

BOARD OF COUNTY COMMISSIONERS

DATE: February 24, 2015

AGENDA ITEM NO. 20

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Ranking and Final Negotiated Agreement – Professional Engineering Services Design/Build Multi-Site Radio Tower Replacement
Contract No. 134-0251-NC(RM)

Department:

Radio & Technology Department / Purchasing

Staff Member Responsible:

Jacqueline L. Weinreich / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RANKING OF FIRMS AND FINAL NEGOTIATED AGREEMENT WITH THE NUMBER ONE RANKED FIRM FOR PROFESSIONAL ENGINEERING SERVICES FOR A DESIGN/BUILD MULTI-SITE RADIO TOWER REPLACEMENT WITH MOTOROLA SOLUTIONS, INC. (MOTOROLA), SCHAUMBURG, ILLINOIS.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

The purpose of this project is to replace five (5) radio towers which are aging and beyond their useful life. More specifically, this is a turnkey project requiring the design and construction of new radio tower structures capable of withstanding 150 mile per hour winds adjacent to the existing towers. Once the switch over to a new tower occurs, the old tower will be decommissioned, demolished and removed. Since this is a Public Safety Radio system, there can be no interruption of services during this project. The new towers will be able to support current and future tower loading requirements.

The towers being replaced are:

- Tarpon/Dunn radio site, 4100 Douglas Street, Palm Harbor
- Highway maintenance radio site, 22211 US Highway 19, Clearwater
- Toytown Landfill radio site, 10540 16th Street North, St. Petersburg
- Fort De Soto radio site, 3500 Pinellas Bayway South, Tierra Verde
- Eldridge Wilde site, 3563 Old Keystone Road, Tarpon Springs

The radio towers are the backbone of the countywide 800 MHz P25 radio system that supports over 10,000 users including all fire departments, ambulances, and law enforcement agencies with the exception of the City of Clearwater Police Department. The current towers were originally constructed when the radio system became operational in 1986. Pinellas County also leases space on the current towers to cellular providers receiving approximately \$18,500 per month in revenue, which will continue with the replacement radio towers.

On June 10, 2014, in accordance with the Consultant Competitive Negotiation Act, the Purchasing Department released a Request for Proposal (RFP) with the intent of obtaining the services of a qualified firm to design and construct the towers. Motorola was the only responsive proposal which was evaluated on July 31, 2014. Other firms contacted regarding non-submittals indicated they could not be competitive with Motorola due to the specific nature of the project and chose not to propose.

Staff entered into negotiations with Motorola which were centered on developing specific deliverables, a scope of work and a GMP for five (5) towers. Main project tasks include but are not limited to: soil and ground work; construction of foundations; frequency licensing; steel construction and relocation of equipment and/or installation of new equipment. Additionally, all work must be coordinated with the various cellular providers who lease space on the existing radio towers.

The Board previously adjusted the Capital Improvement Program (CIP) budget for the replacement of six towers at \$500,000 each over six years, for a total of \$3M. The five towers proposed to be replaced have exhibited accelerated deterioration and require expedited replacement. Current market estimates indicate that \$700,000 per tower is needed, a total of \$3,500,000 for this current fiscal year. The sixth tower, located in St. Petersburg, is not exhibiting the same rate of degradation and replacement can be delayed for several years.

In Fiscal Year 2014, the Radio Equipment Replacement Project was completed \$500,000 under-budget, which provides the additional funding needed for the towers. Considering the safety issues involved with this project and the mobilization efficiencies of doing all the towers at once, the CIP Governance Committee recommended moving forward with the five towers this fiscal year. Board approval of this project reallocates \$500,000 from CIP to the Tower Replacement Project.

The contract term is for a period of four hundred eighty (480) consecutive calendar days from the date the agreement is executed by the County.

Fiscal Impact/Cost/Revenue Summary:

Guaranteed Maximum Price not to exceed: \$3,500,000.00 (including cost of demolition)

Funding sources will be provided by the Infrastructure Sales Tax (Penny for Pinellas): Public Safety, Other Public Safety Projects Program Allocation.

As noted above, the CIP will require an adjustment in the amount of \$3M to accelerate appropriation presently programmed in future years.

Exhibits/Attachments:

Contract Review

Agreement

Ranking Spreadsheet



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

**CATS
NO.:46109**

PROJECT: CCNA – Professional Engineering Services Design/Build Multi-site Radio Tower Replacement – Negotiated Agreement

RFP NUMBER: 134-0251-NC(RM)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☒ Other: CCNA ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 15-17
This is an annual contract.

PRODUCT ONLY ☐
Estimated Expenditure: \$2.1 Million

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director R. McKenzie, PA	11/24/14 11/20/14		S&ES pls provide tower drawings for Attachment 1— Scope of work	
2.	Safety & Emergency Services Gary Dempsey Jackie Weinreich	11/20/14 11/20/14	GD via email JW via email		

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☒ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want RFPs mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	11/20/14	VH via email		HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	11/25/14	CW via email		NOT HIGH RISK
5.	Legal Attn: Miles Belknap	11/20/14	MB via email		
6.	Executive Director Bruce Moeller	12/1/2014	See notes on BCC memo.	12/15/14 OK BM	
7.	Asst. County Administrator Attn: <i>Ramona Siranni</i>	12/19/14			

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: **Ruby McKenzie** at Extension 4-3795
In order to meet the following schedule, please return your requirements to Purchasing by: **March 27, 2014**

TENTATIVE DATES

RFP Mail Out: April 3, 2014 TBD
RFP Opening: May 6, 2014 TBD
BCC Approval: TBD

From: Dempsey, Gary
Sent: Thursday, November 20, 2014 7:27 AM
To: McKenzie, Ruby M; Weinreich, Jacqueline L; Holscher, Virginia; Williams, Cassandra B; Belknap, Miles S
Cc: Lauro, Joseph; Mancuso, Candis L
Subject: RE: Review for 134-0251-NC Radio Tower Replacement CATS 46109

Ruby,
I have reviewed the documents and everything looks good to me.

Gary

Gary Dempsey

Radio Systems Coordinator

Phone (727) 582-2413

All government correspondence is subject to the public records law.

From: McKenzie, Ruby M
Sent: Wednesday, November 19, 2014 12:06 PM
To: Dempsey, Gary; Weinreich, Jacqueline L; Holscher, Virginia; Williams, Cassandra B; Belknap, Miles S
Cc: Lauro, Joseph; Mancuso, Candis L
Subject: Review for 134-0251-NC Radio Tower Replacement CATS 46109
Importance: High

The attached files have been placed in CATS #46109. However, time is of the essence so I am asking you to review this via email **and respond to me by the close of business Friday 11/21/14 with any changes or questions you may have. Please indicate in your email that you have reviewed the documents. You do not need to print out the contract review. It is attached only as a reference of what will be going to the BCC.**

Rather than use the agreement that originally went through contract review, Motorola wanted to use their own version which required several revisions and lengthy communications between their staff and County staff.

The Department would like to move forward as quickly as possible and would like to have this scheduled for BCC agenda December 16, 2014.

Please contact me with any questions and thank you for your assistance with this on such short notice.

ruby

Ruby M. McKenzie, CPPB
Purchasing Operations Manager
Pinellas County Purchasing Dept
400 S. Ft. Harrison Ave 6th Fl
Annex Bldg
Clearwater, FL 33756
Phone: 727 464-3795
email: rmmckenz@pinellascounty.org

From: Weinreich, Jacqueline L
Sent: Thursday, November 20, 2014 10:13 AM
To: McKenzie, Ruby M
Cc: Dempsey, Gary; Beim, Donna J
Subject: Review for 134-0251-NC Radio Tower Replacement CATS 46109

Good Morning, Ruby:

I have reviewed the contract review documents for CATS 46109 and have no changes.

Would you like for me to log in to CATS and enter a date by my name today?

Thanks Very Much,

Jackie

Jacqueline Weinreich, CPM
Radio and Technology Director
10750 Ulmerton Road
Building 1, Suite 343
Largo, Florida 33778
Phone (727) 464-3879
Cell (727) 735-5283
Fax (727) 464-5012
jweinrei@pinellascounty.org

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McKenzie, Ruby M

From: Holscher, Virginia
Sent: Friday, November 21, 2014 1:48 PM
To: McKenzie, Ruby M
Cc: White, Ginger; Makras, Tiffany C
Subject: RE: 134-0251-NC(RM) Finalized Phase II requirements.docx

Yes – perfect. This is the final approved by Jack.

Thanks much Ruby.

Virginia E. Holscher, CPCU
Bureau Director, Risk Management
400 South Fort Harrison Avenue
Clearwater, FL 33756
Phone: 727-464-3559
Fax: 727-464-4060
Cell: 727-328-4756
vholscher@pinellascounty.org

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From: McKenzie, Ruby M
Sent: Friday, November 21, 2014 12:15 PM
To: Holscher, Virginia
Subject: 134-0251-NC(RM) Finalized Phase II requirements.docx

Ginny, Disregard the last email. I have the latest that Ginger sent yesterday that is going back to Motorola.

Ruby

McKenzie, Ruby M

From: Holscher, Virginia
Sent: Thursday, November 20, 2014 12:27 PM
To: McKenzie, Ruby M
Cc: Lauro, Joseph; Mancuso, Candis L; White, Ginger; Makras, Tiffany C
Subject: FW: Review for 134-0251-NC Radio Tower Replacement CATS 46109

Hi Ruby,

There is a good deal of work and negotiations that Ginger and Tiffany did on this contract. I am aware from final outcome discussions only. Thankfully, Ginger is back in the office for lunch and will be sending the final insurance requirements that she, Tiffany, Jack Powell and Miles along with the Motorola legal department all had a hand in. It has been agreed to by Motorola, so the insurance requirements should not be an issue.

She will send the final negotiated wording before she heads back to Achieve Global.

Thanks

Virginia E. Holscher, CPCU

Bureau Director, Risk Management
400 South Fort Harrison Avenue
Clearwater, FL 33756
Phone: 727-464-3559
Fax: 727-464-4060
Cell: 727-328-4756
vholscher@pinellascounty.org

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From: Holscher, Virginia
Sent: Thursday, November 20, 2014 12:12 PM
To: McKenzie, Ruby M
Cc: Lauro, Joseph; Mancuso, Candis L; White, Ginger; Makras, Tiffany C
Subject: RE: Review for 134-0251-NC Radio Tower Replacement CATS 46109

Ruby,

I am reviewing now.

I am just opening this email. Yesterday and today have been back to back meetings and other than the WTE contract, contracts are the responsibility of the Insurance Division (Ginger and Tiffany in this case) and when I see a CATS contract mentioned, I may skip over it in the interest of prioritizing those that need my immediate attention. I am only opening this one now because I know Ginger is in Achieve Global and Tiffany is out today.

I am concerned about these items languishing when they could have at least preliminary review (especially if Ginger and Tiffany set the original requirements), so please ALWAYS keep Ginger and Tiffany in the loop – we want to provide the quickest service we can and have workflows set up so they can be responded to by the appropriate staff.

Thanks

Virginia E. Holscher, CPCU

Bureau Director, Risk Management
400 South Fort Harrison Avenue
Clearwater, FL 33756
Phone: 727-464-3559
Fax: 727-464-4060
Cell: 727-328-4756
vholscher@pinellascounty.org

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From: McKenzie, Ruby M

Sent: Wednesday, November 19, 2014 12:06 PM

To: Dempsey, Gary; Weinreich, Jacqueline L; Holscher, Virginia; Williams, Cassandra B; Belknap, Miles S

Cc: Lauro, Joseph; Mancuso, Candis L

Subject: Review for 134-0251-NC Radio Tower Replacement CATS 46109

Importance: High

The attached files have been placed in CATS #46109. However, time is of the essence so I am asking you to review this via email **and respond to me by the close of business Friday 11/21/14 with any changes or questions you may have. Please indicate in your email that you have reviewed the documents. You do not need to print out the contract review. It is attached only as a reference of what will be going to the BCC.**

Rather than use the agreement that originally went through contract review, Motorola wanted to use their own version which required several revisions and lengthy communications between their staff and County staff.

The Department would like to move forward as quickly as possible and would like to have this scheduled for BCC agenda December 16, 2014.

Please contact me with any questions and thank you for your assistance with this on such short notice.

ruby

Ruby M. McKenzie, CPPB

Purchasing Operations Manager

Pinellas County Purchasing Dept

400 S. Ft. Harrison Ave 6th Fl

Annex Bldg

Clearwater, FL 33756

Phone: 727 464-3795

McKenzie, Ruby M

From: Williams, Cassandra B
Sent: Tuesday, November 25, 2014 5:39 PM
To: McKenzie, Ruby M
Subject: RE: Review for 134-0251-NC Radio Tower Replacement CATS 46109

I reviewed the contract and updated in CATS on 11/21/14.

I don't have a hard copy.

Is there something else I needed to do?

Cassandra B. Williams, CPA, MPA

Finance Accountant II

Finance Division

Office of Ken Burke, Clerk of the Circuit Court and Comptroller

Pinellas County, Florida

(727) 464-8305 | Fax: (727) 464-8370

cbwilliams@pinellascounty.org | www.pinellasclerk.org

You must be the change you want to see in the world. Mahatma Gandhi

Please Note: All e-mails sent to and received from Pinellas County Government, including e-mail address and content, are subject to the broad provisions of the Florida Public Records Act and the Florida State Statutes and may be subject to disclosure.

From: McKenzie, Ruby M
Sent: Tuesday, November 25, 2014 4:32 PM
To: Williams, Cassandra B
Subject: RE: Review for 134-0251-NC Radio Tower Replacement CATS 46109
Importance: High

Cassandra. I am in a spot now. I need your response to the review of the Motorola Contract. If you can't get it reviewed, please let me know who I need to send it to.

ruby

Ruby M. McKenzie, CPPB
Purchasing Operations Manager
Pinellas County Purchasing Department

From: Williams, Cassandra B
Sent: Thursday, November 20, 2014 5:15 PM
To: McKenzie, Ruby M
Subject: RE: Review for 134-0251-NC Radio Tower Replacement CATS 46109

I'm reviewing it now.

