

July 12, 2016

RESUME

A Request For Proposal (#16-0222-1 Radio Consultant) was issued by the County to assist with the analysis and development of a new public safety radio system for the County under the Virginia Procurement Act §2.2-4302.2(A)(4). The County received eleven (11) qualified responses to the RFP on March 21, 2016. Through the evaluation procedure, the top five (5) firms were chosen to participate in an interview process. A second round of interviews included the three (3) finalists selected by the committee. The voting members of the committee consisted of Kirsten Cherry, Director of IT; Chief Keith Early, Police Department; Sheriff Bucky Allin; Brad Owens, Director of Fire/EMS; and Jeff Stoke, Deputy County Administrator.

On May 10, 2016, the committee recommended AECOM to the Board of Supervisors and the Board passed resolution # R-16-046: Authority To Enter Negotiations For Consulting Services For Public Safety Radio System which authorized the County Administrator to enter negotiations with the company for scope and price.

Staff recommendation to the Board of Supervisors is to authorize the County Administrator to execute a contract with AECOM for Phase I (infrastructure assessment / coverage analysis) and Phase II (system design / vendor procurement) of a new public safety radio system for \$174,435. The contract calls for a completion date of Phase I and II by November 17, 2017. The contract shall be reviewed by Steve Micas, County Attorney, before the County enters into the agreement.

A reimbursement resolution will be forth coming at the August Board of Supervisors meeting which will group several projects requiring debt issuance. Phase I and II for the new public safety radio system will be included in that debt issuance.

Future action requiring separate Board of Supervisors' approval:

Phase III (purchasing / construction / project management) scope and pricing for implementation services shall be negotiated at a later date between the parties. Prince George County reserves the option to amend this contract for Phase III implementation services of a new public safety radio system with AECOM.

Mr. Jeff Stoke will be available to answer question concerning the RFP process and committee recommendation.

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia this 12th day of July, 2016:

Present:

Vote:

William A. Robertson, Jr., Chairman
Jerry J. Skalsky, Vice-Chairman
Alan R. Carmichael
Donald R. Hunter
T. J. Webb

A-0

On motion of _____, seconded by _____, which carried unanimously, the following Resolution was adopted:

**AUTHORITY TO ENTER CONTRACT FOR CONSULTING SERVICES
FOR NEW PUBLIC SAFETY RADIO SYSTEM**

WHEREAS, A Request for Proposal (#16-0222-1 Radio Consultant) was developed and advertised through the County’s procurement process to accept responses and qualifications for the vendor assessment, design and implementation of a new public safety radio system; and

WHEREAS, after a review by the evaluation committee of all eleven responses received, presentations and interviews were held with the five top-ranked responding firms;

WHEREAS, after careful consideration, the committee recommended that AECOM best met the needs of the County for consulting services for a new public safety radio system and, on May 10, 2016, the Board of Supervisors authorized the County Administrator to enter into scope and price negotiations with the company;

NOW, THEREFORE, BE IT RESOLVED That the Board of Supervisors of the County of Prince George this 12th day of July, 2016 does hereby authorize the County Administrator to execute a contract with AECOM for Phase I (infrastructure assessment/coverage analysis) and Phase II (system design/vendor procurement) of a new public safety radio system for \$174,435, upon County Attorney review and approval.

A Copy Teste:

Percy C. Ashcraft
County Administrator



CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this _____, 2016, is by and between Prince George County, VA ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Prince George County Police Department
6600 Courthouse Road
Prince George, VA 23875
Attn: Denise Johnson, Public Safety Information Systems Specialist

TO AECOM:

20715 Timberlake Road
Suite 106
Lynchburg, VA 24502
Attn: Cheryl S. Giggetts

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to

AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. **INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action that Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

9. DATA RIGHTS

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

10. **COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

11. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

12. INSURANCE

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

13. INDEMNITY

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Client requires such Contractors to provide to the Client.

14. CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED THE ACTUAL PAID COMPENSATION FOR THE SERVICES. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

16. DISPUTES RESOLUTION

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

17. GOVERNING LAW This Agreement shall be governed by and interpreted under the laws of the State of California, excluding the conflict of law provisions.

18. TERMINATION

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

19. ASSIGNMENT

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

20. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

21. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

22. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) or 22 (Survival) shall survive termination of this Agreement.

23. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

24. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

25. ORDER OF PRECEDENCE

EXHIBIT C	Change Orders
Consulting Services Agreement	Article 26
Consulting Services Agreement	Articles 1 through 25 and 27
EXHIBIT B	Compensation and Payment
EXHIBIT A	Services
Other contract documents	

26. SPECIAL TERMS AND CONDITIONS

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27. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Technical Services, Inc.

