

**Amendment #1 to  
Professional Services Contract  
CDX Wireless, Inc.  
Milwaukee County Resolution File Number 15-399**

THIS AMENDMENT No. 1 to Professional Services Contract (Milwaukee County Resolution File Number 15-399) between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by its Office of Emergency Management, and CDX Wireless, Inc. (FEIN: 26-2776034) (hereafter called "Contractor"), as represented by Steven Surwillo, Principal, is entered into this day \_\_\_\_\_, 2016.

WITNESS THAT:

- Whereas the aforementioned Professional Services Contract includes a scope in which Contractor is to continue providing project management and technical expertise essential to the successful implementation of the OASIS 800 Megahertz Public Safety Radio System (Build Out Ten Sites to Digital) project; and
- Whereas the aforementioned Professional Services Contract is for an amount not to exceed \$168,200 with CDX Wireless, Inc.; and
- Whereas the aforementioned Professional Services Contract defines a term effective from June 2015 through July 2016; and
- Whereas the implementation of OASIS and the transition of user agencies to it has been delayed due to unforeseen events outside the control of the County and Contractor; and
- Whereas the successful implementation of OASIS requires services of Contractor beyond those included in the Professional Services Contract; and
- Whereas County and Contractor now seek to Amend the aforementioned Professional Services Contract to adjust its scope, not-to-exceed amount, and term;

Now, therefore, it is agreed to by and between County and Contractor that the Professional Services Agreement shall be changed as follows:

To Section 1, "Scope of Services": Appendix A: Project Scope and Quotation for Milwaukee County OASIS Public Safety Radio System (Project WO614) Project Management Services (dated 4.26.2015) will be replaced with Appendix A: Project Scope and Quotation for Milwaukee County OASIS Public Safety Radio System (Project WO614) Project Management Services Addendum No. 1 (dated 6.14.2016)

To Section 2, "Staffing": the estimated number of hours ("Est. Hours") shall be changed from a total of "1,080" to a total of "1,558" (an increase of 478 hours).

To Section 4, "Dates of Performance": This section shall now read as, "The term of this Contract shall be from June 1, 2015 through March 31, 2017, or until such time as either party notifies the other of its termination, as provided herein."

To Section 5, "Compensation": The second sentence shall now read as, "Any out-of-pocket expenses shall not exceed \$30,400, total contract value shall not exceed \$240,730." (an increase from \$22,400 by \$8,000 for expenses and an increase from \$168,200 by \$72,530 for total contract value).

To Appendix A – *Project Scope and Quotation for Milwaukee County OASIS Public Safety Radio System (Project WO614) Project Management Services (dated 4.28.2015)* will be replaced with *Appendix A: Project Scope and Quotation for Milwaukee County OASIS Public Safety Radio System (Project WO614) Project Management Services Addendum No. 1 (dated 6.14.2016)*.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 on the day, month and year first above written.

CDX Wireless, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Steven Surwillo, Principal

Office of Emergency Management (OEM)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Christine Westrich, Director OEM

*Approved with regards to County Ordinance Chapter 42:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Community Business Development Partners

*Reviewed by:*

*Approved for execution:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Risk Management

By: \_\_\_\_\_ Date: \_\_\_\_\_

Corporation Counsel

*Approved pursuant to Wis. Stats. 59.255(2)(e):*

*Approved pursuant to Wis. Stats. 59.17(2)(b)4:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Comptroller

By: \_\_\_\_\_ Date: \_\_\_\_\_

County Executive

*Approved as compliant under Wis. Stats. 59.42(2)(b)5:*

By: \_\_\_\_\_ Date: \_\_\_\_\_

Corporation Counsel

**PROFESSIONAL SERVICE CONTRACT**  
**CDX Wireless, Inc.**

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called "County"), represented by its Office of Emergency Management, and CDX Wireless, Inc. (FEIN: 26-2776034) (hereafter called "Contractor"), as represented by Steven Surwillo, Principal, is entered into on \_\_\_\_\_, 2015.

**1. SCOPE OF SERVICES.**

Contractor shall specifically perform all of the tasks set forth in Project Scope, attached hereto as Appendix A.

The Contract consists of the following (number) documents listed below in the order of precedence that will be followed in resolving any inconsistencies between the terms of the Contract and the terms of any Exhibits, Schedules, or Attachments thereto:

- a) This Professional Service Contract
- b) Appendix A: Project Scope and Quotation for Milwaukee County OASIS Public Safety Radio System (Project WO614) Project Management Services

**2. STAFFING.**

*(Particularly important when the services of specific employees are essential to perform the tasks being contracted for)*

Contractor's employees listed below are to be assigned to the project and work the approximate hours listed below:

	<u>Name</u>	<u>Position</u>	<u>Est. Hours</u>	<u>Billing Rate</u>
1.	Steven Surwillo	Project Manager	1,080	\$135.00

Contract shall not replace the above listed staff without the prior approval of the County. If the successor to the above listed staff cannot be mutually agreed upon, the County shall have the right to terminate this Contract upon thirty (30) days' notice. Any replacement of other listed personnel shall be by persons of equal qualifications, which shall be attested to by Contractor. The above listed staff shall be required to give this contractual obligation top priority.

Contractor represents that its employees and subcontractors possess the necessary skill, expertise, and capability, including sufficient personnel with the necessary qualifications, to perform the services required by this Contract. Contractor shall provide, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be the employees of, or have any other contractual relationship with, the County. (If clerical support is to be provided by County, indicate from what source and estimated number of person hours, if possible, as well as restriction of time of day, if any).

