



AECOM Project Name: MERA Task Order #3
 AECOM Project No.: TBD
 MCSA Task Order No.: TBD
 Marin Emergency Radio Authority
 03/15/2021

TASK ORDER

This Task Order No. 3 ("Task Order"), with an effective date of *March 22, 2021*, is issued under the Master Consulting Services Agreement ("Agreement") dated *March 1, 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
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	Mike B Soderman
Title	Project Manager
Phone Number	202-297-6777
Email Address	Mike.soderman@aecom.com

Client:

Name	Maureen Cassingham, Marin Emergency Radio Authority
Title	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.

CLIENT: Marin Emergency Radio Authority



Signature

Aaron Adilman

Printed Name

Vice President

Printed Title

03/22/2021

Date

Address:
303 East Wacker Drive Suite 1400
Chicago, IL 60601



Signature

MAUREEN CASSINGHAM

Printed Name

EXECUTIVE OFFICER

Printed Title

3-26-21

Date

Address
C/O TOWN OF CORTE HADERA
300 TRM ALPIS DRIVE
CORTE HADERA, CA 94925

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Attachment 1

Task Order Services, Schedule and Deliverables

1. Services:

Per Marin Emergency Radio Authority NextGen Project Civil Engineering Design Services Proposal dated March 22, 2021 in Attachment 3

2. Schedule:

Per Marin Emergency Radio Authority NextGen Project Civil Engineering Design Services Proposal dated March 22, 2021 in in Attachment 3

3. Deliverables:

Per Marin Emergency Radio Authority NextGen Project Civil Engineering Design Services Proposal dated March 22, 2021 in Attachment 3

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

None

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Attachment 2

Compensation and Payment

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

Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
See Attachment 3	\$ 249,672

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

2.1 **HOURLY LABOR RATE SCHEDULE**

INTENTIONALLY OMITTED	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

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 to AECOM plus ten percent (10%) to cover related administrative costs.

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. The Parties shall effect such change through the use of a change order ("Change Order") using the format set forth in EXHIBIT B to the Agreement, incorporated herein by reference.

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. 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, 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 18 (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:



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Marin Emergency Radio Authority
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AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at

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Attachment 3

Marin Emergency Radio Authority

NextGen Project

Proposal – Civil Engineering Design Services

AECOM Technical Services, Inc
2000K St NW, Suite 800
Washington, DC 20006
T+1-202-872-0277
www.aecom.com

March 22, 2021

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Marin Emergency Radio Authority
c/o Town of Corte Madera
300 Tamalpais Drive – Corte Madera, CA 94925
Attn: Ms. Maureen Cassingham, Executive Officer

Re: Request for Civil Engineering Design Services for the Marin Emergency Radio Authority Next Generation Communications System

Dear MERA Governing Board,

AECOM Technical Service, Inc. (AECOM) presents the enclosed proposal to Marin Emergency Radio Authority's (MERA) request for Civil Engineering Design Services supporting the current next generation radio system project.

We are well qualified to support MERA with a highly experienced consulting team, including team members who have specific past experience assessing, understanding, and supporting the implementation of similar public safety communications system projects. We have worked with MERA in the past as your consultant to help assess and recommend the future requirements of your replacement system and are currently providing Program and Construction Project Management Services for the NextGen System Project. We will strive again to be an excellent partner to provide the civil engineering needed to support the NextGen System Project.

We have prepared our response pursuant to our understanding of the agreed upon scope requirements. We confirm our commitment to delivering the professional services as described in the scope requirements outline within our proposal and working collaboratively with your project team to meet your goals and objectives.

We will serve as your advocate, looking out for your best interests, providing expert advice, watching for risk areas and identifying ways to mitigate that risk. We will fill in the gaps where you may not have the necessary internal expertise, or where you simply do not have the capacity to take on this extra effort on your own.

AECOM's proven track record of completing similar projects within budget and on time, together with our financial stability and depth of resources, makes us a best choice to address the challenges you face.

As an officer of AECOM, I am authorized to legally bind AECOM, and I will negotiate on behalf of AECOM. If you have any questions while reviewing our submittal, please do not hesitate to contact me at 312-218-6098.

We are enthusiastic about the opportunity to work with you and are prepared to begin immediately upon your notice to proceed. I am personally committed to making sure AECOM resources are available as needed to make your project successful.

Sincerely,



Aaron Adilman
Vice President,
Operations Leader of Technology Solutions
AECOM

Project Understanding

AECOM will provide civil engineering design services for the following sites: Muir Beach, Tomales, Mill Valley Water Tank, Skyview Terrace Water Tank, and Coyote Peak.

Design services include topographic survey, review of existing civil drawings and specifications, identifying drawing changes for other disciplines based on new civil design, preparation of new civil design based on existing backgrounds, and review and coordination of civil design by AECOM Program Management team.