CLIENT: Prince George County, VA

Signature

Signature
Percy C. Ashcraft

Cheryl S. Giggetts
Printed Name

Printed Name

Senior Vice President
Printed Title

County Administrator
Printed Title

Address
20715 Timberlake Road, Suite 106
Lynchburg, VA 24502

Address
6602 Courts Drive
Prince George, VA 23875

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EXHIBIT A

Services:

Phase 1

Infrastructure and Needs Assessment, Feasibility Analysis, and Preliminary Design and Cost

On-site Project Kickoff Meeting

AECOM will begin the System Assessment with an on-site project kickoff meeting. The purpose of the on-site meeting is to re-affirm the County's future vision and expectations, and review project plans, goals and details. We will also review the project schedule and task milestones, responsibilities for both AECOM and the County, near-term deliverables, background information needs, on-site meeting requirements and logistics.

Prior to this meeting, our project manager will send a letter to:

- (1) Confirm the project team assignments
- (2) Establish the agenda, expected participants and dates
- (3) List materials and information needed as part of the system assessment

Background Information Review

AECOM will review documentation on the County's existing UHF 10 Channel Narrow Band Conventional Simulcast system, site data, FCC documents, the logging recorder system, interoperability mechanisms, and other records. This background information will help us better understand your current needs for upgrades and improvements.

Stakeholder Interviews

During the week of the kickoff meeting, we will complete a series of stakeholder interviews. AECOM's project manager and engineers will meet with the County's management and key radio stakeholders. These will include fire, police, Design Nine, and surrounding Region Law Enforcement/Fire agencies. Here, we will gather the information about today's operations, features, radio coverage, future needs, and performance issues.

Site Surveys

During the interview week, our engineers will visit and survey all existing tower sites and the dispatch centers. We will gather information about reutilizing site support systems, available tower capacity, and facility space availability for new equipment. We will also validate the subscriber unit inventories provided by the County. This information will allow us to make comprehensive and accurate cost estimates for our new system options.

Our surveys include but are not limited to:

- Compile client and FCC database information
- Document site conditions, site access roads, space availability, and site security
- Document shelter conditions and space availability in shelters.
- Photo document the site infrastructure and equipment
- Assess power generator systems and fuel systems
- Assess visible grounding systems
- Assess UPS system at the ECC and tower sites
- Document detail on the tower, antenna types and heights
- Inventory and assess radio and microwave equipment
- Inventory and assess Logging Recorder system and Console systems
- Microwave and fiber connectivity, available capacity
- Inventory and assess other communication facility dispatch equipment

Functional Requirements and System Attributes

From the completed stakeholder interviews and our survey documentation of your current facilities, sites and equipment, we will develop part of the report outlining the new systems' functional requirements. These requirements will also include the requirements for P25 features and functionality.

The first step is to establish the System Attributes, which are the operational features that reflect the needs of your user community. While in the course of developing the Conceptual System Design, we shall identify several potential viable configurations, each of these configurations will be evaluated against their ability to fulfill your System Attributes.

Finally, the new systems' functional requirements will specify the numerous supporting systems that are required to operate a successful and resilient communications system, including tower, site, shelter, power, connectivity and ECC facility requirements.

Coverage Analysis

We understand that you plan to migrate from the UHF 10 Channel Narrow Band Conventional Simulcast system. We will evaluate your existing system sites to determine the coverage they provide and how they could work in a new P25 system. Our coverage analysis will take into account varying building densities and land use factors.

The Public Safety Communications Plan will specify coverage and performance requirements for a new P25 trunked digital system. Coverage requirements may be based on use of the portable and mobile subscriber units as well as in-building requirements. With coverage requirements solicited from the County's user community, our team will use AECOM's Communications Technology proprietary Propagation, Coverage, and Loading Analyst (P-CALA) SM software, to develop a Coverage Design using a combination of existing radio sites augmented by new sites located to minimize "dead spots". We will incorporate operation from within buildings, and differentiate between the types of buildings constructed in various parts of the County. The Coverage Design provided by our P-CALA SM specialists will establish a system configuration, and identify preliminary locations for radio sites.

AECOM will work with Design Nine for wireless broadband tower co-location recommendations that shall accommodate both a new public safety radio system and wireless broadband system.