I didn't see Exhibit B or D.

Cassandra B. Williams, CPA, MPA

Finance Accountant II

From: Belknap, Miles S
Sent: Thursday, November 20, 2014 3:06 PM
To: McKenzie, Ruby M; Dempsey, Gary; Weinreich, Jacqueline L; Holscher, Virginia; Williams, Cassandra B
Cc: Lauro, Joseph; Mancuso, Candis L
Subject: RE: Review for 134-0251-NC Radio Tower Replacement CATS 46109

I have reviewed, and I have also worked with Motorola to add language clarifying the application of the taxes provision in section 15. I have approved the final agreement to form and provided to Purchasing.

Miles Belknap
Assistant County Attorney
Pinellas County Attorney's Office
315 Court Street, 6th Floor
Clearwater, FL 33756
Phone: (727) 464-3354
Fax: (727) 464-4147
mbelknap@pinellascounty.org

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From: McKenzie, Ruby M
Sent: Wednesday, November 19, 2014 12:06 PM
To: Dempsey, Gary; Weinreich, Jacqueline L; Holscher, Virginia; Williams, Cassandra B; Belknap, Miles S
Cc: Lauro, Joseph; Mancuso, Candis L
Subject: Review for 134-0251-NC Radio Tower Replacement CATS 46109
Importance: High

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ruby

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Pinellas County Purchasing Dept
400 S. Ft. Harrison Ave 6th Fl
Annex Bldg
Clearwater, FL 33756
Phone: 727 464-3795
email: rmmckenz@pinellascounty.org

Communications Tower Agreement

Motorola Solutions, Inc. ("Motorola") and the Pinellas County, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Tower, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	"Payment Schedule"
Exhibit B	Motorola's Proposal dated October 6, 2014
Exhibit B-1	Addendum to Proposal dated January 20, 2015
Exhibit C	Insurance Requirements
Exhibit D	Performance and Payment Bonds
Exhibit E	"Tower Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Tower Acceptance Plan.
- 2.2. "Contract Price" means the Not to Exceed Guaranteed Maximum Price for this Project Scope of Work, excluding applicable sales or similar taxes.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.5. "Infringement Claim" means a third party claim alleging that the Tower manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.6. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Tower.
- 2.7. "Specifications" means the functionality and performance requirements that are described in Exhibit B.
- 2.8. "Tower Acceptance" means the Tower has been completed.
- 2.9. "Warranty Period" means one (1) year from the date of Tower Acceptance or Beneficial Use.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the Tower, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement, if any.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time 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.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for 480 consecutive calendar days.

3.4. **PERFORMANCE AND PAYMENT BONDS**

3.4.1. Concurrent with its execution of this Agreement, Motorola shall provide Performance and Payment Bonds, in the form prescribed in Exhibit D, in the amount of 100% of the Contract Price, the costs of which are to be paid by Motorola. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise reasonably acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" circular. This circular may be accessed via the web at www.fms.treas.gov/c570/c570.html. Should the Contract Amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

3.4.2. If the surety for any bond furnished by Motorola is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Motorola shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be reasonably subject to the Owner's approval.

3.4.3. At the time Motorola executes this Agreement, Motorola shall deliver to Owner proof, reasonably acceptable to Owner, of Motorola's ability to deliver the Performance and Payment bonds required hereunder.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$3,500,000. If applicable, a pricing summary is included with the Payment Schedule.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Tower will pass to Customer upon shipment. Risk of loss will pass to Customer upon delivery.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: SES Radio & Technology Director, 10750 Ulmerton Road, Largo, FL 33778.

The Tower will be shipped to the Customer at the following address (insert if this information is known):
N/A.

If different, the address which is the ultimate destination where the Tower will be delivered to Customer is:

Dunn Facility Site: 4100 Douglas Street, Palm Harbor, FL 34683-1446

Highway Site: 22211 US Hwy 19, Clearwater, FL 34625

Toytown Landfill Site: 10540 16th St. North, St. Pete, FL 33716

Fort Desoto Site: 3500 Pinellas Bayway South, Tierra Verde, FL 33715

Eldridge Wilde Site: 3563 Old Keystone Road, Tarpon Springs, FL 34689

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit B as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets. Before installing the Tower at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

6.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit B are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit B, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TOWER ACCEPTANCE

7.1. TOWER ACCEPTANCE. Tower Acceptance will occur upon completion of the Installation. Upon Tower Acceptance, the Parties will memorialize this event by promptly executing a Tower Acceptance Certificate. If Customer does not provide notice to Motorola of a Tower of a material defect in the Tower or installation within thirty (30) days after completion of the installation, Tower Acceptance will be deemed to have occurred.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. **TOWER WARRANTY.** During the Warranty Period, Motorola warrants that the Tower under normal use will be free from material defects in materials and workmanship.

8.2. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, if Motorola's investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defect, replace it with the same or equivalent Tower, or refund the price of the defective Tower.

8.3. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Tower for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.4. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE TOWER PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

9.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

9.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of products; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

11.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

11.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 11.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the Tower through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the Tower not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 12 INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY MOTOROLA.** The first ten dollars (\$10) of compensation received by Motorola pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims brought on account of any injuries or damages received or sustained by any person, persons or tangible property caused by Motorola; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of Motorola; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

12.2. Unless specifically prohibited by Florida Law, Motorola agrees to indemnify the County and



hold it harmless from and against all claims, liability, loss, damage or expense, including reasonable counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement as set forth below in Subsection 12.3 or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.



12.3. PATENT AND COPYRIGHT INFRINGEMENT

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Tower furnished by Motorola directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant Customer a credit for the product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Tower with any product not furnished by Motorola; (b) a modification of the product by a party other than Motorola; or (c) use of the Tower in a manner for which the product was not designed or that is inconsistent with the terms of this Agreement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Tower.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE TOWER, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 14 PROPRIETARY RIGHTS

PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola and the third party manufacturer of the Tower own and retain all of their respective Proprietary Rights in the Tower, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Tower, or related

services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property.

Section 15 GENERAL

15.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within forty-five (45) days after the date of the invoice. Customer will be solely responsible for reporting the Tower for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth. Customer will not be required pursuant to this Agreement to pay any amount to Motorola for taxes, unless Customer is responsible for the payment of such tax by law and Customer provides written agreement in advance to the amount.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature,



including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Legal, Government Affairs & Communications
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196

Customer
Attn: Jacqueline Weinreich
Radio and Technology Director
10750 Ulmerton Road
Building 1, Suite 343
Largo, Florida 33778


15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, county and local laws, ordinances, regulations and rules concerning the performance of this Agreement or use of the Tower, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, and public records laws including the requirements specified in Fla. Stat. 119.0701. Motorola is and shall remain an independent contractor, and Motorola acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Motorola is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Motorola is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above specified statutes shall be considered a material breach of the Agreement.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); and Section 14 (Proprietary Rights); and all of the General provisions in Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

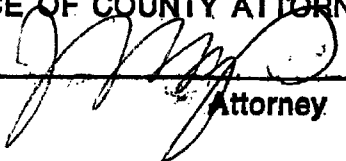
Motorola Solutions, Inc.

By: 
Name: Robert E. Marshall Jr.
Title: MSSSI Vice President
Date: January 27, 2015

Customer

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

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: 
Attorney

**Exhibit A
Payment Schedule**

The Contract Price in U.S. dollars is \$3,500,000. Customer will make payments to Motorola within forty-five (45) days after the date of each invoice. 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 milestones.

- 1) 20% of Contract Value upon completion of Customer Design Review;
- 2) 6.5% of Contract Value upon Shipment of Tarpon Springs-Dunn Site Equipment,
- 3) 6.5% of Contract Value upon Installation of Tarpon Springs-Dunn Site Equipment,
- 4) 2% of Contract Value upon Cutover of Tarpon Springs-Dunn Site,
- 5) 6.5% of Contract Value upon Shipment of Highway Maintenance Site Equipment,
- 6) 6.5% of Contract Value upon Installation of Highway Maintenance Site Equipment,
- 7) 2% of Contract Value upon Cutover of Highway Maintenance Site,
- 8) 6.5% of Contract Value upon Shipment of Toytown Site Equipment,
- 9) 6.5% of Contract Value upon Installation of Toytown Site Equipment, and
- 10) 2% of Contract Value upon Cutover of Toytown Site,
- 11) 6.5% of Contract Value upon Shipment of Fort Desoto Site Equipment,
- 12) 6.5% of Contract Value upon Installation of Fort Desoto Site Equipment, and
- 13) 2% of Contract Value upon Cutover of Fort Desoto Site,
- 14) 6.5% of Contract Value upon Shipment of Eldridge Wilde Site Equipment,
- 15) 6.5% of Contract Value upon Installation of Eldridge Wilde Site Equipment, and
- 16) 2% of Contract Value upon Cutover of Eldridge Wilde Site,
- 17) 5% of Contract Value upon Project Final Acceptance for all Five (5) Sites Completed



Exhibit B
Motorola's Proposal dated October 6, 2014

Pinellas County, Florida
Professional Engineering Services – Design/Build Multi-Site Radio Tower Replacement
RFP Number: 134-0251 - NC(RM)

13 November 2014
Motorola Ref No. 14-152303
Revised: 20 January 2015



Motorola Solutions

PINELLAS COUNTY MULTI-SITE RADIO TOWER REPLACEMENT



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RFP Number: 134-0251-NC(RM)

TABLE OF CONTENTS

1.0 SYSTEM DESCRIPTION.....	1
2.0 STATEMENT OF WORK.....	3
3.0 WARRANTY AND MAINTENANCE.....	19
4.0 PRICING SUMMARY.....	20
5.0 PAYMENT TERMS.....	21
6.0 TOWER AND SITE DRAWINGS	
7.0 COMMUNICATIONS TOWER AGREEMENT	



1.0 SYSTEM DESCRIPTION

1.1 SYSTEM DESIGN

Design Approach

- Develop Tower Structure Design based on Antenna System Requirements for each Site included in this Proposal. Develop Physical Tower Design that supports all required Antennas, Line, Tower Top Amplifiers, including future growth requirements for Pinellas County and their Co-location agreements based on RFP Number 134-0251-NC(RM)
- Develop Tower Site Layout that incorporates new Tower, Ice-bridge, Port Entry and required compound changes. Develop Lease Exhibits that depict new compound layouts for customer approval
- Provide Boundary Surveys and Soil Analysis including borings and grounding assessments
- Develop Foundation Design that supports new tower design.
- Assist Pinellas County to file FAA Obstruction Determination Reports and all required FCC filing applications.
- Develop cutover plan that provides a smooth transition between current tower, antennas and line and the new tower, antennas and line for the Pinellas County Radio System. Assist Pinellas County Project Manager with information and data required for co-location systems to cutover to their new antennas and line. Schedule a Design Review to present design, drawings and cutover plan for review and approval by the Pinellas County Project Manager.
- Provide all construction permit applications and inspections

1.2 SYSTEM IMPLEMENTATION

Installation Approach

- Modify Compounds as necessary to support new tower and Ice Bridge based on approved Lease Exhibits
- Install new Tower Foundations
- Erect new Towers
- Install new Antennas, Tower Top Amplifiers and antenna Line
- Install new Port Entry onto existing communications shelters
- Implement approved cutover plan
- Optimize and Test radio site for proper operation

- All equipment, material and services for each of the Replacement Towers will be fully compliant to Motorola's current R56 Standard.

1.3 SYSTEM OVERVIEW

Pinellas County has committed to replacing the Radio System Towers at the Highway Maintenance, Toytown and Tarpon Springs Radio Sites. Motorola is proposing a turnkey solution that includes the design, equipment and materials, installation, testing and cutover of the replacement towers at these three radio site locations. When all cutovers are complete, including the cutover by the co-located carriers, Motorola will demolish and remove the old towers, ice bridges, antennas and line.



2.0 STATEMENT OF WORK

2.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Pinellas County in compliance with the RFP 134-0251-NC, Multi-Site Radio Tower Replacement. The tasks described herein will be performed by Motorola, its subcontractors, and the County to implement the solution described in the RFP. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the County during the project implementation.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. 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.

2.2. CONTRACT

2.2.1 Contract Award (Milestone)

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

2.2.2 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.
- Schedule the project kickoff meeting with the County.

County Responsibilities

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

Completion Criteria

- Both Motorola and the County assign all required resources.
- Project kickoff meeting is scheduled.



2.2.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.

County Responsibilities

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

Completion Criteria

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

County Responsibilities

- Review and approve proposed Final Acceptance Plan.

2.3. CONTRACT DESIGN REVIEW

2.3.1. Review Contract Design

Motorola Responsibilities

- Meet with the County project team.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Plans, and update the contract documents accordingly.
- Submit design documents to the County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
 - If, for any reason, any of the proposed sites 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 County and documented through the change order process.

County Responsibilities

- The County'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 System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.



2.3.2. Design Approval (Milestone)

- The County executes a Design Approval milestone document.

2.4. SHIP EQUIPMENT TO FIELD

Motorola Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

County Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.

2.5 CIVIL WORK

2.5.1 Site Development at Tarpon Springs-Dunn Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning services–Not included.
- New fenced compound/expansion size–60-foot x 50-foot.
- Clearing type–Medium.
- Road length requiring improvement–150 feet.
- New tower to be used for antennas–300-foot self-supported tower.
- New tower foundation type–Pier and pad.