**3. OFFICE SPACE AND OTHER SUPPORT TO BE PROVIDED BY COUNTY. (optional)**

The County hereby agrees to make available, without charge to Contractor, office space and access to radio sites needed by Contractor for the performance of its services agreed to within this Contract.

4. DATES OF PERFORMANCE.

The term of this Contract shall be from June 1, 2015 through July 31, 2016, or until such time as either party notifies the other of its termination, as provided herein.

5. COMPENSATION.

Contractor shall be compensated for work performed on an hourly basis at the billing rate listed in section 2 of this Contract. Any out-of-pocket expenses shall not exceed \$22,400. This compensation shall include any and all out-of-pocket expenses incurred by Contractor or its employees. State Prompt Pay Law, Section 66.285, does not apply to this Contract. As a matter of practice, the County attempts to pay all invoices in 30 days.

6. BILLING.

Contractor shall provide County with monthly billings, which shall include, but not be limited to, the following:

- A. Name
- B. Dates and hours worked
- C. General task performed
- D. Detail out-of-pocket expenses, indicating their purpose such as telephone, travel, hotel, graphic reproduction, postage, etc., for these expenditures provided for in the Contract.

7. RESERVED

8. OWNERSHIP OF DATA.

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

9. AUDIT AND INSPECTION OF RECORDS.

Contractor shall permit the authorized representatives of County, after reasonable notice, to inspect and audit all data and records of Contractor related to carrying out this Contract for a period up to three years after completion of the Contract. The prime consultant must obtain prior written Milwaukee County approval for all subconsultants and/or associates to be used in performing its contractual obligations. There must be a written contractual agreement between the prime

consultant and its County approved subconsultant and/or associates which binds the subconsultant to the same audit contract terms and conditions as the prime consultant.

10. AFFIRMATIVE ACTION.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

11. DISADVANTAGED BUSINESS ENTERPRISE.

- A. Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.
- B. Contractor shall adhere to the approved DBE participation plan contained in this contract, which assures that 0% (zero percent) of the Contract be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this Contract. Approval must be obtained from the County prior to making any change(s) to the approved DBE participation plan.
- C. If Contractor fails to achieve and maintain the level of DBE participation stated in this Contract, Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If Contractor fails to reflect a good faith effort to achieve and maintain the level of DBE participation stated herein throughout the term of this Contract, County may consider this as a material breach of the Contract and may terminate the Contract in accordance with Section 17 of this Contract.
- D. Contractor shall submit monthly reports online as required by the County for the purpose of demonstrating compliance with this Section.

12. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS.

In the performance of work under this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of this nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County

to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing this Contract.

Contractor agrees to strive to implement the principles of equal employment opportunities through an effective Affirmative Action program, and has so indicated on the Equal Employment Opportunity Certificate attached hereto as and made a part of this Contract. The program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment, in all divisions of Contractor's workforce, where these groups may have been previously under-utilized and under-represented. Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be its responsibility to show that it has met all such requirements.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

13. INDEMNITY.

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of statutory benefits under Workers Compensation Laws, or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Agreement.

14. INSURANCE.

The Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. The Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General Contractual, Profession and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.

The Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation or Proof of All States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/500,000/100,000
Commercial or Comprehensive General Liability Bodily Injury and Property Damage (incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this Contract. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.

The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.

A.1. Compliance with Governmental Requirements.

Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by Federal and State Laws.

A.2. Professional Liability – Additional Provisions.

Contractor agrees to provide additional information on their professional liability coverages as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to the County Director of Risk

Management and Insurance as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverages which apply to the services inherent in this Contract will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

The Contractor shall certify and make available loss information from any Insurer as to any claims filed or pending against any and all professional liability coverages in effect for the past five (5) years, if requested.

The Contractor shall certify to inform the County of any claims filed for errors and omissions that may be covered under professional coverages pursuant to the work within ten (10) days of notice of the occurrence or claim filing, whichever is sooner.

Deviations and waivers may be requested in writing based on market conditions to the County Director of Risk Management and Insurance. Approval shall be given in writing of any acceptable deviation or waiver to the Contractor prior to the Contractor effecting any change in conditions as contained in this section. Waivers shall not be unduly withheld nor denied without consultation with the Contractor.

It is understood that the Contractor will obtain information on the professional liability coverages of all subcontractors in the same form as specified above for review of the County.

15. PERMITS, TAXES, LICENSES.

Contractor is responsible for procuring, maintaining and paying for all necessary federal, state, and local permits, licenses, fees and taxes required to carry out the provisions of this Contract.

16. TERMINATION BY CONTRACTOR.

Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount which may become due hereunder for a period of forty five (45) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

17. TERMINATION BY COUNTY FOR VIOLATIONS BY CONTRACTOR.

If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

18. UNRESTRICTED RIGHT OF TERMINATION BY COUNTY.

The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination, the

Contractor shall reduce its activities hereunder as mutually agreed to, upon receipt of said notice, and turn over all work product to the County. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of the Contract.

19. INDEPENDENT CONTRACTOR.

Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract, and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.

20. SUBCONTRACTS.

Assignment of any portion of the work by subcontract must have the prior written approval of County.

