

TASK ORDER

This Task Order No. 001 ("Task Order"), with an effective date of March 03, 2020, is issued under the Master Design Engineering Services Agreement ("Agreement") dated *March 01, 2020* by and between *Marin Emergency Radio Authority*("Client") and AECOM Technical Services, Inc., a California corporation. ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

The Parties agree as follows:

1. Upon execution by the Parties, this Task Order is hereby incorporated by reference into the Agreement.
2. The following Attachments are hereby incorporated into this Task Order by reference:

Attachment 1 Task Order Services, Schedule and Deliverables

Attachment 2 Task Order Compensation

Attachment 3 AECOM - MERA NextGen Consulting Proposal dated 02_18_2020

3. **Project Managers** The respective project managers of the Parties shall be (please print) and are to be included in any Notice under Article 4 of the Agreement as it relates to this Task Order:

AECOM:

Name	Michael B Soderman
Title	Associate Vice President
Phone Number	202-297-6777
Email Address	Mike.Soderman@AECOM.com

Client:

Name	Marin Emergency Radio Authority
Title	Maureen Cassingham, Executive Director
Phone Number	(415)927-5050
Email Address	MLCL1948@AOL.com

- 4 All other terms and conditions of the Agreement remain unchanged.
- 5 Each Party represents that the person executing this Task Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

Adilman, Aaron

Digitally signed by Adilman, Aaron
DN: dc=com, dc=aecomnet, dc=na,
ou=AECOMUsers, ou=AMER, ou=US,
ou=USCHG1, cn=Adilman, Aaron
Date: 2020.03.03 11:50:21 -06'00'

Signature

Aaron Adilman

Printed Name

Vice President

Printed Title

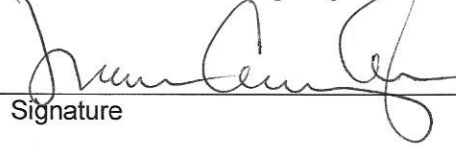
03/02/2020

Date

Address

303 E. Wacker Drive Suite 1400 Chcaigo, IL
60601

CLIENT: Marin Emergency Radio Authority



Signature

MAUREEN CASSINGHAM

Printed Name

EXECUTIVE OFFICER

Printed Title

3-3-20

Date

Address C/TOWN OF CORTE MADERA

300 TAMALPAIS DRIVE

CORTE MADERA, CA 94925

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AECOM Project Number: [TBD]
AECOM Project Name: [MERA NextGen Project]
Task Order No.: [001]

Attachment 1

Task Order Services, Schedule and Deliverables (Sample)

1. Services:

Per AECOM - MERA NextGen Consulting Proposal dated 02_18_2020 in Attachment 3

2. Schedule:

Per AECOM - MERA NextGen Consulting Proposal dated 02_18_2020 in Attachment 3

3. Deliverables:

Per AECOM - MERA NextGen Consulting Proposal dated 02_18_2020 in Attachment 3

4. Task Order Special Terms and Conditions Only Applicable to this Task Order:

None

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AECOM Project Number: [TBD]
AECOM Project Name: [MERA NextGen Project]
Task Order No.: [001]

Attachment 2

Compensation and Payment (Sample)

1. **COMPENSATION** The Services set forth in **Attachment 1** will be compensated on the following basis:

[X] Time and Materials with a Not-to-Exceed ("NTE") amount of \$192,632.00 for Labor. The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are not included in the overall NTE cap and we estimate these costs to be an additional \$9000.00.

2. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

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2.1 **HOURLY LABOR RATE SCHEDULE**

Principle in charge	\$261.00
Project Manager	\$208.00
SR Project Engineer - SME	\$208.00
SR RF Consultant	\$193.00
Communications Engineer	\$175.00
Telecommunications Specialist	\$154.00
Project Coordinator	\$136.00
	\$
	\$
	\$
	\$

2.2 **OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSABLE EXPENSES** Reimbursable expenses are actual expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services and will be billed at the actual cost.

4. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Compensation and/or terms and conditions of this Task Order.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6. PAYMENT

6.1 If payment is based on a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. The Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, the Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.5 Client shall make payments to AECOM using one of the following methods:

6.5.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.5.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.5.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.5.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

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