Motorola Responsibilities

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction

- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV); mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- 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.
- Perform medium clearing, grubbing, and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (9000 square feet).
- Perform medium tree clearing (Trees up to 6 inches in diameter), grubbing and disposal of vegetation and shrub growth in a 15-foot wide access road to the site (not to exceed 150 feet in length).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5600 square feet).
- Provide earth fill to raise surface level in the site compound.
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 3696 square feet).
- Provide a 15-foot wide access road (not to exceed 150 feet in length), including surface grading and graveling
- Provide silt fence around the compound to control soil erosion (not to exceed 220 linear feet).
- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (includes removal and either replace or reset existing fence as necessary).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).
- Construct pier and pad type tower foundations including excavation, rebar, and concrete.
- Erect new 300-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 300-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers



Antennas and Lines

- Install 7 antennas for the RF system.
- Supply and install 7 heavy-duty mounts for Bogner antennas.
- Supply and install 7 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 4 Yagi antennas.
- Install 3 3-foot microwave dishes.
- Install 2 6-foot Dual Polarity microwave dishes.
- Install 1 8-foot Dual Polarity microwave dish.
- Install 373 linear feet of 3/8-inch transmission line.
- Install up to 130 linear feet of 1/2-inch transmission line.
- Install up to 1377 linear feet of 7/8-inch transmission line.
- Install up to 1625 linear feet of 1-5/8-inch transmission line.
- Install up to 1800 linear feet of EW63 waveguide for microwave dishes.
- Install up to 180 linear feet of EW90 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kick off or before work begins).
 - Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
 - All punchlist and deficiencies shall be completed prior to County and Motorola Site Scope Summary

2.5.2 Site Development at Highway Maintenance Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning services–Not included.
- New fenced compound/expansion size–50-foot x 50-foot.
- Clearing type–Light.
- New tower to be used for antennas–250-foot self-supported tower.
- New tower foundation type–Drilled pier.



Motorola Responsibilities

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by ATV; mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.
- Prepare, submit, and track application for local permit fees (zoning, electrical, building, etc.), prepare FAA filings and procure information necessary for filing.



Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- 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.
- Perform light clearing of brush and disposal of vegetation and shrub growth in the site compound area.
- Cut and remove existing asphalt pavement, not to exceed 2500 square feet.
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 4900 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced-in site compound area, and a 3-foot path around it (not to exceed 3136 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 200 linear feet).
- Supply and install 8-foot high chain-link fencing with a 10-foot wide gate around the shelter compound (includes removal and either replace or reset existing fence as necessary).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).

Tower Work

- Construct Drilled Pier tower foundations including excavation, rebar, and concrete.
- Erect new 250-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 250-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers

Antenna and Transmission Line Installation

- Install 4 antennas for the RF system.
- Supply and install 4 heavy-duty mounts for Bogner antennas.
- Supply and install 4 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 1 Yagi antenna.
- Install 1 3-foot microwave dish.
- Install 4 6-foot Dual Polarity microwave dishes.
- Install 795 linear feet of 3/8-inch transmission line.
- Install up to 200 linear feet of 1/2-inch transmission line.
- Install up to 235 linear feet of 7/8-inch transmission line.
- Install up to 1015 linear feet of 1-5/8-inch transmission line.
- Install up to 2400 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.



Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kick off or before work begins).
- Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
- All punchlist and deficiencies shall be completed prior to County and Motorola inspections

2.5.3 Site Development at Toytown Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning services–Not included.
- New fenced compound/expansion size–60-foot x 50-foot.
- Clearing type–Light.
- New tower to be used for antennas–250-foot self-supported tower.
- New tower foundation type–Pier and pad.

Motorola Responsibilities

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction



- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Perform light clearing of brush, grubbing, and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (9000 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5600 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 3696 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 220 linear feet).
- Supply and install 8-foot high chain-link fencing with a 10-foot wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).
- Construct pier and pad type tower foundations including excavation, rebar, and concrete.
- Erect new 250-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 250-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers

Antenna and Transmission Line Installation

- Install 5 antennas for the RF system.
- Supply and install 5 heavy-duty mounts for Bogner antennas.
- Supply and install 5 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 1 Yagi antenna.
- Install 1 2-foot microwave dish.
- Install 3 6-foot Dual Polarity microwave dishes.
- Install 440 linear feet of 3/8-inch transmission line.
- Install up to 80 linear feet of 1/2-inch transmission line.



- Install up to 280 linear feet of 7/8-inch transmission line.
- Install up to 690 linear feet of 1-5/8-inch transmission line.
- Install up to 1800 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kickoff or before work begins).
- Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
- All punchlist and deficiencies shall be completed prior to County and Motorola inspections

County Responsibilities for All Sites

- Motorola assumes that County has read the March 6, 2009 Safety Alert for Operators (SAFO) issued by the Federal Aviation Authority which was attached to the proposal. County is responsible for evaluating the SAFO and its recommendations and is responsible for determining the appropriate course of action. Further, County is responsible for electing to install and use LED lights on the communication towers. Motorola bears no responsibility for monitoring or communicating FAA alerts or memos. County will continue to monitor FAA alerts and memos, as it deems appropriate. Motorola disclaims any and all liability for any claims of any nature arising from or related to installation or use of certain LED lights on towers. SAFO Document:
http://www.faa.gov/other_visit/aviation_industry/airline_operators/airline_safety/safo/all_safos/media/2009/SAFO09007.pdf. Please note if the County intends to implement the FAA SAFO recommendation, Motorola will be able to provide a separate quote as an alternative solution to the lighting system specified that weaves infra-red and LED lighting together so the light is visible with night vision goggles.
- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines. [Note: Should the County desire guidance with this task, Motorola is able to recommend resources. Additionally, Appendix A of Motorola's Standards and Guidelines for Communication Sites (R56) discusses Electromagnetic Energy and provides a basic methodology for structuring an FCC compliant program. If the County does not have a copy of Motorola's Standards and Guidelines for Communication Sites (R56) v 2005, one will be provided.]
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the County's responsibility.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.



- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the County shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for application fees, taxes, and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the County will be responsible for any installation or upgrades of the electrical system in order to comply with NFPA 70, Article 708.
- As required, secure clear and unencumbered MOU with the property owner.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Provide additional temporary space for staging of the construction equipment during the construction of new tower.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up tower.

Assumptions for All Sites

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- Temporary site trailers (tower, housing, COWS, and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the County or site owner.
- All utility installations shall be coordinated and paid for by the site owner.
- Site has adequate electrical service for the new tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- 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 the County.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, tower delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- As applicable (based on local jurisdictional authority), the County will be responsible for any installation or upgrades of the electrical system in order to comply with NFPA 70, Article 708.
- In the absence of geotechnical test data at the sites, normal soil conditions have been assumed. Normal soil is defined as a cohesive soil with net vertical bearing capacity of 4000 pounds per square inch and an allowable net horizontal pressure of 400 pounds per lineal foot of depth to a maximum of 4000 pounds per square foot. Rock, non-cohesive soils, or submerged soils are not considered normal soils



- The new tower location will pass the FAA hazard study, zoning, FCC, and environmental permitting.
- The restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate. Additional landscaping or aesthetic improvements (decorative fencing, tree plantings, stealth towers, etc.) will not be required.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e., dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- 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.
- For new towers greater than 200 feet in overall height, medium intensity strobe lighting has been included. Painting of any new towers has not been included.
- The site location can be within 60 calendar days after the start of the Notice to Proceed.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communication Sites (R56).
- Underground utilities are not present in the construction area, and as such, no relocation will be required.
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.
- The existing utility service and backup power facilities (generators) have sufficient extra capacity to support the proposed new equipment load.

2.6 Site Development Complete

- Site development completed at a site and approved by the County.

2.7 Site Development Acceptance Milestone for each Site Completed

- County signs Milestone Certificate for Site Development Acceptance for each site completed

2.8 Cutover to New Towers and Antennas

2.8.1 Cutover at Tarpon Springs-Dunn Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install, and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 21 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, cut to proper length, connectorize, and terminate into new polyphasers located at the new polyphaser rack.
- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.

- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install 2 new jumpers to the UHF Radio Equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.
- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 4 new jumpers from the new polyphasers at the new polyphaser rack to the Dunn WRF Point-to-Point and the Tarpon Springs Police Department Point-to-Point Radios. Align and test the point-to point links as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only 1 microwave link will be brought down and converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all microwave radios are done.
- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the North Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell, the North Zone Conventional simulcast cell, the UHF Paging System simulcast cell and both Mutual aid conventional simulcast cells.
- Test the site to ensure that the site is operating correctly and is stable and reliable.
- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

2.8.2 Cutover at Highway Maintenance Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 12 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, cut to proper length, connectorization, and terminate into new polyphasers located at the new polyphaser rack.
- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.
- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.

- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 2 new jumpers from the new polyphasers at the new polyphaser rack to the North County Pumping Station point-to point radio. Align and test the point-to point link as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only one microwave link will be brought down and converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all new microwave radios are done.
- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the North Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell and the North Zone Conventional simulcast cell.
- Test the site to ensure that the site is operating correctly and is stable and reliable.
- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

2.8.3 Cutover at Toytown Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 15 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, Cut to proper length, connectorize, and terminate into new polyphasers located at the new polyphaser rack.
- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.
- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.
- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 2 new jumpers from the new polyphasers at the new polyphaser rack to the Waste Energy Plant point-to point radio. Align and test the point-to point link as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only one microwave link will be brought

down and converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all new microwave radios are done.

- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the South Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell and the 4.1 South simulcast cell.
- Test the site to ensure that the site is operating correctly and is stable and reliable.
- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

2.9 Finalize

2.9.1 Resolve Punchlist

Motorola Responsibilities

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

County Responsibilities

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

Completion Criteria

- All punchlist items resolved and approved by the County.

2.9.2 Final Acceptance (Milestone)

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

2.10 PROJECT ADMINISTRATION

2.10.1 Project Status Meetings

Motorola Responsibilities

- Attend all project status meetings with the county, 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
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule
 - Any miscellaneous concerns of either the County or Motorola.

County Responsibilities

- Attend Meetings

- Respond to issues in a timely manner

Completion Criteria

- Meetings and submission of meeting minutes have been completed.

2.10.2 Progress Milestone Submittal**Motorola Responsibilities**

- Submit progress milestone completion certificate/documentation

County Responsibilities

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

Completion Criteria

- Customer approves of the Milestone Completion document(s).

2.10.3 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 or time 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.



3.0 WARRANTY AND MAINTENANCE

3.1 OVERVIEW

Motorola has the most comprehensive service organization in the Land Mobile Industry. Since 1947, Motorola has been building a unique service team: national in scope, but local in its ability to respond to our customers' diverse needs. As product and systems complexity evolve, Motorola responds with new service products and programs. This approach ensures Pinellas County that Motorola will remain at the cutting edge of service delivery and maintainability.

3.2 WARRANTY SERVICE PROGRAM REVIEW

During the first year after system acceptance, Motorola will provide a warranty and maintenance program that will deliver state-of-the-art system service focused on achieving responsive service, maximum system operation, and optimum reliability. The program will commence upon system acceptance and consist of a full one-year parts and labor warranty, and preventive and emergency maintenance services.

The Service program combines the services of our local system service team, our local subcontractor team, and the national service team for technical, engineering, and administrative support. This approach allows for maximum utilization of resources.

3.3 LOCAL DISPATCH SERVICE

Local dispatch and call support will be provided by Suncoast Communications and Electronics, Inc. When a trouble call is received by Suncoast Communications, a technician is dispatched to the site in question.

3.4 TECHNICAL SUPPORT

Technical Support is available 7 days a week, 24 hours a day.

4.0 PRICING SUMMARY

Description	Price (\$)
<ul style="list-style-type: none">▪ Towers▪ Project Management▪ MSS Subcontracting▪ Civil Work—Main	
Total	3,000,000
<i>Pinellas Discount</i>	<i>(796,435)</i>
<i>Multiple Tower</i>	<i>(138,569)</i>
Net Price	2,064,996

Replaced Exhibit A

5.0 PAYMENT TERMS

- **20% OF CONTRACT PRICE UPON COMPLETION OF CDR FOR ALL THREE (3) SITES**
- **10% OF CONTRACT PRICE PER SITE UPON SHIPMENT OF EQUIPMENT AT EACH OF THREE (3) SITES**
- **10% OF CONTRACT PRICE PER SITE UPON COMPLETION OF EQUIPMENT INSTALLATION AT EACH OF THREE (3) SITES**
- **5% OF CONTRACT PRICE PER SITE UPON CUTOVER OF EACH OF THREE (3) SITES**
- **5% OF CONTRACT PRICE UPON PROJECT FINAL ACCEPTANCE FOR ALL THREE (3) SITES COMPLETED AND ACCEPTED**

6.0 Drawings

Drawings include:

- Tower Drawings for Tarpon Springs – Dunn Site, Highway Maintenance Site and Toytown Site
- Lease Exhibits for Tarpon Springs – Dunn Site, Highway Maintenance Site and Toytown Site

Motorola Solutions, Inc.

Replacement Tower for Tarpon Springs

300 foot Self Support Tower

SABRE MODEL S3T-L SELF-SUPPORTING TOWER

Quantity of one (1) 300' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 33' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

The tower will be designed for a basic wind speed of 110 mph with 0" of radial ice, in accordance with ANSI/TIA-222-G. Ultimate wind speed will be 152 mph.