21. ASSIGNMENT LIMITATION.

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

22. PROHIBITED PRACTICES.

- A. Contractor during the period of this contract shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, and no County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

23. NOTICES.

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Attn: Steven Surwillo, CDX Wireless  
1434 Spruce St, Ste 100  
Boulder, CO 80302

To County:

Attn: Christine Westrich  
Director, Office of Emergency Management  
Milwaukee County Courthouse, Room 308  
901 N 9<sup>th</sup> Street  
Milwaukee, WI 53233

Either party may designate a new address for purposes of this Lease by written notice to the other party.

24. MISCELLANEOUS.

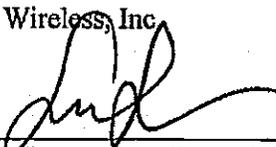
This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders.

25. AUTHORIZATION.

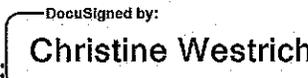
The County has executed this Contract pursuant to action taken by its Board of Supervisors on \_\_\_\_\_, Resolution File No. 15-399.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

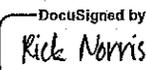
CDX Wireless, Inc

By:  Date: July 07, 2015  
Steven Surwillo, Principal

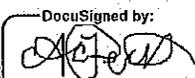
Office of Emergency Management (OEM)

DocuSigned by:  
By: Christine Westrich Date: 8/12/2015  
  
Christine Westrich, Director OEM

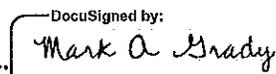
*Approved with regards to County Ordinance Chapter 42:*

DocuSigned by:  
By: Rick Norris Date: 8/11/2015  
  
Community Business Development Partners

*Reviewed by:*

DocuSigned by:  
By:  Date: 8/11/2015  
Risk Management

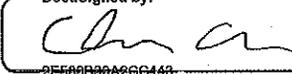
*Approved for execution:*

DocuSigned by:  
By: Mark A Grady Date: 8/11/2015  
  
Corporation Counsel

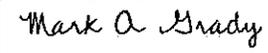
*Approved:*

DocuSigned by:  
By:  Date: 8/11/2015  
Comptroller

*Approved:*

DocuSigned by:  
By:  Date: 8/3/2015  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

DocuSigned by:  
By:  Date: 8/12/2015  
Corporation Counsel

<b>CONTRACT FORM</b> 1084 R6 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)											
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								<b>CONTRACT TYPE</b>			
								Professional Service - Operating			
								Professional Service - Capital			
								Purchase of Service			
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG	
Office of Emergency Management								480		4800	
<b>VENDOR INFORMATION</b>											
VENDOR NO.				ORDER TYPE		NEW or	AMEND	CONTRACT NO.			
20749						X					
NAME OF VENDOR						ADDRESS					
CDX Wireless, Inc						1434 Spruce Street, Ste 100					
						Boulder, CO 80302					
						C/O - Steven Surwillo, Principal					
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT			
		begin date		end date		(IN MONTHS)		CHANGE		AMOUNT	
26-2776034		06/01/15		07/31/16		16				\$168,200	
<b>ACCOUNTING INFORMATION</b>											
Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2015		1850	120	1850			6146	WO614011			\$84,100
<b>PURPOSE OF CONTRACT</b>											
Provide program management and technical expertise to Milwaukee County project WO614 for the implementation of the OASIS 800 MHz Public Safety Radio System migration from analog to digital											
Was County Board approval received prior to contract execution or contract amendment or extension?											
<input checked="" type="checkbox"/>		If YES, give County Board File No. <u>15-399</u> Date Approved <u>06/25/15</u>									
<input type="checkbox"/>		If NO, why is County Board approval not required?									
Was Contract fully executed prior to work being performed (all signatures received)?											
										<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Is Vendor a certified professional service DBE?											
										<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Erik Viel			07/09/15			Director, Radio Services					
Prepared By			Date			Title					
			07/09/15			Director, Office of Emergency Management					
Signature of County Administrator			Date			Title					



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/14/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> PAUL R. NADLER & ASSOCIATES INSURANCE 1560 Laurel Street, Suite 200  San Carlos CA 94070  <b>INSURED</b> CDX WIRELESS, INC. 4435 SHEARWATER COURT  PLEASANTON CA 94566	<b>CONTACT NAME:</b> MYRNA HERNANDEZ <b>PHONE (A/C, No, Ext):</b> (650) 508-8000 <b>FAX (A/C, No):</b> (650) 508-8006 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: SENTINEL INSURANCE COMPANY</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER B: HARTFORD Accident and Indemnity</td> <td style="text-align: center;">22357</td> </tr> <tr> <td>INSURER C: RATED BY MULTIPLE COMPANIES</td> <td style="text-align: center;">00914</td> </tr> <tr> <td>INSURER D: GEMINI INSURANCE CO.</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SENTINEL INSURANCE COMPANY	11000	INSURER B: HARTFORD Accident and Indemnity	22357	INSURER C: RATED BY MULTIPLE COMPANIES	00914	INSURER D: GEMINI INSURANCE CO.		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: SENTINEL INSURANCE COMPANY	11000														
INSURER B: HARTFORD Accident and Indemnity	22357														
INSURER C: RATED BY MULTIPLE COMPANIES	00914														
INSURER D: GEMINI INSURANCE CO.															
INSURER E:															
INSURER F:															

**COVERAGES**                      **CERTIFICATE NUMBER: CL1571406960**                      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LTR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	578BAUY1745	8/14/2015	8/14/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 Add'l for policy minimum \$	
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	57DEC007576	8/14/2015	8/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$	X	578BAUY1745	8/14/2015	8/14/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WZCHG5239	1/27/2015	1/27/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>ERRORS AND OMISSIONS</b>	X	VCPL062924	8/14/2014	8/14/2015	PER OCCURRENCE \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 MILWAUKEE COUNTY COURTHOUSE ROOM 308  
 LISTED AS ADDITIONAL INSURED.

