5/16 | Tue 2/7/17 | 22 | | | | | | | | | | | | | | | | |
| 25 | | MS-5: Shelter Exterior "Shell" Complete | 0 days | Tue 2/7/17 | Tue 2/7/17 | 24 | | | | | | | | | | | | | | | | |
| 26 | | Install Exterior Grounding, Backfill | 5 days | Wed 2/8/17 | Tue 2/14/17 | 25 | | | | | | | | | | | | | | | | |
| 27 | | Ground Resistivity Study - (3-Point) Test | 1 day | Wed 2/15/17 | Wed 2/15/17 | 26 | | | | | | | | | | | | | | | | |
| 28 | | MS-6: Exterior Grounding System Complete | 0 days | Tue 2/14/17 | Tue 2/14/17 | 26 | | | | | | | | | | | | | | | | |
| 29 | | Interior build out - walls, stealth screening, ancillary electrical installation, cable trays, interior grounding | 10 days | Wed 2/8/17 | Tue 2/21/17 | 25 | | | | | | | | | | | | | | | | |
| 30 | | Install all electrical panels, ATS, MTS, TVSS, etc. | 10 days | Wed 2/8/17 | Tue 2/21/17 | 25 | | | | | | | | | | | | | | | | |
| 31 | | MS-7: Interior Build-Out Complete | 0 days | Tue 2/21/17 | Tue 2/21/17 | 29,30 | | | | | | | | | | | | | | | | |
| 32 | | Install new utility transformer near compound | 10 days | Wed 2/8/17 | Tue 2/21/17 | 25,23 | | | | | | | | | | | | | | | | |
| 33 | | MS-8: Mechanical & Electrical Complete | 0 days | Tue 2/21/17 | Tue 2/21/17 | 32,30 | | | | | | | | | | | | | | | | |
| 34 | | Install Stealth Saguaro's | 10 days | Wed 2/8/17 | Tue 2/21/17 | 21,25 | | | | | | | | | | | | | | | | |
| 35 | | MS-9: Stealth Saguaro Installations complete | 0 days | Tue 2/21/17 | Tue 2/21/17 | 34 | | | | | | | | | | | | | | | | |
| 36 | | Install Generator | 10 days | Wed 2/22/17 | Tue 3/7/17 | 33 | | | | | | | | | | | | | | | | |
| 37 | | MS-10: Generator Installation Complete | 0 days | Tue 2/7/17 | Tue 2/7/17 | 25 | | | | | | | | | | | | | | | | |
| 38 | | Install DC Power Plant and Battery Strings | 10 days | Wed 2/22/17 | Tue 3/7/17 | 33 | | | | | | | | | | | | | | | | |
| 39 | | MS-11: DC Power Plant Installation Complete | 0 days | Tue 3/7/17 | Tue 3/7/17 | 38 | | | | | | | | | | | | | | | | |
| 40 | | PHASE III: CLOSEOUT | 10 days | Wed 3/8/17 | Tue 3/21/17 | | | | | | | | | | | | | | | | | |
| 41 | | Punchlist Identification & Correction | 10 days | Wed 3/8/17 | Tue 3/21/17 | 22,25,28,31,33,35,37,39 | | | | | | | | | | | | | | | | |
| 42 | | Provide all warranty information | 10 days | Wed 3/8/17 | Tue 3/21/17 | 41SS | | | | | | | | | | | | | | | | |
| 43 | | Provide As-built Drawings | 10 days | Wed 3/8/17 | Tue 3/21/17 | 41SS | | | | | | | | | | | | | | | | |
| 44 | | Provide pertinent construction documentation | 10 days | Wed 3/8/17 | Tue 3/21/17 | 41SS | | | | | | | | | | | | | | | | |
| 45 | | MS-12: Closeout Acceptance | 0 days | Tue 3/21/17 | Tue 3/21/17 | 42,43,44 | | | | | | | | | | | | | | | | |



| | | | | | | | | | | | | | | |
|--|-----------|--|-----------------|--|--------------------|--|-----------------------|--|----------------|--|--------------------|--|-----------------|--|
| Project: Paradise Valley-Civil Sc Date: Thu 3/16/16 | Task | | Summary | | Inactive Milestone | | Duration-only | | Start-only | | External Milestone | | Manual Progress | |
| | Split | | Project Summary | | Inactive Summary | | Manual Summary Rollup | | Finish-only | | Deadline | | | |
| | Milestone | | Inactive Task | | Manual Task | | Manual Summary | | External Tasks | | Progress | | | |