Revision G Parameters:

- Structure Class III
- Exposure Category D
- Topographic Category 1

****Refer to Notes section for definitions of Revision G parameters.**

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(2) BMR12-Hs		X	300' At Base	(2) 1 5/8"	N/A	0°, 90°	Two (2) 6' Sidearms	X	
2	(1) BMR12-H		X	300' At Base	(1) 1 5/8"	N/A	240°	One (1) 6' Sidearm		X
3	(1) BMR12-H		X	280' At Base	(1) 1 5/8"	N/A	240°	One (1) 6' Sidearm		X
4	(1) BMR12-H		X	275' At Base	(1) 1 5/8"	N/A	120°	One (1) 6' Sidearm		X
5	(1) BMR12-H		X	270' At Base	(1) 1 5/8"	N/A	0°	One (1) 3' Sidearm	X	
6	(1) BMR12-H		X	245' At Base	(1) 1 5/8"	N/A	195°	One (1) 6' Sidearm	X	
7	(2) BMR12-Hs		X	245' At Base	(2) 1 5/8"	N/A	0°, 180°	Two (2) 6' Sidearms		X
8	(1) 10' x 3in Whip		X	225' At Base	(1) 7/8"	N/A	0°	One (1) 3' Sidearm	X	
9	(1) 4' x 3in Whip		X	222' At Base	(1) 7/8"	N/A	0°	One (1) 3' Sidearm	X	
10	(2) BMR12-Hs		X	200' At Base	(2) 1 5/8"	N/A	0°, 180°	Two (2) 6' Sidearms	X	
11	(1) BMR12-H		X	200' At Base	(1) 1 5/8"	N/A	195°	One (1) 6' Sidearm		X
12	(2) 2' H.P. Dishes		X	200'	(2) 7/8"	4.7 GHz	90°, 270°	Two (2) 4-1/2" O.D. Leg-type Dish Mounts	X	
13	(1) 6' H.P. Dish		X	180'	(2) EW63	6 GHz	191.6°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
14	(6) RWA-80014s		X	164.5'	(6) 1 5/8"	N/A	0°, 120°, 240°	Three (3) 10' T-Boom(R) Sector Mounts with 3' Standoff	X	
15	(1) 6' H.P. Dish		X	155'	(2) EW63	6 GHz	64.5°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
16	(1) 6' H.P. Dish		X	150'	(2) EW63	6 GHz	191.6°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
17	(1) VHLP800-11		X	150'	(1) EW90	11 GHz	20.27°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
18	(2) PD1150-1s		X	122' At Base	(2) 7/8"	N/A	0°, 180°	Two (2) 3' Sidearms	X	

Motorola Solutions, Inc.
Replacement Tower for Tarpon Springs
300 foot Self Support Tower

19	(1) VHLP800-11		X	100'	(1) EW90	11 GHz	153°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
20	(1) 2' H.P. Dish		X	100'	(1) LDF4-50A	5.2 GHz	143°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
21	(9) TMBX-6516-R2Ms		X	95'	(18) 7/8"	N/A	0°, 120°, 240°	Three (3) 10' T-Boom(R) Sector Mounts with 3' Standoff	X	
22	(3) LNX-6515DS-R2Ms		X	75'	(6) 7/8"	N/A	0°, 120°, 240°	Three (3) Flush Mounts 2-3/8" O.D. Pipe		X
23	(1) 1' Yagi		X	40'	(1) 1/2"	N/A	0°	One (1) Flush Mount 2-3/8" O.D. Pipe	X	

****This structure has been designed with a 30% increase in antenna and line loading.

ITEM I TOWER MATERIALS.....

DQ208S152095

Materials to be provided include:

Complete tower steel and hardware

Anchor bolts and templates

Leg-to-Leg templates

Construction step bolts (see notes)

Climbing step bolts (one leg only)

One (1) waveguide support ladder* (to support twelve (12) initial lines)

*Stackable hangers to be provided by others

Two (2) 6' sidearms each with one (1) tieback kit with one (1) 5' mounting pipe at the 300' elevation

One (1) 3' sidearm with one (1) tieback kit with one (1) 5' mounting pipe at the 270' elevation

One (1) 6' sidearm with one (1) tieback kit with one (1) 5' mounting pipe at the 245' elevation

One (1) 3' sidearm with one (1) tieback kit with one (1) 5' mounting pipe at the 225' elevation

One (1) 3' sidearm with one (1) tieback kit with one (1) 5' mounting pipe at the 222' elevation

Two (2) 6' sidearms each with one (1) tieback kit with one (1) 5' mounting pipe at the 200' elevation

Two (2) 4-1/2" O.D. leg dish mounts each at the 200' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 180' elevation

Three (3) 10' T-Boom(R) sector mounts with 3' standoff each with two (2) 5' pipes at the 164.5' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 155' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 150' elevation

One (1) 4-1/2" O.D. leg dish mount at the 150' elevation

Two (2) 3' sidearms with one (1) tieback kit with one (1) 5' mounting pipe at the 122' elevation

One (1) 4-1/2" O.D. leg dish mount at the 100' elevation

One (1) 4-1/2" O.D. leg dish mount at the 100' elevation

Three (3) 10' T-Boom(R) sector mounts with 3' standoff each with three (3) 5' pipes at the 95' elevation

One (1) flush mount with 2-3/8" O.D. pipe at the 40' elevation

TWR (E1) Dual Light Kit (200'-350') with SO Cord and two (2) top beacons, and in accordance with FAA/
FCC standards

Required lighting mounts

DBI safety cable kit and leg brackets without harness (300')

Three (3) Waveguide Bridges 2-Leg 2' x 10' (18' Direct Burial) with nine (9) 2 level trapeze kits

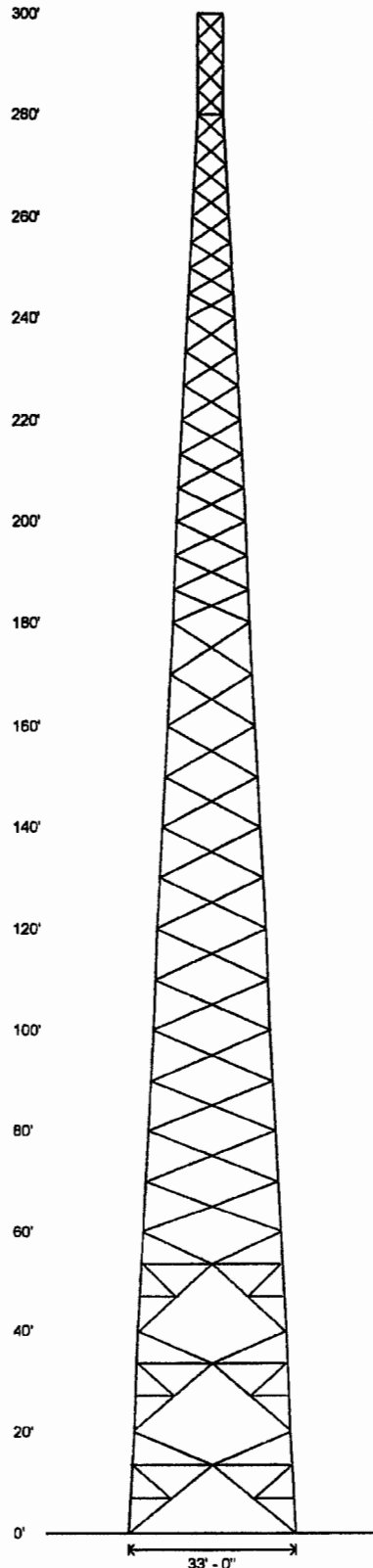
One (1) 5' x 5/8" lightning rod copper clad

One (1) 2-7/8" x 15' lightning rod extension

P.E. certified tower profile and foundation drawings

Final

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN																													
Legs	A		12.75 OD X .500				B	C	8.625 OD X .500			D	E	5.563 OD X .375			F	G	H										
Diagonals	I	J	I	J	I	K	L 5 X 5 X 3/8		L 4 X 4 X 3/8		L	M	L 3 X 3 X 1/4		N	O	P	L 2 X 2 X 1/8											
Horizontals	K	Q	R	Q	R	Q	U		U		U		U		U		U		U										
Internals	T	Q	U	Q	U	Q	U		U		U		U		U		U		U										
Sub-Diagonals	V	Q	U	Q	U	Q	U		U		U		U		U		U		U										
Sub-Horizontals	V	Q	U	Q	U	Q	U		U		U		U		U		U		U										
Brace Bolts	(2) 3/4"				(2) 5/8"				(1) 7/8"				(1) 3/4"				(1) 5/8"												
Top Face Width	31'	29'	27'	25'	23'	21'	19'	17'	15'	13'	11'	9'	7'	5'															
Panel Count/Height	18 @ 10'																			9 @ 6.6667'					12 @ 5'				
Section Weight	10591	9590	8890	8969	7008	7339	6021	5317	3891	3468	2459	2211	1630	1062	805														



Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	192.85	Shear (kips)	111.35
Axial (kips)	107.95	Compression (kips)	958
Moment (ft-kips)	26363	Uplift (kips)	834
Torsion (ft-kips)	-123		

Material List

Display	Value
A	14.00 OD X .500
B	12.75 OD X .375
C	10.75 OD X .500
D	8.625 OD X .322
E	5.563 OD X .500
F	4.000 OD X .318
G	3.500 OD X .216
H	2.375 OD X .218
I	L 6 X 4 X 3/8
J	L 5 X 5 X 3/8
K	L 5 X 5 X 5/16
L	L 4 X 3 1/2 X 3/8 (SLV)
M	L 4 X 3 1/2 X 5/16 (SLV)
N	L 3 X 3 X 3/16
O	L 2 1/2 X 2 1/2 X 3/16
P	L 2 X 2 X 3/16
Q	NONE
R	L 4 X 4 X 5/16
S	L 2 X 2 X 1/8
T	L 3 1/2 X 3 1/2 X 1/4
U	L 3 X 3 X 1/4
V	L 3 X 3 X 5/16

Notes

- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 110 mph with 0" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category D, Topographic Category 1.
- 12) The foundation loads shown are factored loads.
- 13) This structure has been designed with a 30% increase in antenna and line loading.

Designed Appurtenance Loading

Elev	Description	Tx-Line
310	(1) BMR12-H	
310	(2) BMR12-Hs	
305	(1) Extendible Lightning Rod	
300	6ft Sidearm	
300	(2) 6ft Sidearms	
300		(1) 1 5/8"
300		(2) 1 5/8"
290	(1) BMR12-H	
285	(1) BMR12-H	
280	6ft Sidearm	
280		(1) 1 5/8"
280	(1) BMR12-H	
275	6ft Sidearm	
275		(1) 1 5/8"
270	3ft Sidearm	
270		(1) 1 5/8"
255	(2) BMR12-Hs	
256	(1) BMR12-H	
245	(2) 6ft Sidearms	
245	6ft Sidearm	
245		(2) 1 5/8"
245		(1) 1 5/8"
230	(1) 10' x 3in Whip	
225	3ft Sidearm	
225		(1) 7/8"
224	(1) 4' x 3in Whip	
222	3ft Sidearm	
222		(1) 7/8"
210	(1) BMR12-H	
210	(2) BMR12-Hs	

Elev	Description	Tx-Line
200	6ft Sidearm	
200	(2) Leg Dish Mount	
200	(2) 6ft Sidearms	
200	(2) 2' H.P. Dishes	(2) 7/8"
200		(2) 1 5/8"
200		(1) 1 5/8"
180	Leg Dish Mount	
180	(1) 6' H.P. Dish	(2) EW63
164.5	3T-Boom(R) - 10ft Face - 3ft Standoff	
164.5	(6) RWA-80014s	(6) 1 5/8"
155	Leg Dish Mount	
155	(1) 6' H.P. Dish	(2) EW63
150	Leg Dish Mount	
150	Leg Dish Mount	
150	(1) VHLP800-11	(1) EW90
150	(1) 6' H.P. Dish	(2) EW63
126.5	(2) PD1150-1s	
122	(2) 3ft Sidearms	
122		(2) 7/8"
100	Leg Dish Mount	
100	Leg Dish Mount	
100	(1) 2' H.P. Dish	(1) LDF4-50A
100	(1) VHLP800-11	(1) EW90
95	3T-Boom(R) - 10ft Face - 3ft Standoff	
95	(9) TMBX-6516-R2Ms	(18) 7/8"
75	(3) Flush Mount	
75	(3) LNX-6515DS-R2Ms	(6) 7/8"
40	Flush Mount	
40	(1) 1' Yagi	(1) 1/2"

Motorola Solutions, Inc.

Replacement Tower for Highway Maintenance

250 foot Self Support Tower

SABRE MODEL S3T-L SELF-SUPPORTING TOWER

Quantity of one (1) 250' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 25' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

The tower will be designed for a basic wind speed of 111 mph with 0" of radial ice, in accordance with ANSI/TIA-222-G. Ultimate wind speed is 153 mph.

Revision G Parameters:

- Structure Class III
- Exposure Category C
- Topographic Category 1

****Refer to Notes section for definitions of Revision G parameters.**

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(1) BMR12-H		X	250' At Base	(1) 1 5/8"	N/A	0°	One (1) 6' Sidearm	X	
2	(1) BMR12-H		X	250' At Base	(1) 1 5/8"	N/A	180°	One (1) 6' Sidearm		X
3	(3) BMR12-Hs		X	200' At Base	(3) 1 5/8"	N/A	0°, 120°, 240°	Three (3) 6' Sidearms	X	
4	(1) VHLP800-11		X	190'	(1) EW90	11 GHz	222°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
5	(1) 6' H.P. Dish		X	170'	(1) EW52	6 GHz	215.35°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
6	(1) 6' Solid Dish	X		140'	(1) EW63	6 GHz	215.35°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
7	(1) 3' H.P. Dish		X	130'	(1) LDF4-50A	5.2 GHz	349.76°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
8	(1) 6' Solid Dish	X		120'	(1) EW63	6 GHz	149.2°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
9	(3) LNX-6515DS-VTMs		X	100'	(6) 1 5/8"	N/A	0°, 120°, 240°	Three (3) Flush Mounts 2-3/8" O.D. Pipe		X
10	(1) 6' Solid Dish	X		90'	(1) EW63	6 GHz	149.2°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
11	(1) 6812-2		X	80' At Base	(1) 7/8"	N/A	0°	One (1) 3' Sidearm		X

******This structure has been designed with a 30% increase in antenna and line loading.**

Motorola Solutions, Inc.
Replacement Tower for Highway Maintenance
250 foot Self Support Tower

ITEM 1

TOWER MATERIALS.....