<b>CERTIFICATE HOLDER</b>  MILWAUKEE COUNTY COURTHOUSE ROOM 308 901 N 9TH STREET MILWAUKEE, WI 53233	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Myrna Hernandez/MYRNA
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(ITEM ) From the Director, Office of Emergency Management, requesting authorization to enter into a Professional Services Contract in an amount not to exceed \$168,200 with CDX Wireless, Inc., to continue providing project management and technical expertise essential to the successful implementation of the OASIS 800 Megahertz Public Safety Radio System (Build Out Ten Sites to Digital) project for a term effective June 2015 through July 2016, by recommending adoption of the following:

**A RESOLUTION**

WHEREAS, the Milwaukee County Office of Emergency Management (OEM) is requesting authorization to enter into a Professional Services Contract with CDX Wireless, Inc. ("Contractor"); and

WHEREAS, adopted Resolution No. 13-886 authorized the execution of a Contract for Service with Motorola Solutions Inc., not to exceed \$17,751,797, for the implementation of the OASIS 800 Megahertz (MHz) Public Safety Radio System migration from analog to digital, also known as 2010 Adopted Capital Project WO614-Build Out Ten Sites to Digital; and

WHEREAS, the OASIS 800 MHz Public Safety Radio System has components and technology that are shared with Waukesha County through a joint procurement effort with Waukesha County under Request for Proposals (RFP) No. 1235 issued by Waukesha County and dated May 2012; and

WHEREAS, the Contractor began providing consulting services for 2010 Adopted Capital Project WO614-Build Out Ten Sites to Digital, in May 2012 under said RFP No. 1235 issued by Waukesha County; and

WHEREAS, adopted Resolution No. 12-382 authorized a Memorandum of Understanding between the Information Management Services Division (IMSD), Department of Administrative Services (DAS), and Waukesha County in which IMSD, DAS, paid \$57,477 to Waukesha County for Contractor services; and

WHEREAS, Waukesha County concluded its contract with said Contractor in 2014 at which time Milwaukee County enlisted the consulting services of the Contractor from January 2014 through April 2015, via purchase orders totaling \$166,656.08; and

WHEREAS, the new Professional Services Contract between Milwaukee County and the Contractor will run through July 2016 in an amount not to exceed \$168,200; and

WHEREAS, this Professional Services Contract will expand the scope of services beyond that of the original contract and it will enable the Contractor to continue providing project management and technical expertise in order to oversee and manage

46 the activities of Motorola Solutions, Inc., during the deployment of the OASIS 800 MHz  
47 Public Safety Radio System project; and

48  
49 WHEREAS, the OEM and Contractor have agreed to a Professional Services  
50 Contract under which the Contractor would provide said services for the period effective  
51 June 2015 through July 2016, a 14-month period, in an amount not to exceed \$168,200;  
52 and

53  
54 WHEREAS, the Committee on Finance, Personnel, and Audit, at its meeting of  
55 June 18, 2015, recommended adoption of the Director's request (vote 8-0); now,  
56 therefore,

57  
58 BE IT RESOLVED, the Director, Office of Emergency Management, is hereby  
59 authorized to enter into a Professional Services Contract with CDX Wireless, Inc.,  
60 ("Contractor") in order to expand the scope of services beyond that of the original  
61 contract and to enable the Contractor to continue providing project management and  
62 technical expertise essential to the successful implementation of the OASIS 800  
63 Megahertz Public Safety Radio System (Build Out Ten Sites to Digital) project.

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66 jmj  
67 06/18/15  
68 S:\Committees\2015\June\FPA\Resolutions\15-399.docx



# COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

## Participation Recommendation

To be completed by project owner. Please, direct questions regarding this form to CBDP, 414-278-4851 or  
cbdpcompliance@milwaukeecountywi.gov

### FUNDING SOURCE

Local     State     Federal     Grant    If Federally Funded, what percentage? \_\_\_\_\_ %  
Federal Source of Funds:     FAA     FTA     DOT (includes WisDOT)     Other: \_\_\_\_\_

### CONTACT INFORMATION

Contract Administrator: Erik Viel    Phone: 617-7708    Date: 5-13-2015  
Email Address erik.viel@milwaukeecountywi.gov    Fund: \_\_\_\_\_    Agency: 480    Org No. 4804

### PROJECT INFORMATION

Project Name: Build Out Ten Sites to Digital    Project No.: WO61401  
Contract Scope/Project Description (attach scope/description of work or estimating sheet):  
CDX Wireless is providing project management and consulting services on the WO614 capital project to upgrade the County's Public Safety Radio System from analog to digital. A scope of work is attached.  
Contracting Opportunities (List NAICS codes): \_\_\_\_\_

RFP/BID will be used (Yes/No)     Yes     No    Advertising Date: \_\_\_\_\_    Bid/Proposal Due Date: \_\_\_\_\_

### TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended Participation</u>	
	\$ <u>145,800</u>	<u>0</u> %	
<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended Participation</u>
_____	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %

### APPROVALS

Is county board approval required?     Yes     No    Resolution #: \_\_\_\_\_    (attach resolution)

### WAIVER REQUEST

**Request for a goal of 0% requires signature of department head, a full scope of project and explanation.**

Explanation: The SOW for this contact is for project management and consulting services for WO614. There is no installation required in this phase. The contract is with a single individual.