In-Building Coverage

During the needs assessment we will determine from users the areas needing in-building coverage. This information including land-use information will factor into our coverage analysis and design. We will include any necessary in-building augmentation systems in the RFP. We typically recommend soliciting information on pricing of in-building systems (for budgeting/contingency purposes) and waiting until after coverage testing identifies a specific need to authorize actual purchase and installation of such equipment.

Radio Traffic Analysis

The functional requirements will specify the requirements for P25 capacity, system reliability and availability. "System Availability" includes two aspects: *Capacity* (availability of a radio channel when the user needs to talk), and *Coverage* (sufficient radio signal at the location where the user needs to talk). Using AECOM's Communications Technology Capacity Analysis Model (CAM)SM software, with inputs derived from the Survey and other information provided by the County, our CAMSM specialists will carefully look at the County's user requirements to establish the size of the system based on an acceptable *Grade of Service* projected for the busiest hour of any week.

FCC License Review

AECOM will review the existing licenses to determine their potential use in a new system. Applying for frequencies should take place during the beginning stages of the implementation process, once the Detailed Design Review is complete. In a future Phase III (implementation), AECOM would be responsible to secure and manage the required FCC 700/800 MHz spectrum and licenses for this project.

Design Alternatives

As we evaluate the user's needs and perform the engineering analysis, we will craft possible system design alternatives. These alternatives will comprehend your desire to move to P25 technology as well as the need to maintain mutual aid for interoperability. As part of our report, we will describe the options and provide high-level cost estimates. AECOM will meet with the County to review the alternatives before moving forward to the draft communications plan.

Project Procurement Options

AECOM has experience with supporting clients to achieve radio system awards (both competitive and negotiated) for each of the major radio equipment manufacturers. In addition, AECOM also has great experience and examples where we have helped customers achieve significant cost savings through structuring separate procurements for microwave, tower and site civils, and subscriber radios.

AECOM will critically review new system procurement while evaluating best system procurement options. Our experience generally has found that issuing a competitive specification that contains a module for each of the components listed above allows the County the most flexibility. Each component is specified independently, thus allowing the opportunity to negotiate and procure as a turnkey system or separate systems, to potentially achieve significant cost savings. This is an approach we have utilized for many localities with great success. We look forward to sharing with you our knowledge and discussing the pros, cons, and potential cost benefits of such strategies as *we work together* to find the best procurement option strategy for the County.

Draft Communications Plan

AECOM will then complete the engineering work and draft the upgrade options, costs estimates, and potential upgrade benefits. We anticipate capturing current issues, future requirements, potential coverage improvements, equipment replacements, upgrade schedule/logistics and cost/benefits. This information will be delivered as our Draft Assessment Report. AECOM will teleconference with the County to review the draft information, answer questions, collect feedback, and work toward a consensus project approach.

Final Communications Plan

AECOM will make any necessary revisions to the radio concept, plans, and cost estimates resulting from the draft review process. We will then provide our Final Assessment Report.

Phase 2

Detailed Design, Invitation to Bid Development, Contractor Selection, and Procurement

Grant Funding

The usual approach when the need for increased funding is mentioned is to look for grants. There are a number of grant programs at both the state and federal levels. In addition, there are a large number of private sources of grants. Corporate foundations, such as the Verizon Foundation make grants for a variety of purposes. Community Foundations are tax-exempt, non-profit, autonomous, publicly-supported, and non-sectarian philanthropic institutions. Community Foundations have a long term goal of building permanent, named component funds established by many separate donors for the broad-based charitable benefit of the residents of a defined geographic area. Based on a sample of grants awarded by the 1,000 largest foundations, only a small portion of the grants awarded went to the categories classified as "Public Safety and Disaster Relief" or "Crime, Justice and Legal Services".

Formula grants allocate funds to states or local governments according to a distribution formula prescribed by federal law. The State Homeland Security Grant Program and the Law Enforcement Prevention of Terrorism grant program are two examples of formula grants. The amount appropriated by Congress is distributed to the states on the basis of population. Other formula grant programs use more complex formulas to distribute the grants.

Block grants are a subcategory of formula grants. Block grant programs often have a wide range of eligible activities typically covering a general problem area. Two examples of block grants are the Community Development Block Grant and the Byrne Memorial Justice Assistance Program. The Community Oriented Policing Services (COPS) Technology and Interoperable Communications grant program is an example of a project grant program. Project grants are also referred to as discretionary grants. Funding is provided for specific projects for a fixed period of time. Often there is a competitive process among the grant applicants.