DQ209S152097

Materials to be provided include:

Complete tower steel and hardware

Anchor bolts and templates

Leg-to-Leg templates

Construction step bolts (see notes)

Climbing step bolts (one leg only)

One (1) waveguide support ladder* (to support twelve (12) initial lines)

**Stackable hangers to be provided by others*

One (1) 6' sidearm with one (1) tieback kit with one (1) 5' mounting pipe at the 250' elevation

Three (3) 6' sidearms each with one (1) tieback kit with one (1) 5' mounting pipe at the 200' elevation

One (1) 4-1/2" O.D. leg dish mount at the 190' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 170' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 140' elevation

One (1) 4-1/2" O.D. leg dish mount at the 130' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 120' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 90' elevation

TWR (E1) Dual Light Kit (200'-350') with SO Cord and two (2) top beacons, and in accordance with FAA/
FCC standards

Required lighting mounts

DBI safety cable kit and leg brackets without harness (250')

Three (3) Waveguide Bridges 2-Leg 2' x 10' (18' Direct Burial) with nine (9) 2 level trapeze kits

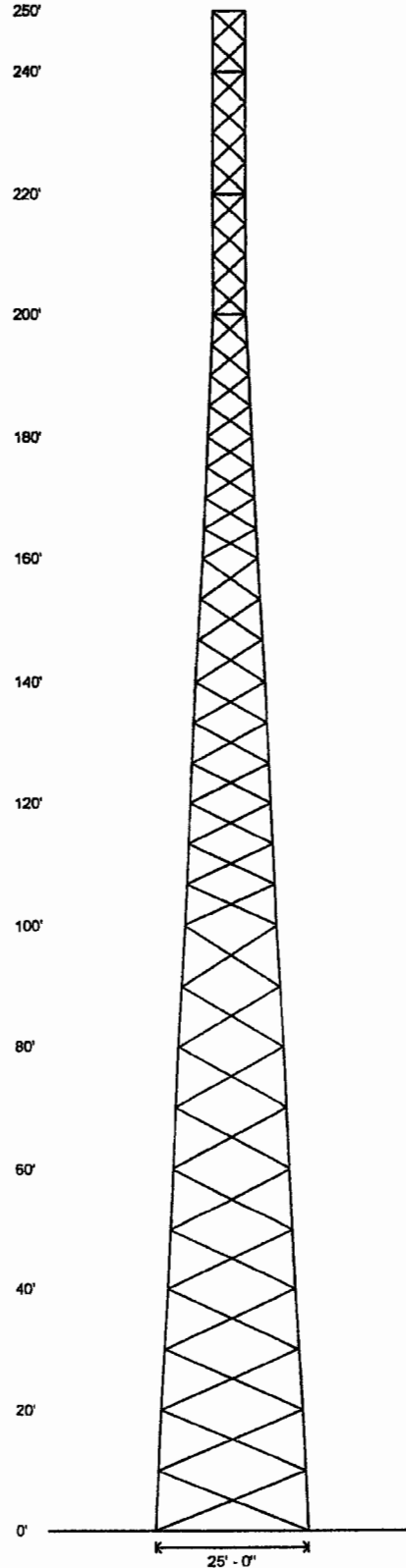
One (1) 5' x 5/8" lightning rod copper clad

One (1) 2-7/8" x 15' lightning rod extension

P.E. certified tower profile and foundation drawings

Final erection drawings

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN													
Legs	8.625 OD X .500		A	B	5.563 OD X .375		C	D	E	F	G		
Diagonals	L 4 X 4 X 5/16		H	I	L 3 X 3 X 3/16		J	L 2 X 2 X 3/16	L 2 X 2 X 1/8	L 2 X 2 X 3/16	L 2 X 2 X 1/8		
Horizontals			NONE										
Brace Bolts	(2) 5/8"		(1) 3/4"				(1) 5/8"						
Top Face Width	23'		21'	19'	17'	15'	13'	11'	9'	7'	5'		
Panel Count/Height			10 @ 10'				9 @ 6.6667'		18 @ 5'				
Section Weight	5802	5468	4864	4615	3473	3145	2459	2211	1768	1416	1319	885	
												408	



Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	89.33	Shear (kips)	53.24
Axial (kips)	49.26	Compression (kips)	512
Moment (ft-kips)	10721	Uplift (kips)	437
Torsion (ft-kips)	74.01		

Material List

Display	Value
A	8.625 OD X .322
B	5.563 OD X .500
C	4.500 OD X .337
D	4.000 OD X .318
E	3.500 OD X .300
F	2.875 OD X .203
G	2.375 OD X .154
H	L 4 X 3 1/2 X 1/4 (SLV)
I	L 3 1/2 X 3 1/2 X 1/4
J	L 2 1/2 X 2 1/2 X 3/16
K	L 2 X 2 X 1/8
L	L 2 X 2 X 3/16
M	NONE

Notes

- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 1/2" dia. F1554 grade 105 anchor bolts per leg. Minimum 58" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 111 mph with 0" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.
- 13) This structure has been designed with a 30% increase in antenna and line loading.

Designed Appurtenance Loading

Elev	Description	Tx-Line
260	(1) BMR12-H	
260	(1) BMR12-H	
255	(1) Extendible Lightning Rod	
250	6ft Sidearm	
250	6ft Sidearm	
250		(1) 1 5/8"
250		(1) 1 5/8"
210	(3) BMR12-Hs	
200	(3) 6ft Sidearms	
200		(3) 1 5/8"
190	Leg Dish Mount	
190	(1) VHLP800-11	(1) EW90
170	Leg Dish Mount	
170	(1) 6' H.P. Dish	(1) EW52

Elev	Description	Tx-Line
140	Leg Dish Mount	
140	(1) 6' Solid Dish w/ Radome	(1) EW63
130	Leg Dish Mount	
130	(1) 3' H.P. Dish	(1) LDF4-50A
120	Leg Dish Mount	
120	(1) 6' Solid Dish w/ Radome	(1) EW63
100	(3) Flush Mount	
100	(3) LNX-6516DS-VTMs	(6) 1 5/8"
90	Leg Dish Mount	
90	(1) 6' Solid Dish w/ Radome	(1) EW63
80.5	(1) 6612-2	
80	3ft Sidearm	
80		(1) 7/8"

Motorola Solutions, Inc.

Replacement Tower for Toytown

250 foot Self Support Tower

SABRE MODEL S3T-L SELF-SUPPORTING TOWER

Quantity of one (1) 250' Sabre Model S3TL self-supporting tower.

The tower will be triangular in design with a base width of 25' - 0" tapering to 5' - 0" at the top. The tower will utilize tubular steel for tower legs and angular steel for bracing.

The tower will be designed for a basic wind speed of 111 mph with 0" of radial ice, in accordance with ANSI/TIA-222-G.

Revision G Parameters:

- Structure Class III
- Exposure Category C
- Topographic Category 1

****Refer to Notes section for definitions of Revision G parameters.**

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(4) BMR12-Os		X	250' At Base	(4) 1 5/8"	N/A	0°, 90°, 180°, 270°	Four (4) 6' Sidearms	X	
2	(1) VHLP4-11W		X	240'	(1) EW90	11 GHz	230.79°	One (1) 4-1/2" O.D. Leg-type Dish Mount		X
3	(1) BMR12-O		X	205' At Base	(1) 7/8"	N/A	0°	One (1) 6' Sidearm	X	
4	(2) BMR12-As		X	195' At Base	(2) 7/8"	N/A	0°, 260°	Two (2) 6' Sidearms	X	
5	(9) PCSX065-18-xs		X	180'	(18) 1 5/8"	N/A	0°, 120°, 240°	Three (3) 10' T-Boom(R) Sector Mounts with 3' Standoff	X	
6	(9) LPD-7905/8s		X	160'	(18) 1 5/8"	N/A	0°, 120°, 240°	Three (3) 14' T-Boom(R) Sector Mounts with 3' Standoff	X	
7	(6) 7770.00s		X	150'	(6) 1 5/8"	N/A	0°, 120°, 240°	Three (3) 12' T-Boom(R) Sector Mounts with 3' Standoff		X
8	(6) LGP2140xs		X	150'	(6) 1 5/8"	N/A	0°, 120°, 240°	Same as above		X
9	(1) 6' H.P. Dish		X	125'	(2) EW63	6 GHz	178.4°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
10	(1) 6' H.P. Dish		X	115'	(2) EW63	6 GHz	329.3°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
11	(6) RV65-12-XXDPs		X	100'	(15) 1 5/8"	N/A	0°, 120°, 240°	Three (3) 10' T-Boom(R) Sector Mounts with 3' Standoff	X	
12	(3) DR65-19-XXDPQs		X	100'	(3) 1 5/8"	N/A	0°, 120°, 240°	Same as above	X	
13	(1) 6' H.P. Dish		X	90'	(2) EW63	6 GHz	329.3°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
14	(2) 3' H.P. Dishes		X	88'	(2) 1 5/8"	11 GHz	0°, 120°	Two (2) 4-1/2" O.D. Leg-type Dish Mounts	X	
15	(1) 2' H.P. Dish		X	70'	(1) LDF4-50A	11 GHz	282.79°	One (1) 4-1/2" O.D. Leg-type Dish Mount	X	
16	(3) LNX-6515DS-VTMs		X	70'	(6) 1 5/8"	N/A	0°, 120°, 240°	Three (3) Flush Mounts 2-3/8" O.D. Pipe		X
17	(2) 2' Yagi		X	50'	(2) 1/2"	N/A	0°, 178.663°	Two (2) Flush Mounts 2-3/8" O.D. Pipe	X	

******This structure has been designed with a 30% increase in antenna and line loading.**

Motorola Solutions, Inc.
Replacement Tower for Toytown
250 foot Self Support Tower

ITEM 1

TOWER MATERIALS.....

DQ210S152098

Materials to be provided include:

Complete tower steel and hardware

Anchor bolts and templates

Leg-to-Leg templates

Construction step bolts (see notes)

Climbing step bolts (one leg only)

One (1) waveguide support ladder* (to support twelve (12) initial lines)

**Stackable hangers to be provided by others*

Four (4) 6' sidearms each with one (1) tieback kit with one (1) 5' mounting pipe at the 250' elevation

One (1) 6' sidearm with one (1) tieback kit with one (1) 5' mounting pipe at the 205' elevation

Two (2) 6' sidearms each with one (1) tieback kit with one (1) 5' mounting pipe at the 195' elevation

Three (3) 10' T-Boom(R) sector mounts with 3' standoff each with three (3) 7' pipes at the 180' elevation

Three (3) 14' T-Boom(R) sector mounts with 3' standoff each with three (3) 8.5' pipes at the 160' elevation

Three (3) 12' T-Boom(R) sector mounts with 3' Standoff each with four (4) 6' pipes at the 150' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 125' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 115' elevation

Three (3) 10' T-Boom(R) sector mounts with 3' standoff each with three (3) 4' pipes at the 100' elevation

One (1) 4-1/2" O.D. leg dish mount with one (1) stiffarm mounting assembly at the 90' elevation

Two (2) 4-1/2" O.D. leg dish mounts each at the 88' elevation

One (1) 4-1/2" O.D. leg dish mount at the 70' elevation

Two (2) flush mounts with 2-3/8" O.D. pipe at the 50' elevation

TWR (E1) Dual Light Kit (200'-350') with SO Cord and two (2) top beacons, and in accordance with FAA/
FCC standards

Required lighting mounts

DBI safety cable kit and leg brackets without harness (250')

Three (3) Waveguide Bridges 2-Leg 2' x 10' (18' Direct Burial) with nine (9) 2 level trapeze kits

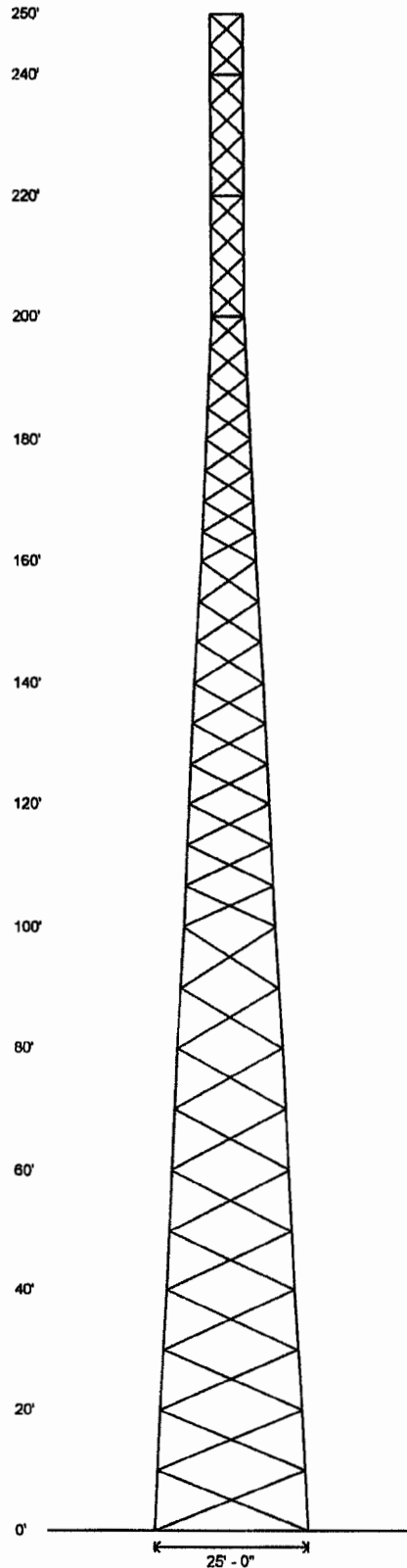
One (1) 5' x 5/8" lightning rod copper clad