Christine Westrich    Christine Westrich    5.13.2015  
Department/Division Administrator Name    Signature    Date

### CBDP USE ONLY

Concur with Recommendation  or provide the following goals: \_\_\_\_\_ %  
This contract is exempt from a participation goal:  Yes     No

Approved: Rick Narris    Date: 5/15/2015



APPENDIX A  
Project Scope and Quotation for Milwaukee County  
OASIS Public Safety Radio System  
(Project WO614) Project Management Services

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April 28, 2015

Mr. Erik Viel  
Director, Radio Services  
Milwaukee County Office of Emergency Management  
Milwaukee County Courthouse, Room 308  
901 N 9th St, Milwaukee, WI 53233

RE: Project Scope and Quotation for Milwaukee County OASIS Public Safety Radio System (Project WO614) Project Management Services

Director Viel,

As the individual authorized to contractually obligate and negotiate for CDX Wireless, I am pleased to present this project scope and quotation for project management services for the OASIS Public Safety Radio System (Project WO614).

If you have any questions please feel free to contact me through the contact information listed below.

Respectfully,

Steve Surwillo

Principal, CDX Wireless Inc.

1434 Spruce Street, Suite 100  
Boulder, Colorado 80302

Phone: (847) 774-7102

Fax: (928) 752-0954

Email: [steve.surwillo@cdxwireless.com](mailto:steve.surwillo@cdxwireless.com)



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## 1 Project Staffing

CDX Wireless shall staff our efforts on this project with Mr. Steve Surwillo. Mr. Surwillo has served Milwaukee County on this project since June, 2012 by assessing the needs of users of Milwaukee County's existing, analog public safety radio system; by drafting a conceptual design for its replacement; by developing the procurement specifications for the digital, Project 25 trunked simulcast radio system that has become known as OASIS; and by providing consulting services to support the initial stages of the deployment of the OASIS network.

Mr. Steve Surwillo is one of CDX Wireless' Principal consultants and he has 23 years of experience in the field of public safety radio communications. He holds a Bachelor's of Science in Electrical Engineering, a Master's of Science in Information Technology, and the credential of Project Management Professional (PMP).

Mr. Surwillo will hold overall responsibility for completing the Scope of Work described in this Project Scope. He will be CDX Wireless' single point of contact for this project and any additional project staff will report through him.

Mr. Surwillo will be supported by other CDX Wireless in tasks such as providing expertise in specific technical areas related to public safety radio communications or preparing and assembling deliverables and reports.

## 2 Place of Performance

CDX Wireless' work on this project will include a combination of off-site and on-site activities, the latter occurring at the offices of CDX Wireless. CDX Wireless shall be on-site as is practically necessary to complete the Scope of Work described below with the expectation that this shall entail approximately two (2) to three (3) days of on-site presence approximately one to two times per month, however, the on-site schedule will be adjusted as necessary to accommodate the completion of tasks. When their nature allows, meetings or other project-related discussions will be conducted via phone conference or WebEx telepresence.

## 3 Scope of Work

### 3.1 Background

Milwaukee County has entered into an Agreement with Motorola Solutions, Inc. ("Motorola") under which Motorola will design, construct, install, optimize, test, and otherwise implement a new Public Safety Digital Trunked Radio System for Milwaukee County. This system is to be interconnected with a similar system being provided by Motorola to Waukesha County and the two Counties' systems (known together as OASIS) will be interconnected via a Shared Core. Motorola and Milwaukee County have the responsibilities to complete the system implementation as described in the Statement of Work included in Contract for Service #1332 as executed by Motorola and Milwaukee County.

This Scope of Work from CDX Wireless includes tasks that span the entire project as well as tasks that correspond directly to the activities of Motorola that had definitive start and completion milestone dates.

The tasks that span the entire project are:



1. Project Administration, including
  - a. Project Management
  - b. Vendor Contract Management
2. Governance Development and Maintenance
3. Outreach Development and Delivery

The tasks that correlate to Motorola project milestones are:

4. Kickoff <sup>1</sup>
5. Site Acquisition / Zoning
6. Order Processing <sup>1</sup>
7. Licensing <sup>2</sup>
8. Manufacture (Fixed Network Equipment, Subscribers) <sup>1</sup>
9. Staging and Factory Acceptance Test Plan <sup>1</sup>
10. Fleetmap
11. Subscriber Flash Inventory
12. Civil Work Site Development
13. Installation: Antennas/Line
14. Installation: FNE
15. Console Installation
16. Control Station Installation
17. System Optimization
18. Training
19. Site Audit
20. Acceptance Testing: Functional
21. Acceptance Testing: Coverage
22. Cutover
23. Finalize
24. Optional: Subscriber Installation Management
25. Optional: MCTS Project Management

### 3.2 Work Activities

The following table describes the activities and responsibilities of CDX Wireless along with the expected activities and responsibilities of Milwaukee County and Motorola. NOTE: This table lists only those tasks that have not yet been completed.

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
Tasks that span the entire project			

<sup>1</sup> These tasks have been completed.

<sup>2</sup> CDX Wireless' work on this activity for Milwaukee County is covered under a separate contract (Contract for Service #1235 between CDX Wireless and Waukesha County).



APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<p><b>Project Administration Including:</b></p> <ul style="list-style-type: none"> <li>• <b>Project Management</b></li> <li>• <b>Vendor Contract Management</b></li> </ul>	<p>Prepare for and attend project status updates and project reviews. Identify to Milwaukee County and Motorola project issues and risks and cooperatively work with all to identify and resolve/mitigate them.</p> <p>Cooperatively work with Motorola and Milwaukee County to review the need for project changes and, when warranted, assist in the development of change orders and/or contract amendments to include listings of changes to project scope/performance, schedule, and cost.</p>	<p>Call, prepare agenda (and other materials for) and lead project status updates and reviews.</p> <p>Cooperatively work with Milwaukee County and CDX Wireless and Milwaukee to raise and clearly identify project issues and risks and resolve/mitigate them.</p> <p>Cooperatively work with Milwaukee County and CDX Wireless and Milwaukee to review the need for project changes and, when warranted, support the development of change orders and/or contract amendments to include listings of changes to project scope/performance, schedule, and cost.</p>	<p>Prepare for and attend project status updates and project reviews. Actively participate in discussions regarding project issues and risks and cooperatively work with all to identify and resolve/mitigate them.</p> <p>Cooperatively work with Motorola and CDX Wireless to review the need for project changes and, when warranted, assist in the development of and be ultimately responsible for the approval of change orders and/or contract amendments to include listings of changes to project scope/performance, schedule, and cost.</p>



APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<p><b>Governance Development &amp; Maintenance</b></p>	<p>Assist in the development of agreements, memorandums-of-understanding, cost models, participation plans, and other similar documents regarding the cooperative deployment, operation/maintenance, and use of the system.</p> <p>Prepare drafts of such documents and assist in their negotiation and/or finalization with system partners (other Shared Core owners), site-owners, system users/participants, and vendors. Review drafts of similar documents prepared by Milwaukee County.</p> <p>Research best-practices (from other similar projects, industry associations, and government organizations) related to such documents and advise on their impact to Milwaukee County.</p> <p>Attend and support on-going meetings of governance boards or committees and provide subject matter expertise to their proceedings, including to subcommittees and/or working groups.</p>	<p>Provide input on the impact of relevant portions of governance documents to system performance, cost, or schedule.</p>	<p>Identify the need for and scope of agreements, memorandums-of-understanding, cost models, participation plans, and other similar documents regarding the cooperative deployment, operation/maintenance, and use of the system.</p> <p>Provide reviews and revisions to drafts prepared by CDX Wireless. Lead negotiations with system partners (other Shared Core owners), site-owners, system users/participants, and vendors and be ultimately responsible for the approval of governance documents.</p> <p>When necessary, provide input (such as existing documents or local regulatory support) to governance documents to be developed by CDX Wireless.</p>



APPENDIX A  
Project Scope and Quotation for Milwaukee County  
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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<p><b>Outreach Development &amp; Delivery</b></p>	<p>Assist in the development of descriptions, presentations, position papers, procedures, and similar documents to be used to describe the deployment, operation/maintenance, and use of the system to groups within Milwaukee County including the Milwaukee County Office of Emergency Management, other departments within Milwaukee County, and potential or confirmed municipal-level system participants.</p> <p>Prepare drafts of such documents and assist in their finalization as well as the delivery of such outreach materials to their audiences.</p> <p>Research best-practices (from other similar projects, industry associations, and government organizations) related to such documents and advise on their impact to Milwaukee County.</p>	<p>Provide input on the impact of relevant portions of outreach documents to system performance, cost, or schedule.</p>	<p>Identify the need for and scope of outreach documents regarding the cooperative deployment, operation/maintenance, and use of the system.</p> <p>Provide reviews, revisions, and approvals to drafts prepared by CDX Wireless. Lead the delivery of such documents to system partners (other Shared Core owners), system users/participants, and vendors.</p> <p>When necessary, provide input to outreach documents to be developed by CDX Wireless.</p>
<p><b>Tasks that correlate to Motorola milestones</b></p>			
<p><b>Site Acquisition / Zoning</b></p>	<p>Assist in the identification and evaluation of sites to be used. Review technical information provided by Motorola. Lead the preparation of leases or other agreements needed to prepare the sites for remediation and/or occupancy.</p>	<p>Provide technical information regarding the system's requirements for site space, electrical power, HVAC, and other resources. Identify issues that must be addressed as part of leases/agreements and that must be remediated prior to occupancy.</p>	<p>Identify the sites to be used in the project. Assist in the preparation of leases or other agreements needed for site remediation and/or occupancy. Execute such leases or other agreements.</p>