SCOPE OF SERVICES:

A. CIVIL DESIGN SERVICES:

AECOM Activities:

- Once Under Contract, AECOM will host a project kickoff call perform an in depth review of existing drawings, attend an on-site visit with surveyor and key stakeholders of the project to obtain a first-hand understanding of the important needs and constraints of the civil design.
- AECOM will subcontract Land Surveying Services to a Disable Veteran Business Enterprise (DVBE), Michael Dequine and Associates. Land surveying services to include the following:
 - Topographic mapping in 0.5' contour interval, or as appropriate based on existing elevation changes.
 - Locate all above ground site features. Features may include but are not limited to: corners of building, ramps, stairs, concrete walks, curbs, equipment pads, exterior equipment, vaults, fencing, utility poles, and water tanks.
 - Locate surface evidence of below grade utilities.
 - Obtain rim and inverts of all sanitary sewer and storm drain structures. Information to include pipe size, direction, and pipe material (if available)
 - Trees larger than 4-inches in diameter.
 - Surface type (landscaping, gravel, asphalt) with edge of pavement.
- Utilizing new survey data, AECOM will complete the following for each site (Muir Beach, Tomales, Mill Valley Water Tank, Skyview Terrace Water Tank, and Coyote Peak):
 - Erosion and sedimentation plans and details per Marin County Standards. These will form the basis for the Stormwater Pollution Prevention Plan (SWPPP) that will be provided by future contractor.
 - Demolition plan
 - Civil site plan
 - Grading/drainage and utility plan. Grading plans will identify limits of grading, proposed finished grades, and profiles as required to convey drainage design.
 - Drainage calculations per City/County standards.
 - Berm Design for Skyview Terrace Water Tank.
 - Retaining wall plan and profiles. Profiles to identify stationing and changes in wall elevation.
 - Civil site details
 - Review of previously completed Geotechnical Reports.
 - Preparation of construction specifications.

- Civil design drawings and specifications will be stamped and signed by a California Licensed Professional Civil Engineer.
- Scope assumes existing AutoCAD drawings and specifications from previous design will be provided to AECOM.
- Meetings:
 - One site visit (per site)
 - One – 2-hour project kick-off meeting
 - One – 2-hour 95% design review meeting (per site)

Deliverables

- Topographic survey for the following sites: Muir Beach, Tomales, Mill Valley Water Tank, Skyview Terrace Water Tank, and Coyote Peak. Survey will be stamped and signed by a California Licensed Professional Land Surveyor.
- 95% design drawings and specifications
- Issued for Construction (100%) drawings and specifications for the following sites: Muir Beach, Tomales, Mill Valley Water Tank, Skyview Terrace Water Tank, and Coyote Peak.
- AutoCAD, Civil 3D, and other native files used for completed designs
- Meeting notes

B. Project Schedule

Project Schedule/Duration

AECOM will begin design services following receipt and execution of the enclosed Task Order #3 documents. AECOM will provide services based on the following duration:

- Topographic surveys within 45 calendar days
- 95% design within 75 calendar days
- Issue for Construction (100%) design within 100 calendar days

The durations listed above are approximate and some tasks may be completed simultaneously when possible. A final project schedule will be developed once the project is started and completion dates on dependent tasks are identified.

C. BASIS OF PROPOSAL

1. Client directed modifications to the Scope of Services will require AECOM to re-evaluate our service fees or will be provided as an additional service. Any work outside this scope and price proposal will be subject to the fair negotiation of additional costs.
2. All previously completed civil plans in electronic format will be provided to AECOM in AutoCAD DWG format.
3. Civil Construction Administration Services is not included. AECOM can provide these services as an option if required.
4. All documents will be delivered to MERA in PDF Format, no hardcopies will be provided.
5. AECOM assumes the final construction documents and specifications will be created and assembled as one (1) bid package per location. Additional bid packages will result in more time and cost.

6. Specifications shall be generated using CSI Masterspec 2014. Division 0 or 1 specification sections will not be provided and are assumed provided by MERA.
7. AECOM fees do not include structural engineering and or design services.

D. PRICING:

AECOM's Lump Sum fee includes all professional services fees, subcontractor fees, expenses for travel and per diem.

AECOM will be able to meet the objectives and activities listed above and deliver final versions of all deliverables assuming there are no significant changes in the scope of services and schedule.

MERA Next Gen Civil Engineering Design Services

Site Name	Fee
Muir Beach	\$66,238
Tomales	\$41,102
Mill Valley Water Tank	\$57,112
Skyview Terrace Water Tank	\$41,770
Coyote Peak	\$43,450

LUMP SUM PROJECT TOTAL \$249,672