One (1) 2-7/8" x 15' lightning rod extension

P.E. certified tower profile and foundation drawings

Final erection drawings

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN											
Legs	12.75 OD X .500	10.75 OD X .500	8.625 OD X .500	A	B	C	D	E	F	G	
Diagonals	L 5 X 5 X 5/16	L 5 X 5 X 3/8	L 4 X 4 X 3/8	L 4 X 4 X 5/16	L 3 X 3 X 5/16	L 3 X 3 X 1/4	L 2 X 2 X 3/16	L 2 X 2 X 5/16	L 2 X 2 X 3/16	I	
Horizontals											
Brace Bolts	(2) 5/8"	(1) 7/8"	(1) 3/4"	(1) 3/4"							
Top Face Width	23"	21"	19"	15"	11"	7"					
Panel Count/Height		10 @ 10'			9 @ 8.6667'			16 @ 5'			
Section Weight	8109	6496	6647	5259	4783	3365	2095	1554	1757	1175	408



Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	151.85	Shear (kips)	89.15
Axial (kips)	89.73	Compression (kips)	820
Moment (ft-kips)	17114	Uplift (kips)	736
Torsion (ft-kips)	-126.74		

Material List

Display	Value
A	8.625 OD X .322
B	5.563 OD X .500
C	5.563 OD X .375
D	4.500 OD X .337
E	4.000 OD X .318
F	2.875 OD X .276
G	2.375 OD X .164
H	L 2 1/2 X 2 1/2 X 1/4
I	L 2 X 2 X 1/8
J	L 2 X 2 X 5/16
K	L 2 X 2 X 3/16
L	NONE

Notes

- 1) All legs are 50 ksi.
- 2) All braces are 36 ksi.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 12 hole waveguide ladders with stackable hangers.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) (6) 1 3/4" dia. F1554 grade 105 anchor bolts per leg. Minimum 65.5" embedment from top of concrete to top of nut.
- 9) All unequal angles are oriented with the short leg vertical.
- 10) Weights shown are estimates. Final weights may vary.
- 11) This tower was designed for a basic wind speed of 111 mph with 0" of radial ice, in accordance with ANSI/TIA-222-G, Structure Class III, Exposure Category C, Topographic Category 1.
- 12) The foundation loads shown are factored loads.
- 13) This structure has been designed with a 30% increase in antenna and line loading.

Designed Appurtenance Loading

Elev	Description	Tx-Line
260	(4) BMR12-Os	
255	(1) Extendible Lightning Rod	
250	(4) 6ft Sidearms	
250		(4) 1 5/8"
240	Leg Dish Mount	
240	(1) VHLP4-11W	(1) EW90
215	(1) BMR12-O	
205	6ft Sidearm	
205		(1) 7/8"
205	(2) BMR12-As	
195	(2) 6ft Sidearms	
195		(2) 7/8"
180	3T-Boom(R) - 10ft Face - 3ft Standoff	
180	(9) PCSX065-18-xs	(18) 1 5/8"
160	3T-Boom(R) - 14ft Face - 3ft Standoff	
160	(9) LPD-7905/8s	(18) 1 5/8"
150	3T-Boom(R) - 12ft Face - 3ft Standoff	
150	(6) LGP2140xs	(6) 1 5/8"
150	(6) 7770.00s	(6) 1 5/8"

Elev	Description	Tx-Line
125	Leg Dish Mount	
125	(1) 6' H.P. Dish	(2) EW63
115	Leg Dish Mount	
115	(1) 6' H.P. Dish	(2) EW63
100	3T-Boom(R) - 10ft Face - 3ft Standoff	
100	(3) DR65-19-XXDPQs	(3) 1 5/8"
100	(6) RV65-12-XXDPs	(15) 1 5/8"
90	Leg Dish Mount	
90	(1) 6' H.P. Dish	(2) EW63
88	(2) Leg Dish Mount	
88	(2) 3' H.P. Dishes	(2) 1 5/8"
70	(3) Flush Mount	
70	Leg Dish Mount	
70	(3) LNX-6515DS-VTMs	(6) 1 5/8"
70	(1) 2' H.P. Dish	(1) LDF4-50A
50	Flush Mount	
50	Flush Mount	
50	(1) 2' Yagi	(1) 1/2"
50	(1) 2' Yagi	(1) 1/2"

COMMUNICATIONS TOWER AGREEMENT

Motorola Solutions, Inc. ("Motorola") and the Pinellas County, FL ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Tower, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order.

Exhibit A	"Payment Schedule"
Exhibit B	Motorola's Proposal dated _____, 2014
Exhibit C	"Tower Acceptance Certificate"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Acceptance Tests" means those tests described in the Tower Acceptance Plan.
- 2.2. "Contract Price" means the price for the Tower, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.5. "Infringement Claim" means a third party claim alleging that the Tower manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.6. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Tower.
- 2.7. "Specifications" means the functionality and performance requirements that are described in Exhibit B.
- 2.8. "Tower Acceptance" means the Tower has been completed.
- 2.9. "Warranty Period" means one (1) year from the date of Tower Acceptance or Beneficial Use.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the Tower, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement, if any.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time 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.



3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Acceptance or expiration of the Warranty Period, whichever occurs last.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$ _____. If applicable, a pricing summary is included with the Payment Schedule.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. 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. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Tower will pass to Customer upon shipment. Risk of loss will pass to Customer upon delivery.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: _____. The Tower will be shipped to the Customer at the following address (insert if this information is known): _____. If different, the address which is the ultimate destination where the Tower will be delivered to Customer is: _____.

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in Exhibit B as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets. Before installing the Tower at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section.

6.3. SITE ISSUES. If a Party determines that the sites identified in Exhibit B are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in Exhibit B, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.



Section 7 TOWER ACCEPTANCE

8.1. TOWER ACCEPTANCE. Tower Acceptance will occur upon completion of the Installation. Upon Tower Acceptance, the Parties will memorialize this event by promptly executing a Tower Acceptance Certificate. If Customer does not provide notice to Motorola of a Tower of a material defect in the Tower or installation within thirty (30) days after completion of the installation, Tower Acceptance will be deemed to have occurred.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. TOWER WARRANTY. During the Warranty Period, Motorola warrants that the Tower under normal use will be free from material defects in materials and workmanship.

8.2. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, if Motorola's investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defect, replace it with the same or equivalent Tower, or refund the price of the defective Tower.

8.3. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Tower for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.4. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE TOWER PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

9.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

9.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of products; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.



10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the State of Florida. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

11.1 **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

11.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 11.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the Tower through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the Tower not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 12 INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.



12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Tower furnished by Motorola directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the product; (b) replace or modify the product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the product and grant Customer a credit for the product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Tower with any product not furnished by Motorola; (b) a modification of the product by a party other than Motorola; or (c) use of the Tower in a manner for which the product was not designed or that is inconsistent with the terms of this Agreement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Tower.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the Contract Price. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE TOWER, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 PROPRIETARY RIGHTS

PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola and the third party manufacturer of the Tower own and retain all of their respective Proprietary Rights in the Tower, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Tower, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property.



Section 15 GENERAL

15.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Tower for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Law Department
Legal & Government Affairs
1303 E. Algonquin Road, IL01, 8th Floor
Schaumburg, IL 60196

Customer
Attn: _____

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the Tower.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); and Section 14 (Proprietary Rights); and all of the General provisions in Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit B-1
Motorola's Addendum to Proposal dated January 20, 2015

Pinellas County, Florida
Professional Engineering Services – Design/Build Multi-Site Radio Tower Replacement
RFP Number: 134-0251 - NC(RM)

13 November 2014
Motorola Ref No. 14-152303
Revised: 20 January 2015



Motorola Solutions

PROFESSIONAL ENGINEERING SERVICES - DESIGN/BUILD MULTI-SITE RADIO TOWER REPLACEMENT

RFP NUMBER: 134-0251-NC(RM)

ADDENDUM B-1

This Addendum B-1 has been requested by Pinellas County, Florida to add two additional Replacement Towers, Ft. Desoto Site and the Eldridge Wilde Site, into the Motorola Response for RFP Number 134-0251-NC(RM).

This Addendum replaces the Statement of Work on pages 6-1 through 6-12 and the Pricing on page 6-13 of the Original Motorola Response dated July 15, 2014.



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RFP Number: 134-0251-NC(RM)

TABLE OF CONTENTS

Tab 6

Additional Information	6-1
6.1 Statement of Work.....	6-1
6.1.1 Overview	6-1
6.1.2 Contract.....	6-1
6.1.2.1 Contract Award (Milestone).....	6-1
6.1.2.2 Contract Administration	6-1
6.1.2.3 Project Kickoff.....	6-2
6.1.3 Contract Design Review	6-2
6.1.3.1 Review Contract Design.....	6-2
6.1.3.2 Design Approval (Milestone)	6-3
6.1.3.3 Ship Equipment to Field	6-3
6.1.4 Civil Work	6-3
6.1.4.1 Site Development at Tarpon Springs-Dunn Site.....	6-3
6.1.4.2 Site Development at Highway Maintenance Site	6-6
6.1.4.3 Site Development at Toytown Site	6-8
6.1.4.4 Site Development at Fort Desoto Site	6-10
6.1.4.5 Site Development at Eldridge Wilde Site	6-12
6.1.4.6 Site Development Complete.....	6-16
6.1.4.7 Site Development Acceptance (Milestone).....	6-16
6.1.5 Cutover to New Towers and Antennas.....	6-16
6.1.5.1 Cutover at Tarpon Springs-Dunn Site	6-16
6.1.5.2 Cutover at Highway Maintenance Site	6-17
6.1.5.3 Cutover at Toytown Site	6-18
6.1.5.4 Cutover at Fort Desoto Site.....	6-19
6.1.5.5 Cutover at Eldridge Wilde Site	6-20
6.1.6 Finalize	6-21
6.1.6.1 Resolve Punchlist	6-21
6.1.6.2 Final Acceptance (Milestone)	6-21
6.2 Pricing	6-22

ADDITIONAL INFORMATION

6.1 STATEMENT OF WORK

6.1.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Pinellas County in compliance with the RFP 134-0251-NC, Multi-Site Radio Tower Replacement. The tasks described herein will be performed by Motorola, its subcontractors, and the County to implement the solution described in the RFP. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola and the County during the project implementation.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. 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.

6.1.2 Contract

6.1.2.1 Contract Award (Milestone)

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

6.1.2.2 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.
- Schedule the project kickoff meeting with the County.

County Responsibilities

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

Completion Criteria

- Both Motorola and the County assign all required resources.
- Project kickoff meeting is scheduled.

6.1.2.3 Project Kickoff

Motorola Responsibilities

- Conduct a project kickoff meeting during the CDR phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.

County Responsibilities

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

Completion Criteria

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

County Responsibilities

- Review and approve proposed Final Acceptance Plan.

6.1.3 Contract Design Review

6.1.3.1 Review Contract Design

Motorola Responsibilities

- Meet with the County project team.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Plans, and update the contract documents accordingly.
- Submit design documents to the County for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, and install.
 - If, for any reason, any of the proposed sites 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 County and documented through the change order process.

County Responsibilities

- The County'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 System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen" in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

6.1.3.2 Design Approval (Milestone)

- The County executes a Design Approval milestone document.

6.1.3.3 Ship Equipment to Field

Motorola Responsibilities

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

County Responsibilities

- None.

Completion Criteria

- Equipment ready for shipment to the field.

6.1.4 Civil Work

6.1.4.1 Site Development at Tarpon Springs-Dunn Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning services–Not included.
- New fenced compound/expansion size–60-foot x 50-foot.
- Clearing type–Medium.
- Road length requiring improvement–150 feet.
- New tower to be used for antennas–300-foot self-supported tower.
- New tower foundation type–Pier and pad.

Motorola Responsibilities

Site Engineering

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction

- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV); mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.
- Prepare, submit and track application for local permit fees (zoning, electrical, building etc.), prepare FAA filings and procure information necessary for filing.
- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- 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.
- Perform medium clearing, grubbing, and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (9000 square feet).
- Perform medium tree clearing (Trees up to 6 inches in diameter), grubbing and disposal of vegetation and shrub growth in a 15-foot wide access road to the site (not to exceed 150 feet in length).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5600 square feet).
- Provide earth fill to raise surface level in the site compound.
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 3696 square feet).
- Provide a 15-foot wide access road (not to exceed 150 feet in length), including surface grading and graveling
- Provide silt fence around the compound to control soil erosion (not to exceed 220 linear feet).
- Supply and install 8-foot high chain-link fencing with a ten-foot wide gate around the shelter compound (includes removal and either replace or reset existing fence as necessary).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).
- Construct pier and pad type tower foundations including excavation, rebar, and concrete.
- Erect new 300-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 300-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers

Antennas and Lines

- Install 7 antennas for the RF system.
- Supply and install 7 heavy-duty mounts for Bogner antennas.
- Supply and install 7 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 4 Yagi antennas.
- Install 3 3-foot microwave dishes.
- Install 2 6-foot Dual Polarity microwave dishes.
- Install 1 8-foot Dual Polarity microwave dish.
- Install 373 linear feet of 3/8-inch transmission line.
- Install up to 130 linear feet of 1/2-inch transmission line.
- Install up to 1377 linear feet of 7/8-inch transmission line.
- Install up to 1625 linear feet of 1-5/8-inch transmission line.
- Install up to 1800 linear feet of EW63 waveguide for microwave dishes.
- Install up to 180 linear feet of EW90 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kick off or before work begins).
- Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
- All punchlist and deficiencies shall be completed prior to County and Motorola inspections.