Most federal agencies provide three types of funding to state and local governments: formula or block grants, discretionary funding, and direct appropriations or earmarks. While there are examples of agencies successfully using other programs for funding of public safety communications projects, the most applicable Federal Government Grant Programs generally fall under two departments: the Department of Justice and the Department of Homeland Security. With the increased emphasis on Homeland Security since 2001, Homeland Security grant programs are increasing and appropriations for Department of Justice Grant programs are decreasing. Another trend, especially with Homeland Security grants, is the increased use of block grants to the states rather than grants to individual communities. The states then must distribute 80 percent of the money received to local governments.

A new trend in federal funding is the increase in the number of direct appropriations, or earmarks, in many of the appropriations bills and a corresponding decrease in the number of discretionary grants. A significant number of earmarks are contained in the Department of Justice's budget. In previous budgets all of the appropriations for the COPS Technology (327 earmarks) and the Byrne Discretionary Grant (241 earmarks) programs were earmarked in the appropriations bill. One additional trend is that, while the Department of Homeland Security's (DHS) budget has increased over the past several years, the overall amount of assistance provided to state and local governments has decreased, especially when the DHS and Department of Justice (DOJ) grant budgets are combined.

Since the events of September 11, 2001, federal grants for public safety purposes have focused much more on regional efforts rather than on individual agency efforts. Regional projects are encouraged to promote cooperation and coordination of first responders from multiple jurisdictions. Both the Department of Justice and the Department of Homeland Security are emphasizing that planning for all hazards is critical. Also, the grant-making agencies are looking for a regional consensus on program expenditures. There is a growing trend to distribute grant dollars based on risk assessment criteria rather than being distributed on the basis of population. This can be seen in the way the Urban Areas Security Initiative (UASI) funds have been allocated.

The Federal Government has become a very strong proponent of Interoperability. Both the Department of Homeland Security and the Department of Justice have instituted the requirement that any new communications systems purchased be APCO Project 25 compatible if DHS funding is involved. Additional guidance has indicated that this requirement may be satisfied with the radios supporting P25 conventional mode operations. In addition, Congress has mandated that each state submit a Statewide Interoperable Communications Plan. DHS has instituted further the requirement that any local jurisdiction receiving UASI funding for communications through DHS complete a Tactical Interoperable Communications Plan.

AECOM will review the available grant opportunities with the County of Prince George to determine if there are opportunities to fund this system.

Technical Specifications

AECOM will develop the technical specifications portion of the procurement documentation for the radio system. State-of-the-art integrated wide-area radio systems are complex, and by necessity, unique to each situation. Our functional/operational approach to specifications allow system proposers the latitude to offer their own unique configurations, while retaining the essential requirements and operational characteristics developed specifically for the County, consistent with the County's overall telecommunications plan. The system specifications will include:

- LMR systems
- Connectivity network
- Console equipment
- Subscribers
- Conceptual drawings
- Graphics and data tables
- Statement of work
- Evaluation criteria
- Project schedule
- Submittal schedule

The specifications can be developed in a modular way based on project phasing decisions made during the planning work. For example, modules can be set up for P25 infrastructure, connectivity improvements, subscribers, and site facilities upgrades. This will provide you two advantages: the ability to construct according to your timeline, and the ability to engage separate contractors in their areas of expertise. The latter tactic tends to achieve better pricing by avoiding integrator markups.

Facilities Specifications

The current emphasis on Homeland Security considerations brings physical security of the radio system to the forefront of system implementation. AECOM handles system security by carefully designing a logical and intuitive failure hierarchy into the system – in short by carefully considering survivability. Equally important is incorporating physical security into the overall site and facility specifications. The Site and Facilities Specifications will be part of the procurement documentation for a turnkey system contract.

Price Submittal Forms

AECOM will develop price submittal forms which will allow us to make apples-to-apples comparisons of uniformly submitted prices.

Evaluation Criteria

A well-formulated and logical evaluation process is essential for the smooth execution of a competitive procurement. To this end, AECOM will assist the County in developing evaluation criteria, including our recommendations for weighted evaluation factors and an overall scoring system. When the evaluation criteria are included in the procurement documentation, it tends to establish vendor concurrence with the process for the record.

Draft System Specifications

AECOM will issue the System Specifications in draft form for the County's review and comment.

Specification Review Meeting

We will hold a review meeting within the County to discuss the status of the specifications and answer any questions concerning the specifications development.

Final Specifications and RFP

Our project team will revise the draft specifications, incorporating County requirements and comments. We will provide to the County the Procurement Package including, if requested, County's terms and conditions and other required procurement documentation provided to us in electronic format. AECOM offers a "radio centric" set of terms and conditions for the County's consideration.