APPENDIX A  
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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<b>Licensing</b>	<p>Complete the licensing activities as included in GDX Wireless' Contract for Service # 1235 with Waukesha County (according to which GDX Wireless shall prepare the licensing documents for the 800MHz P25 channels to be used in the OASIS system).</p>	<p>Provide technical information as required to complete the licensing process.</p> <p>(Also, complete the licensing of frequencies required for use by the microwave system.)</p>	<p>Review, approve, and submit licensing documents prepared by CDX Wireless.</p> <p>Pay related coordination and licensing fees.</p>
<b>Fleetmap</b>	<p>Gather required contents for a fleetmap from Motorola.</p> <p>Provide assistance to Milwaukee County to assemble draft of fleetmap to include:</p> <ul style="list-style-type: none"> <li>• List of talkgroups</li> <li>• Naming conventions</li> <li>• Talkgroup ID plan</li> <li>• Talkgroup system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber talkgroup layout</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul> <p>Assist the County in arranging meetings with user agencies to review and edit the contracts of the draft fleetmap. Participate in those meetings.</p> <p>Assist in review of final fleetmap contents.</p>	<p>Identify the required contents of a fleetmap.</p> <p>Provide technical information to Milwaukee County and GDX Wireless, in order to assemble draft of fleetmap to include:</p> <ul style="list-style-type: none"> <li>• List of talkgroups</li> <li>• Naming conventions</li> <li>• Talkgroup ID plan</li> <li>• Talkgroup system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber talkgroup layout</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul> <p>Review final fleetmap contents.</p> <p>Use fleetmap results to program system.</p>	<p>Lead the effort, with assistance from Motorola and CDX Wireless, to assemble draft of fleetmap to include:</p> <ul style="list-style-type: none"> <li>• List of talkgroups</li> <li>• Naming conventions</li> <li>• Talkgroup ID plan</li> <li>• Talkgroup system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber talkgroup layout</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul> <p>Arrange for meetings with user agencies to review and edit the contracts of the draft fleetmap.</p> <p>Finalize fleetmap contents and share with Motorola and subscriber-programming organizations (shops).</p>



APPENDIX A  
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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<p><b>Subscriber Flash Inventory</b></p>	<p>Assist in the development of inventory for "Flash" upgradeable radios.</p> <p>Assist the County in arranging meetings with user agencies to review and edit the contracts of the draft fleetmap. Participate in those meetings.</p>	<p>Prepare an initial inventory of the current Flash versions in Motorola radios held by municipal agencies.</p> <p>Order Flashes for upgrades to Motorola radios as identified by the final Flash inventory.</p> <p>Provide those Flash upgrades to Milwaukee County (or designated programming shop).</p>	<p>Prepare an initial inventory of the current Flash versions in Motorola radios held by Milwaukee County departments.</p> <p>Arrange for meetings with user agencies to review and edit the contracts of the draft fleetmap.</p> <p>Finalize the inventory of current Flash versions for Motorola radios held by municipal agencies and Milwaukee County departments. Provide the final Flash inventory to Motorola.</p>



APPENDIX A  
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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<p><b>Civil Work Site Development</b></p>	<p>Review and provide comments regarding drawings and permit applications.</p> <p>As necessary, observe construction and installation of shelters and towers.</p> <p>Provide assistance, as requested, for interconnection or changes with utilities.</p> <p>Assist in the development of applications for permits (utility, construction, building) and FAA filings (if relevant).</p> <p>Identify and coordinate the acquisition of drawings, specifications, or other details for such permits.</p> <p>Review completion of Motorola's tasks regarding Civil Work Site Development and provide comments to Milwaukee County.</p>	<p>Prepare site construction drawings, including conduct surveys (ground and tower) and soil borings.</p> <p>Gain regulatory approvals for sites (NEPA, etc.).</p> <p>Assist in the development of applications for permits (utility, construction, building) and FAA filings (if relevant).</p> <p>Provide drawings, specifications, or other details for such permits.</p> <p>Clear and grade site for construction and complete installation of shelters/towers as contracted (see Statement of Work from Contract for Service #1332 for site-by-site details).</p> <p>Complete site improvements (facilities, electrical, grounding, etc.) as contracted (see Statement of Work from Contract for Service #1332 for site-by-site details).</p> <p>Connect sites to utilities.</p>	<p>Complete Site Acquisition services as described above.</p> <p>Ensure Motorola has access to sites.</p> <p>Assemble and submit applications for permits (utility, construction, building) and FAA filings (if relevant)</p> <p>Submit permit applications and pay fees.</p> <p>Observe construction and installation of shelters and towers.</p> <p>Arrange for interconnection or changes, as necessary, with utilities.</p> <p>Approve completion of Motorola's tasks regarding Civil Work Site Development.</p>
<p><b>Installation: Antennas/Line</b></p>	<p>As necessary, observe installation of antennas and lines.</p> <p>Review completion of Motorola's tasks regarding Antenna and Line Installation and provide comments to Milwaukee County.</p>	<p>Install antennas and lines as contracted (see Statement of Work from Contract for Service #1332 for site-by-site details).</p>	<p>Ensure Motorola has access to sites.</p> <p>Observe installation of antennas and lines.</p> <p>Approve completion of Motorola's tasks regarding Antenna and Line Installation.</p>



APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
 (Project WO614) Project Management Services

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<b>Installation:                      Fixed Network                      Equipment</b>	As necessary, observe Installation of Fixed Network Equipment (FNE).  Review completion of Motorola's tasks regarding FNE and provide comments to Milwaukee County.	Install equipment at sites as contracted (see Statement of Work from Contract for Service #1332 for site-by-site details).  Complete/modify site drawings according to installation.  Interconnect new equipment to existing (analog) system as required per contract.  Remove existing (analog) system equipment as available.	Ensure Motorola has access to sites.  Observe Installation of system equipment  Approve completion of Motorola's tasks regarding FNE Installation.