6.1.4.2 Site Development at Highway Maintenance Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals—Included.
- Site acquisition services—Not included.
- Zoning services—Not included.
- New fenced compound/expansion size—50-foot x 50-foot.
- Clearing type—Light.
- New tower to be used for antennas—250-foot self-supported tower.
- New tower foundation type—Drilled pier.

Motorola Responsibilities

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction
- Conduct up to 40-foot deep soil boring test at tower location and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by ATV; mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.
- Prepare, submit, and track application for local permit fees (zoning, electrical, building, etc.), prepare FAA filings and procure information necessary for filing.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- 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.
- Perform light clearing of brush and disposal of vegetation and shrub growth in the site compound area.
- Cut and remove existing asphalt pavement, not to exceed 2500 square feet.
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 4900 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced-in site compound area, and a 3-foot path around it (not to exceed 3136 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 200 linear feet).
- Supply and install 8-foot high chain-link fencing with a 10-foot wide gate around the shelter compound (includes removal and either replace or reset existing fence as necessary).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.
- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).

Tower Work

- Construct Drilled Pier tower foundations including excavation, rebar, and concrete.
- Erect new 250-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 250-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers

Antenna and Transmission Line Installation

- Install 4 antennas for the RF system.
- Supply and install 4 heavy-duty mounts for Bogner antennas.
- Supply and install 4 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 1 Yagi antenna.
- Install 1 3-foot microwave dish.
- Install 4 6-foot Dual Polarity microwave dishes.
- Install 795 linear feet of 3/8-inch transmission line.
- Install up to 200 linear feet of 1/2-inch transmission line.
- Install up to 235 linear feet of 7/8-inch transmission line.
- Install up to 1015 linear feet of 1-5/8-inch transmission line.
- Install up to 2400 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.



Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kick off or before work begins).
- Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
- All punchlist and deficiencies shall be completed prior to County and Motorola inspections

6.1.4.3 Site Development at Toytown Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning services–Not included.
- New fenced compound/expansion size–60-foot x 50-foot.
- Clearing type–Light.
- New tower to be used for antennas–250-foot self-supported tower.
- New tower foundation type–Pier and pad.

Motorola Responsibilities

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction

- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Perform light clearing of brush, grubbing, and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (9000 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5600 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 3696 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 220 linear feet).
- Supply and install 8-foot high chain-link fencing with a 10-foot wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola's R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).
- Construct pier and pad type tower foundations including excavation, rebar, and concrete.
- Erect new 250-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 250-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers

Antenna and Transmission Line Installation

- Install 5 antennas for the RF system.
- Supply and install 5 heavy-duty mounts for Bogner antennas.
- Supply and install 5 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 1 Yagi antenna.
- Install 1 2-foot microwave dish.
- Install 3 6-foot Dual Polarity microwave dishes.
- Install 440 linear feet of 3/8-inch transmission line.
- Install up to 80 linear feet of 1/2-inch transmission line.
- Install up to 280 linear feet of 7/8-inch transmission line.

- Install up to 690 linear feet of 1-5/8-inch transmission line.
- Install up to 1800 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kickoff or before work begins).
- Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
- All punchlist and deficiencies shall be completed prior to County and Motorola inspections

6.1.4.4 Site Development at Fort Desoto Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning services–Not included.
- New fenced compound/expansion size–60-foot x 50-foot.
- Clearing type–Light.
- New tower to be used for antennas–250-foot self-supported tower.
- New tower foundation type–Pier and pad.

Motorola Responsibilities

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.
- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction

- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Perform light clearing of brush, grubbing, and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (9000 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5600 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 3696 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 220 linear feet).
- Supply and install 8-foot high chain-link fencing with a 10-foot wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola’s R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).
- Construct pier and pad type tower foundations including excavation, rebar, and concrete.
- Erect new 250-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 250-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers

Antenna and Transmission Line Installation

- Install 5 antennas for the RF system.
- Supply and install 5 heavy-duty mounts for Bogner antennas.
- Supply and install 5 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 1 Yagi antenna.
- Install 1 2-foot microwave dish.

- Install 3 6-foot Dual Polarity microwave dishes.
- Install 440 linear feet of 3/8-inch transmission line.
- Install up to 80 linear feet of 1/2-inch transmission line.
- Install up to 280 linear feet of 7/8-inch transmission line.
- Install up to 690 linear feet of 1-5/8-inch transmission line.
- Install up to 1800 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kickoff or before work begins).
- Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
- All punchlist and deficiencies shall be completed prior to County and Motorola inspections

6.1.4.5 Site Development at Eldridge Wilde Site

Site Scope Summary

- Engineering services for site drawings and regulatory approvals–Included.
- Site acquisition services–Not included.
- Zoning services–Not included.
- New fenced compound/expansion size–60-foot x 50-foot.
- Clearing type–Light.
- New tower to be used for antennas–250-foot self-supported tower.
- New tower foundation type–Pier and pad.

Motorola Responsibilities

- Prepare site construction drawings showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.).
- Perform a boundary and topographic survey for the property on which the communication site is located or will be located.
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.
- Perform construction staking around the site to establish reference points for proposed construction.

- Perform NEPA Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 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 communication 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 Cultural Resource study as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction
- Conduct up to 80-foot deep soil boring test at each tower leg, backfill holes with spoils and prepare geotechnical report of soil conditions at locations of the tower foundation. Grouting of boring holes or access by Automatic Traction Vehicle (ATV) - mounted rig is not included.
- Conduct construction inspection of foundation steel prior to pour, materials testing of concrete and field density tests of backfill to ensure quality construction.
- Check tower erection for plumbness, linearity, and alignment after installation.
- 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.

Site Preparation

- Obtain the permits such as electrical, building, and construction permits, and coordinate any inspections with local authorities that may be needed to complete site development work.
- Perform light clearing of brush, grubbing, and disposal of vegetation and shrub growth in the site compound area and a 20-foot path around it (9000 square feet).
- Grade the site compound and 10-foot path around it to provide a level, solid, undisturbed surface for installation of site components (not to exceed 5600 square feet).
- Supply and install gravel surfacing to a depth of 6 inches, underlain with geotextile fabric within the fenced in site compound area, and a 3-foot path around it (not to exceed 3696 square feet).
- Provide silt fence around the compound to control soil erosion (not to exceed 220 linear feet).
- Supply and install 8-foot high chain-link fencing with a 10-foot wide gate around the shelter compound (not to exceed 320 linear feet).
- Perform site touchup (fertilize, seed, and straw) disturbed areas not covered with gravel after completion of construction work. Landscaping, decorative fencing, or any other aesthetic improvement that may be required by local jurisdictions has not been included and will be handled through a negotiated contract change notice.

Site Components Installation

- Supply and install a perimeter grounding system around the compound and shelter. The ground system is to tie to the fence and all new metal structures within the compound to meet current Motorola’s R56 standards.
- Supply and install 1 freestanding 24-inch-wide cable/ice bridge from the tower to the shelter (up to 30 linear feet).
- Construct pier and pad type tower foundations including excavation, rebar, and concrete.
- Erect new 250-foot self-supported tower with strobe lighting.
- Dismantle and remove the existing 250-foot self supported tower
- Cut, load, and haul 14 cubic yards of subsurface reinforced concrete foundations after the tower removal to a depth of 3 feet, backfill with new soil, compact and restore topsoil.
- Supply and install grounding for the tower base for self-supported towers

Antenna and Transmission Line Installation

- Install 5 antennas for the RF system.
- Supply and install 5 heavy-duty mounts for Bogner antennas.

- Supply and install 5 6-foot side arms for antenna mounts.
- Install 1 tower top amplifier.
- Install 1 Yagi antenna.
- Install 1 2-foot microwave dish.
- Install 3 6-foot Dual Polarity microwave dishes.
- Install 440 linear feet of 3/8-inch transmission line.
- Install up to 80 linear feet of 1/2-inch transmission line.
- Install up to 280 linear feet of 7/8-inch transmission line.
- Install up to 690 linear feet of 1-5/8-inch transmission line.
- Install up to 1800 linear feet of EW63 waveguide for microwave dishes.
- Perform sweep tests on transmission lines.
- Supply and install 1 ground buss bar at the bottom of the antenna support structure for grounding RF cables before they make horizontal transition.

Completion Criteria

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any County/Motorola approved changes) and approved by the County.
 - This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and County prior to project kickoff; vendor solely responsible for conducting, coordinating, and paying for all jurisdictional testing and inspections).
- Motorola site development checklist shall be completed and signed off by contractor prior to County inspection. (Review with project team and County and amend checklist as required at project kickoff or before work begins).
- Site turnover package completed and turned over to Motorola (as defined and agreed to with project team and County).
- All punchlist and deficiencies shall be completed prior to County and Motorola inspections

County Responsibilities for All Sites

- Motorola assumes that County has read the March 6, 2009 Safety Alert for Operators (SAFO) issued by the Federal Aviation Authority which was attached to the proposal. County is responsible for evaluating the SAFO and its recommendations and is responsible for determining the appropriate course of action. Further, County is responsible for electing to install and use LED lights on the communication towers. Motorola bears no responsibility for monitoring or communicating FAA alerts or memos. County will continue to monitor FAA alerts and memos, as it deems appropriate. Motorola disclaims any and all liability for any claims of any nature arising from or related to installation or use of certain LED lights on towers. SAFO Document: http://www.faa.gov/other_visit/aviation_industry/airline_operators/airline_safety/safo/all_safos/media/2009/SAFO09007.pdf. Please note if the County intends to implement the FAA SAFO recommendation, Motorola will be able to provide a separate quote as an alternative solution to the lighting system specified that weaves infra-red and LED lighting together so the light is visible with night vision goggles.
- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines. [Note: Should the County desire guidance with this task, Motorola is able to recommend resources. Additionally, Appendix A of Motorola's Standards and Guidelines for Communication Sites (R56) discusses Electromagnetic Energy and provides a basic methodology for structuring an FCC compliant program. If the County does not have a copy

of Motorola's Standards and Guidelines for Communication Sites (R56) v 2005, one will be provided.]

- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the County's responsibility.
- Pay for all utility connection, pole or line extensions, and any easement or usage fees.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the County shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for application fees, taxes, and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the County will be responsible for any installation or upgrades of the electrical system in order to comply with NFPA 70, Article 708.
- As required, secure clear and unencumbered MOU with the property owner.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Provide additional temporary space for staging of the construction equipment during the construction of new tower.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.
- Supply required standby generator power to support the additional proposed equipment. This power source shall be adequate to back up tower.

Assumptions for All Sites

- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- Temporary site trailers (tower, housing, COWS, and generator) have not been included for cutovers. Cutover logistics will be determined on a case-by-case basis; any additional costs will be negotiated prior to the execution of cutover tasks.
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel, electrical, Telco] will be borne by the County or site owner.
- All utility installations shall be coordinated and paid for by the site owner.
- Site has adequate electrical service for the new tower. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such as IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- 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 the County.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, tower delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- As applicable (based on local jurisdictional authority), the County will be responsible for any installation or upgrades of the electrical system in order to comply with NFPA 70, Article 708.
- In the absence of geotechnical test data at the sites, normal soil conditions have been assumed. Normal soil is defined as a cohesive soil with net vertical bearing capacity of 4000 pounds per square inch and an allowable net horizontal pressure of 400 pounds per lineal foot of depth to a



maximum of 4000 pounds per square foot. Rock, non-cohesive soils, or submerged soils are not considered normal soils

- The new tower location will pass the FAA hazard study, zoning, FCC, and environmental permitting.
- The restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate. Additional landscaping or aesthetic improvements (decorative fencing, tree plantings, stealth towers, etc.) will not be required.
- Tower and foundation sizing is based on the tower loading requirements as a result of the RF Antenna System design and the Microwave Antenna System design (i.e., dish sizes and locations obtained from paper path studies). If after physical path studies, the dish sizes and locations change, then Motorola will then review the impact to tower structure and foundations and revise applicable costs.
- 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.
- For new towers greater than 200 feet in overall height, medium intensity strobe lighting has been included. Painting of any new towers has not been included.
- The site location can be within 60 calendar days after the start of the Notice to Proceed.
- A waiver to zoning requirements like setbacks, tower height limitations, etc. can be obtained.
- The soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communications site grounding will be designed and installed per Motorola's Standards and Guidelines for Communication Sites (R56).
- Underground utilities are not present in the construction area, and as such, no relocation will be required.
- Spoils from the tower foundations can be dispersed on the property and will not be required to be transported to a dump location.
- The existing utility service and backup power facilities (generators) have sufficient extra capacity to support the proposed new equipment load.

6.1.4.6 Site Development Complete

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

6.1.4.7 Site Development Acceptance (Milestone)

- All site developments completed and accepted by the County.

6.1.5 Cutover to New Towers and Antennas

6.1.5.1 Cutover at Tarpon Springs-Dunn Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install, and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 21 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, cut to proper length, connectorize, and terminate into new polyphasers located at the new polyphaser rack.

- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.
- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install 2 new jumpers to the UHF Radio Equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.
- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 4 new jumpers from the new polyphasers at the new polyphaser rack to the Dunn WRF Point-to-Point and the Tarpon Springs Police Department Point-to-Point Radios. Align and test the point-to point links as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only 1 microwave link will be brought down and converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all microwave radios are done.
- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the North Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell, the North Zone Conventional simulcast cell, the UHF Paging System simulcast cell and both Mutual aid conventional simulcast cells.
- Test the site to ensure that the site is operating correctly and is stable and reliable.
- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

6.1.5.2 Cutover at Highway Maintenance Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 12 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, cut to proper length, connectorization, and terminate into new polyphasers located at the new polyphaser rack.
- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.
- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.

- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 2 new jumpers from the new polyphasers at the new polyphaser rack to the North County Pumping Station point-to point radio. Align and test the point-to point link as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only one microwave link will be brought down and converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all new microwave radios are done.
- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the North Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell and the North Zone Conventional simulcast cell.
- Test the site to ensure that the site is operating correctly and is stable and reliable.
- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

6.1.5.3 Cutover at Toytown Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 15 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, Cut to proper length, connectorize, and terminate into new polyphasers located at the new polyphaser rack.
- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.
- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.
- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 2 new jumpers from the new polyphasers at the new polyphaser rack to the Waste Energy Plant point-to point radio. Align and test the point-to point link as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only one microwave link will be brought down and



converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all new microwave radios are done.

- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the South Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell and the 4.1 South simulcast cell.
- Test the site to ensure that the site is operating correctly and is stable and reliable.
- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

6.1.5.4 Cutover at Fort Desoto Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 15 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, Cut to proper length, connectorize, and terminate into new polyphasers located at the new polyphaser rack.
- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.
- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.
- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 2 new jumpers from the new polyphasers at the new polyphaser rack to the Waste Energy Plant point-to point radio. Align and test the point-to point link as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only one microwave link will be brought down and converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all new microwave radios are done.
- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the South Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell and the 4.1 South simulcast cell.
- Test the site to ensure that the site is operating correctly and is stable and reliable.

- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

6.1.5.5 Cutover at Eldridge Wilde Site

- Provide, install and ground, based on Motorola's R56 Standard, a new port entry onto the existing communications shelter.
- Provide, install and ground, based on Motorola's R56 Standard, a new polyphaser rack at the new port entry.
- Provide and install up to 15 new polyphasers in the new polyphaser rack.
- Insert new transmission lines into new port entry, Cut to proper length, connectorize, and terminate into new polyphasers located at the new polyphaser rack.
- Insert new microwave waveguide into new port entry and route to existing microwave radios, to prepare for cutover.
- Develop an Implementation Timeline with Pinellas County that determines the impact and best date and time of day for cutting over to the new tower equipment.
- Based on the Implementation Timeline, provide and install a new jumper from the new polyphaser at new port entry to the receive multicoupler. Test the multicoupler for proper performance.
- Based on the Implementation Timeline, provide and install new jumpers from the new polyphasers at new port entry to the transmit combiners. Test the combiners' output for proper performance.
- Based on the Implementation Timeline, provide and install 2 new jumpers from the new polyphasers at the new polyphaser rack to the Waste Energy Plant point-to point radio. Align and test the point-to point link as necessary.
- Based on the Implementation Timeline, connect the waveguide to the first microwave radio. Connect the dehydrator to the waveguide and ensure that the proper pressure is maintained. Align and test the microwave link for proper error seconds before proceeding to the next waveguide installation. It is important to note that only one microwave link will be brought down and converted at a time, and, the next microwave radio will not be disturbed until the prior converted microwave radio is properly tested for performance, reliability, and stability. Complete until all new microwave radios are done.
- Based on the Implementation Timeline move the GPS antennas from the current ice bridge to the new ice bridge and connect to polyphasers in the new polyphaser rack. Provide and install new 1/2-inch superflex cable for each GPS antenna from the polyphaser in the new polyphaser rack to the GPS receiver chassis.
- Perform an optimization for the South Zone P25 simulcast cell, the Mid Zone P25 simulcast cell, the 4.1 Mid Zone simulcast cell and the 4.1 South simulcast cell.
- Test the site to ensure that the site is operating correctly and is stable and reliable.
- Motorola will review the cutover installation with the County's program manager and develop a punchlist of deficiencies noted.
- Motorola will correct the deficiencies noted on the punchlist for final acceptance and complete the as built documentation.

6.1.6 Finalize

6.1.6.1 Resolve Punchlist

Motorola Responsibilities

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

County Responsibilities

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

Completion Criteria

- All punchlist items resolved and approved by the County.

6.1.6.2 Final Acceptance (Milestone)

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

6.2 PRICING

Description	Price (\$)
<ul style="list-style-type: none">- Towers- Project Management- MSS Subcontracting- Civil Work—Main	
Total	5,179,180
<i>Pinellas Discount</i>	<i>(1,374,960)</i>
<i>Multiple Tower</i>	<i>(304,220)</i>
Net Price	3,500,000

Exhibit C
Insurance Requirements



REVISED

SECTION C PHASE I INSURANCE REQUIREMENT

3:59 pm, Oct 06, 2014

The Contractor ~~Vendor~~ must provide a certificate of insurance and blanket endorsements in accordance with the insurance requirements ~~ed below (Section C) after contract execution~~ ^{OK and} prior to commencement of work ^{OK} recommendation for award. Failure to provide Memorandum of Insurance ~~the required insurance~~ within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, adequate insurance as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the limits be less than \$500,000 for Workers' Compensation, Employers' Liability and \$1,000,000 for General Liability, Auto Liability, or Professional Liability if applicable to work performed if required below.* ^{and}

All subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County; and (6) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

Can provide mol at nwl in 10 days of contract award after contract execution

For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award ~~contract execution~~, the Contractor shall e-mail properly executed and approved Certificates of insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the blanket endorsement(s) referenced in paragraph six (6) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of insurance are received and approved by the County. Approval by the County of any Certificate of insurance does not constitute verification by the County that the insurance requirements

have been satisfied or that the insurance policy shown on the Certificate of insurance is in compliance with the requirements of the agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period. *execution and if a claim or lawsuit is filed against the County after contract*

All policies providing liability coverage(s), other than professional liability and workers compensation ~~The general and automobile liability policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.~~ ^{Liability policies but not Professional Additional Insured endorsement}

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of insurance and blanket endorsements shall be furnished by the Contractor to the County at least thirty (30) days ^{10 business days} prior to the expiration date.

Contracted vendor shall also notify County within ~~twenty-four (24) hours of business days~~ ^{10 business days} after receipt, of any notices of expiration, cancellation, ~~nonrenewal or adverse material change in coverage~~ received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement. ^{OK}

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured (Motorola Solutions, Inc.) on the Certificate of insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SECTION C PHASE I-INSURANCE REQUIREMENT

- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature. *OK mbl can't accept original language*
- (5)(4) All policies shall be written on a primary, non-contributory basis. *OK in ISO form*
- (6)(5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7)(6) ~~Workers Compensation~~ Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s). *No will not agree*

The minimum insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Policy shall not contain an Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jlg or boom exclusion.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Truckers/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
------------------------------------	--------------

- (D) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

SECTION C PHASE I INSURANCE REQUIREMENT

Each Occurrence of	\$ 2,000,000
Claim Aggregate	\$ 2,000,000

~~For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.~~

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County; and (6) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

(E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

SECTION C for PHASE II – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and blanket endorsements in accordance with the insurance requirements listed below (Section C) and prior to recommendation for award. Failure to provide the Memorandum of insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, adequate insurance as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the limits be less than \$500,000 for Workers' Compensation Employers' Liability and \$1,000,000 for General Liability, Auto Liability, and Professional Liability if required below.*

All subcontracts between Contractor and its subcontractors shall be in writing. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontractor's work from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County, if any; and (6) identify the County as an intended third-party beneficiary of the subcontract.

For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. At or within ten (10) calendar days after contract execution, the Contractor shall e-mail properly executed and approved a Certificate of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the blanket endorsement(s) referenced in paragraph six (6) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. If litigation arising out of this contract is filed, Motorola will provide access to relevant endorsements and policies as required in this Agreement through its local defense counsel in the jurisdiction in which the litigation is filed and in compliance with the governing Court's rules of discovery.

All liability policies, other than professional liability, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed with Blanket Additional Insured Endorsement to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least ten (10) business days prior to the expiration date.

Contracted vendor shall also notify County within ten (10) business days after receipt, of any notices of expiration, cancellation, received by said Contractor from its insurer. Notice shall be given by mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured, Motorola Solutions, Inc., on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SECTION C for PHASE II – INSURANCE REQUIREMENTS

- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance coverage shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s); provided that the insurer does not determine that the County is at fault.

The minimum insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury. Policy shall not contain an Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig or boom exclusion.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) Cyber Risk Liability (Network Security/Privacy Liability) Insurance for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

SECTION C for PHASE II – INSURANCE REQUIREMENTS

Limits

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

- (E) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), (C) and (D) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (F) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Claim	\$ 2,000,000
Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Contractor and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County; and (6) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (G) Pollution Legal/Environmental Legal Liability Insurance is to be provided by the subcontractor for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

SECTION C for PHASE II – INSURANCE REQUIREMENTS

Per Claim or Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

per email
P.C. Atty
rmm

~~For acceptance of Pollution Legal/Environmental Legal Liability Insurance coverage provided by subcontractor(s), all subcontractors' insurance shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontractor's work from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except worker's compensation; (5) assign all warranties directly to the County, if any; and (6) identify the County as an intended third-party beneficiary of the subcontract.~~

(H) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.

(I) Builders Risk and/or Installation Floater Insurance Contractor shall secure, pay for and maintain "all-risk" builders risk and/or installation floater insurance, covering risks of physical loss or damage to the Work (Only equipment installed) and facility (including without limitation the transmission lines to the interconnection facilities, buildings, temporary structures, materials, supplies and equipment to be incorporated in the Work) until final acceptance is made, from perils including, but not limited to, Wind, fire (with extended coverage), theft, vandalism, malicious mischief, collapse "however caused", earth movement, flood, water damage, windstorm and hail, lightning, false-work, testing and start-up of building systems, machinery, and equipment, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and increased cost of construction, expediting expense, extra expense and all other perils not specifically excluded under a standard "all-risk" builders risk and/or installation floater form. No crane, boom, jig, or weight exclusion shall apply. Such insurance shall cover all property during construction and testing, materials while stored onsite and offsite and while in transit and shall include the Owner, and Prime Contractor as named Insureds, and Subcontractors to the Project as additional Insureds. The policy shall be written on a replacement cost/completed value basis in an amount at least equal to 100% of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders, including Soft Cost Coverage, Loss of Use/Delay in Start-up Costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering, contractor's overhead and general Conditions, and equipment rental and shall contain an agreed amount endorsement waiving any coinsurance penalty. The policy shall contain a waiver of subrogation in favor of the Owner. Contractor is responsible for payment of all applicable deductibles and premiums. Evidence of coverage in the form of a Certificate of Insurance showing all applicable endorsements shall be provided to the Owner prior to the commencement of any Work.

Exhibit D
Performance and Payment Bonds

Pinellas County, Florida
Professional Engineering Services – Design/Build Multi-Site Radio Tower Replacement
RFP Number: 134-0251 - NC(RM)

13 November 2014
Motorola Ref No. 14-152303
Revised: 20 January 2015



Motorola Solutions

EXHIBIT D

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as
Principal,

And _____, as
Surety,

located at:

(Business Address)

are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County, Florida, as
Obligee in the sum of

\$ _____

_____ DOLLARS (\$ _____) for the payment whereof we
bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for **RFP NO. 134-0251-NC Professional Engineering Services for Design/Build Multi-Site Radio Tower Replacement** in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay

damages, whether liquidated or actual, incurred by Obligee; and

3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this _____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

Witness as to Principal

(Authorized Signature)

Witness as to Principal

(Print Name)

(Title)

(Business Address)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____

by _____

of _____, a _____

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

BOND NO. _____

SURETY:

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

(Business Address)

-OR-

Witness as to Attorney In Fact

(Signature As Attorney In Fact)

(Attach Power of Attorney)

(Print Name)

Witness as to Attorney In Fact

(Title)

(Business Address)

(Telephone Number)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ by

_____ of _____, a
_____ Corporation on behalf of the Corporation. He/She is
personally known to me or has produced Florida Driver's License as identification and who did (did not) take an
oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND,

We, _____

(hereinafter called the ("Principal")) and

(hereinafter called the ("Surety")), located at _____

a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County (hereinafter called the "Owner") in the sum of

\$ _____

—

—

_____ DOLLARS (\$ _____)

for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for **RFP NO. 134-0251-NC Professional Engineering Services for Design/Build Multi-Site Radio Tower Replacement** said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

BOND NO. _____

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____, 20____

(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney)

Signed, sealed and delivered

PRINCIPAL:

In the presence of:

(Authorized Signature)

Witness as to Principal

(Print Name)

(Title)

Witness as to Principal

(Business Address)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____

by _____

of _____, a _____

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

BOND NO. _____

SURETY:

Witness as to Surety

(Authorized Signature)

Witness as to Surety

(Print Name)

(Title)

(Business Address)

-OR-

Witness as to Attorney In Fact

(Signature As Attorney In Fact)

(Attach Power of Attorney)

(Print Name)

Witness as to Attorney In Fact

(Title)

(Business Address)

(Telephone Number)

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____

by _____

of _____, a _____

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: _____

Print Name: _____

Commission Number: _____

My commission expires: _____

**Exhibit E
Tower Acceptance Certificate**

Customer Name: _____

Project Name: _____

This Tower Acceptance Certificate memorializes the occurrence of Tower Acceptance. Motorola and Customer acknowledge that the Tower Acceptance Plan has been successfully completed and the Tower is accepted.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PINELLAS COUNTY RANKING


RFP TITLE: Professional Engineering Services - Design/Build Multi-Site Radio Tower Replacement
RFP #: 134-0251-NC(RM)


Company Name	Point Total	Ranking
Motorola Solutions, Inc.	703.25	1


Pinellas County - Radio System

Proposed Location for Tower Replacement

Dunn Facility Site	4100 Douglas St., Palm Harbor, FL 34683-1446
Highway Site	22211 US Hwy 19, Clearwater, FL 34625
Toytown Landfill Site	10540 16 th St. North, St. Pete, FL 33716
Eldridge Wilde Site	3563 Old Keystone Rd, Tarpon Springs 34689
Ft Desoto Site	3500-2 Pinellas Bayway S., Tierra Verde 33715

 Replacement Tower Sites

 Master Site

 Building Top Site