The procurement pricing section will also be provided in Excel format with the expectation the vendors will use this format to submit their system pricing and facilitate an accurate and efficient evaluation process.

We will assist County Purchasing as requested in publishing and issuing the RFP package.

Pre-Proposal Activities

AECOM will support the County by answering proposer's technical questions during the proposal evaluation period. We will also hold a pre-proposal teleconference, with potential vendors, in which we will walk the proposers through the RFP and answer questions. We will provide follow up on any questions and support the purchasing department as requested with any addenda issuance.

Technical Evaluation

AECOM will assist your proposal evaluation team throughout the process. We will serve as your technical and price advisor.

AECOM will provide careful attention to detail and documentation throughout the evaluation process in order to mitigate the risk of protest by any unsuccessful vendor(s). The Evaluation Process begins with AECOM creating a Proposal Evaluation Matrix for each vendor submission. This Matrix will be used throughout the Evaluation Process to properly document the Technical and Price Evaluations.

Our Project Team will prepare a detailed Technical Evaluation of the proposals (which may include alternate proposals from the same vendor). Our Project Team will implement a multi-step technical evaluation process in which our Project Team first reviews each proposal for technical content. Then, in consensus with the County's selection committee, the Project Team will request clarifications from the vendors where required, review responses, and update the technical portion of the Proposal Evaluation Matrix.

Price Evaluation

After completion of the Technical Evaluation, the AECOM Project Team will next review the price proposals for technical accuracy and reasonableness, which may entail requesting additional clarifications from each proposer. Each vendor's price information will be entered into the AECOM Proposal Variance AnalystSM software, and combined with the Technical Evaluation information to determine total proposal variance for each of the vendor submissions.

AECOM's price evaluation process and software is highly integrated. It relies on a pricing database, constantly updated from our recent price proposals. The prices we evaluate at this step should be highly correlated to the cost estimates we provided you during options review and budgeting. Proposal prices generally come within with a few percent of our estimates. Our process has also proven very useful in

spotting proposal price errors. We can also solicit lifecycle support costs, a very important consideration in the County budgeting process. We can offer our experience with all the major vendors current support packages and their recent pricing.

Vendor Presentations/Demonstrations

AECOM can participate in vendor presentations or demonstrations held at a County location, upon concurrence with the County on the vendors to be interviewed. Based upon new information gathered at these presentations, our Project Team will update the technical portion of the Proposal Evaluation Matrix and establish each vendor's proposal's compliance according to the RFP's technical evaluation factors.

Evaluation Report

AECOM will document our Evaluation Process and prepare an Evaluation Report that will include Technical and Price Evaluation results, and AECOM's recommendation for the most responsive and cost effective proposal for the County. AECOM's Proposal Variance AnalystSM software is unique in that it allows our Project Team to include as part of Evaluation Process an unbiased and impartial overall ranking of the vendor proposals.

Negotiations Support

To help achieve a strong contract, AECOM will recommend that the following items be included with the vendor's proposal for our review during negotiations:

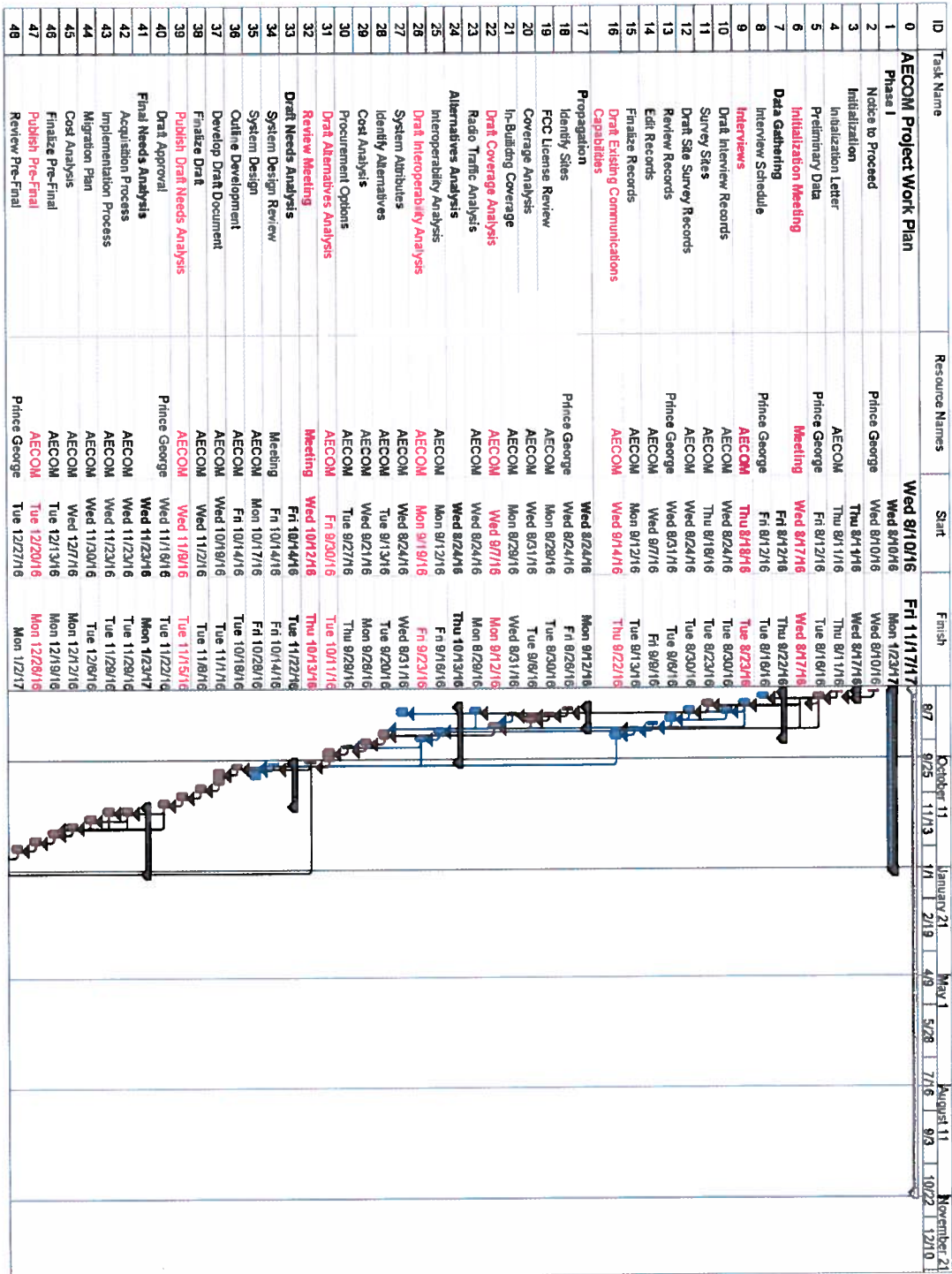
- Detailed vendor statements of work for all work to be performed
- Well defined coverage proposal and test plans
- Well defined acceptance testing plans with definitive pass/fail criteria.
- Well defined cutover plans.
- Warranty and support plans with contract terms to ensure vendor performance and schedules are met, including liquidated damages, retention of fees and proper warranty guarantees.

AECOM shall provide three on-site contract negotiations meetings and remote support and assistance during negotiations with the selected vendors. Our experience and technical knowledge with the implementation of complex radio projects will help the County to understand both the competitive industry costs and technical requirements in order to achieve a best-value contract and to minimize costs to the County. We believe that our presence during negotiations can provide client value and help establish good relationships for the remainder of the project phases.

Phase 3

Phase 3 scope and pricing for implementation services shall be negotiated at a later date between the parties. Prince George County reserves the option to amend this contract for Phase III implementation services with AECOM.

Schedule:



ID	Task Name	Resource Names	Start	Finish
49	Review Comments	AECOM	Tue 1/24/17	Thu 1/25/17
50	Technical Edit	AECOM	Fri 1/6/17	Wed 1/11/17
51	Finalize Document	AECOM	Thu 1/12/17	Wed 1/18/17
52	Publish Final Report	AECOM	Thu 1/19/17	Mon 1/23/17
53	Phase 2		Tue 1/24/17	Fri 1/17/17
54	Grant Funding Analysis	AECOM	Tue 1/24/17	Mon 2/20/17
55	Draft RFP	AECOM	Tue 1/24/17	Mon 4/11/17
56	Telecom Specifications	AECOM	Tue 1/24/17	Mon 2/6/17
57	Equipment Specifications	AECOM	Tue 1/24/17	Mon 2/6/17
58	Non-Fixed Equipment Finalization	Prince George	Tue 1/24/17	Mon 2/6/17
59	Facility Specifications	AECOM	Tue 1/24/17	Mon 2/6/17
60	Radio System Functional Design Plan	AECOM	Tue 2/7/17	Mon 2/13/17
61	Sample Terms & Conditions	AECOM	Tue 1/24/17	Mon 1/30/17
62	System Specifications	AECOM	Tue 2/14/17	Mon 3/6/17
63	Terms & Conditions	Prince George	Tue 1/31/17	Mon 2/13/17
64	Cost Sheet Preparation	AECOM	Tue 2/7/17	Mon 2/20/17
65	Draft Assembly	AECOM	Tue 3/7/17	Wed 3/6/17
66	PM Review	AECOM	Thu 3/9/17	Mon 3/13/17
67	Technical Edit	AECOM	Tue 3/14/17	Mon 3/20/17
68	Finalize Draft RFP	AECOM	Tue 3/21/17	Mon 3/27/17
69	Publish Draft RFP	AECOM	Tue 3/28/17	Tue 3/28/17
70	Specification Review Meeting	Meeting	Wed 4/5/17	Wed 4/5/17
71	Review / Approval of RFP	Prince George	Wed 3/28/17	Tue 4/11/17
72	Final RFP	AECOM	Wed 4/12/17	Wed 5/8/17
73	Finalize Document	AECOM	Wed 4/12/17	Tue 4/25/17
74	Publish Final RFP	AECOM	Wed 4/26/17	Wed 4/26/17
75	Release RFP	Prince George	Thu 4/27/17	Wed 5/9/17
76	Procurement		Thu 5/4/17	Thu 5/25/17
77	Pre-Proposal Conference	AECOM/Prince George	Thu 5/25/17	Thu 5/25/17
78	Proposal Preparation	Proposer	Thu 5/4/17	Wed 7/6/17
79	Review Proposer Questions	AECOM/Prince George	Thu 5/4/17	Wed 5/10/17
80	Respond to Proposer Questions	AECOM/Prince George	Thu 5/25/17	Wed 5/31/17
81	Addenda	AECOM	Thu 6/1/17	Wed 6/7/17
82	Technical Evaluation	AECOM	Thu 5/4/17	Mon 8/28/17
83	Evaluation Methodology	AECOM	Thu 5/4/17	Wed 5/17/17
84	Review/Approve Evaluation Methodology	Prince George	Thu 5/18/17	Wed 5/24/17
85	Technical Proposal Opening	Prince George	Thu 7/6/17	Thu 7/6/17
86	First Pass Evaluation	AECOM/Prince George	Fri 7/7/17	Thu 7/27/17
87	Request Clarifications	AECOM	Fri 7/28/17	Thu 8/3/17
88	Clarification Response	Proposer	Fri 8/4/17	Thu 8/10/17
89	Final Technical Evaluation	AECOM/Prince George	Fri 8/11/17	Thu 8/17/17
90	Vendor Presentations	AECOM/Prince George	Fri 8/18/17	Thu 8/24/17
91	Evaluation Committee Meeting	Meeting	Fri 8/25/17	Mon 8/28/17
92	Cost Evaluation	Prince George	Fri 8/18/17	Fri 9/1/17
93	Cost Proposal Opening	Prince George	Fri 8/18/17	Fri 8/18/17
94	Cost Evaluation	AECOM/Prince George	Mon 8/21/17	Fri 9/1/17
95	Negotiations	AECOM	Mon 8/4/17	Fri 11/7/17
96	Preliminary Evaluation Report	AECOM	Mon 9/4/17	Fri 9/8/17

Deliverables:

Phase 1:

- Initialization Meeting
- Interviews
- Draft Existing Communications Capabilities
- Draft Coverage Analysis
- Draft Interoperability Analysis
- Draft Alternatives Analysis
- Review Meeting
- Draft Needs Analysis
- Pre-Final Needs Analysis
- Final Needs Analysis

Phase 2:

- Grant Funding Analysis
- Review Radio System Functional Design Plan
- Draft RFP
- Specification Review Meeting
- Final RFP
- Pre-Proposal Conference
- RFP Addenda
- First Pass Technical Evaluation / Request Clarifications
- Vendor Presentations / Evaluation Committee Meeting
- Cost Evaluation
- Preliminary Evaluation Report
- Evaluate Vendor BAFOs
- Final Evaluation Report
- Negotiations Support

AECOM Project Manager

Name	Mark Hannah
Title	Project Manager
Address	20715 Timberlake Road, Suite 106, Lynchburg, VA 24502
Phone Number	571-242-2315
Email Address	Mark.Hannah@aecom.com

AECOM Project Technical Lead

Name	Edwin Nettleton
Title	Project Technical Lead
Address	20715 Timberlake Road, Suite 106, Lynchburg, VA 24502
Phone Number	757-287-3080
Email Address	Edwin.Nettleton@aecom.com

Client Project Manager

Name	Denise Johnson
Title	Public Safety Information Systems Specialist
Address	6600 Courthouse Road, Prince George, VA, 23875
Phone Number	(804) 863-1875
Email Address	djohnson@princegeorgecountyva.gov

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EXHIBIT B
COMPENSATION AND PAYMENT

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

Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

Time & Material - See Section 2.1 for Hourly Labor Rates

Time and Materials with a Not-to-Exceed ("NTE") amount of (\$). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

Lump Sum [\$174,435.00]:

Phase	Milestone/Deliverable	Payment Amount
Phase 1		
	Initialization Meeting	\$ 6,000.00
	Interviews	\$ 9,000.00
	Draft Existing Communications Capabilities	\$ 5,000.00
	Draft Coverage Analysis	\$ 5,000.00
	Draft Interoperability Analysis	\$ 5,000.00
	Draft Alternatives Analysis	\$ 5,000.00
	Review Meeting	\$ 6,000.00
	Draft Needs Analysis	\$10,000.00
	Pre-Final Needs Analysis	\$ 5,000.00
	Final Needs Analysis	\$ 3,580.00
Phase 2		
	Grant Funding Analysis	\$ 5,000.00
	Review Radio System Functional Design Plan	\$10,000.00
	Draft RFP	\$15,000.00
	Specification Review Meeting	\$ 5,775.00
	Final RFP	\$10,000.00
	Pre-Proposal Conference	\$ 3,500.00
	RFP Addenda	\$ 2,500.00
	First Pass Technical Evaluation / Request Clarifications	\$18,000.00
	Vendor Presentations / Evaluation Committee Meeting	\$10,000.00
	Cost Evaluation	\$ 5,000.00
	Preliminary Evaluation Report	\$10,000.00
	Evaluate Vendor BAFOs	\$ 5,000.00
	Final Evaluation Report	\$ 3,500.00
	Negotiations Support	\$11,580.00

Cost Plus Fixed Fee: [Cost \$ and Fee \$]

Other:

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

2.1 **HOURLY LABOR RATE SCHEDULE**

DESIGNER	\$ 91.00
TELECOMMUNICATIONS SPECIALIST	\$ 99.50
STAFF ENGINEER	\$112.00
SR. TELECOMMUNICATIONS SPECIALIST	\$113.50
PROJECT COORDINATOR	\$115.00
TECHNOLOGY SPECIALIST	\$129.00
SENIOR ENGINEER	\$169.50
PROJECT MANAGER	\$172.00
SR PROJECT MANAGER	\$177.50
TECHNOLOGY SPECIALIST - SUBJECT MATTER EXPERT	\$184.50
SENIOR TECHNOLOGY SPECIALIST - SUBJECT MATTER EXPERT	\$194.00
PROJECT MANAGER - SUBJECT MATTER EXPERT	\$203.50
SR PROJECT MANAGER - SUBJECT MATTER EXPERT	\$206.50
PROJECT DIRECTOR	\$255.50

2.2 **OTHER HOURLY LABOR RATE CATEGORIES** 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 expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures 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, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

6 PAYMENT

6.1 If payment is based on Time and Materials with 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. 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.

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

6.6.1 AECOM LOCKBOX:

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

6.6.2 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

6.6.3 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

6.6.4 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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AECOM Project Name: _____
 AECOM Project No.: _____
 Change Order No.: _____

EXHIBIT C
CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated _____, 20__ between Prince George County, VA ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

- No change to Compensation
- Time & Material (See **Exhibit B** for the Hourly Labor Rate Schedule)
- Time and Materials with a Not- to-Exceed amount of (\$ _____). The Hourly Labor Rate Schedule is set forth in **EXHIBIT B** (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.
- Lump Sum [\$ _____]

Milestone/Deliverable & Date	Payment Amount
	\$

- Cost Plus Fixed Fee:** [Cost \$ _____ and Fee \$ _____]

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ _____.

5. Project Impact:

--

6. **Other Changes** (including terms and conditions):

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Prince George County, VA

Signature

Signature

Cheryl S Giggetts
Printed Name

Printed Name

Senior Vice President
Printed Title

Printed Title

Address
20715 Timberlake Road, Suite 106
Lynchburg, VA 24502

Address

[End of Agreement]