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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<p><b>Console Installation – For County Departments <sup>3</sup></b></p>	<p>Assist in the development of the user-interface of new consoles.</p> <p>Observe installation of console equipment.</p> <p>Assist County in providing dispatch connectivity that meets system specifications (including act as interface to connectivity supplier).</p> <p>Review completion of Motorola's tasks regarding console equipment and provide comments to Milwaukee County.</p> <p>Assist in integration of logging recorders including CVDS recorders at MCEMS and MCTS.</p>	<p>Assist in the development of the user-interface of new consoles.</p> <p>Install equipment at sites as contracted (see Statement of Work from Contract for Service #1332 for site-by-site details). Program and configure consoles per user-interface requirements.</p> <p>Provide dispatch connectivity specifications and test county-provided connectivity.</p> <p>Perform console programming per templates (see Fleetmapping).</p> <p>Provide integration services to logging recorders including licenses and integration support to CVDS recorders at MCEMS and MCTS.</p>	<p>Arrange for user meetings to identify the user-interface of new consoles.</p> <p>Ensure Motorola has access to console locations.</p> <p>Provide dispatch connectivity that meets system specifications (including act as interface to connectivity supplier).</p> <p>Observe installation of console equipment.</p> <p>Approve completion of Motorola's tasks regarding Console Installation.</p> <p>Acquire from Motorola necessary integration services (including licenses) to logging recorders including CVDS recorders at MCEMS and MCTS.</p>
<p><b>Console Installation – For Municipal Agencies</b>                      (Assumes municipal agencies will be ultimately responsible for procuring and installing their dispatch consoles.)</p>	<p>Provide municipal agencies with technical requirements and timing for console connections to the OASIS Shared Core.</p> <p>Work with municipal agencies and Motorola to coordinate the schedule and logistics of their console interconnection to the OASIS Shared Core.</p>	<p>Identify technical requirements for console connections to the OASIS Shared Core.</p> <p>Work with municipal agencies to coordinate the schedule and logistics of their console interconnection to the OASIS Shared Core.</p>	<p>Work with municipal agencies and Motorola to coordinate the schedule and logistics of their console interconnection to the OASIS Shared Core.</p>

<sup>3</sup> This scope of work is only inclusive of Motorola-provided voice dispatch consoles to the Milwaukee County 9-1-1 Center, the Milwaukee County Emergency Medical Service Telecommunicator's Center, and the Milwaukee County Transit System's (MCTS') Dispatch Center. It is exclusive of integration of MCTS' Computer Aided Dispatch system.



APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
 (Project WO614) Project Management Services

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<p><b>Control Station Installation</b></p>	<p>Assist County in identifying areas of concern (and possible improvements) to ensure control station environments meet requirements of Statement of Work from Contract for Service #1332 (proper wall feed-through, ground point, ample space, power outlet, etc.).</p> <p>As necessary, observe installation of control station equipment.</p> <p>Review completion of Motorola's tasks regarding console equipment and provide comments to Milwaukee County.</p>	<p>Conduct surveys and develop preparation plans for control station installations.</p> <p>Install control station equipment, including RF and other cabling, at sites as contracted (see Statement of Work from Contract for Service #1332 for site-by-site details).</p> <p>Perform control station programming per templates (see Fleetmapping).</p>	<p>Ensure Motorola has access to control station locations.</p> <p>Provide control station environment that meets requirements of Statement of Work from Contract for Service #1332 (proper wall feed-through, ground point, ample space, power outlet, etc.).</p> <p>Observe installation of control station equipment.</p> <p>Approve completion of Motorola's tasks regarding Control Station Installation.</p>
<p><b>System Optimization</b></p>	<p>Assist in gathering/ developing information about subscriber fleet (radio ID's, talkgroup ID's, etc.) to facilitate system programming.</p> <p>As necessary, observe programming of system equipment.</p> <p>Assist in resolution of any issues related to interfaces/ links that are provided by third parties.</p> <p>Review completion of Motorola's tasks regarding system optimization and provide comments to Milwaukee County.</p>	<p>Program system equipment using County-provided information about subscriber fleet (radio ID's, talkgroup ID's, etc.).</p> <p>Integrate, optimize, and verify the interfaces between equipment, sites, consoles, and other system components.</p> <p>Test features and functionality to verify performance.</p> <p>Test links between sites and provide results to County.</p>	<p>Ensure Motorola has access to sites.</p> <p>Provide information about subscriber fleet (radio ID's, talkgroup ID's, etc.) to facilitate system programming.</p> <p>Observe programming of system equipment.</p> <p>Resolve any issues related to interfaces/links that are provided by third parties.</p> <p>Approve completion of Motorola's tasks regarding system optimization.</p>



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OASIS Public Safety Radio System  
(Project WO614) Project Management Services

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<b>Training</b>	<p>Assist in review and approval of Motorola-provided training materials.</p> <p>Assist in provision of training facilities for local classes.</p> <p>As needed, attend Motorola's facilities for all classes.</p>	<p>Develop and present training materials.</p> <p>Prepare training schedules.</p> <p>Deliver training per requirements of Statement of Work from Contract for Service #1332.</p>	<p>Review and approve training materials.</p> <p>Provide training facilities for local classes.</p> <p>Attend Motorola's facilities for vendor-location classes.</p>
<b>Site Audit</b>	<p>Assist in review reports of deficiencies as related to "R56" standards.</p> <p>Assist in identification of plans to rectify site deficiencies.</p> <p>Assist in review and approval of site remediation.</p>	<p>Perform audits of site to identify deficiencies as related to Motorola "R56" standards for communications sites.</p> <p>Report on deficiencies and provide costs to remediate.</p> <p>Remediate sites as agreed-to by County.</p>	<p>Provide access to sites.</p> <p>Review reports of deficiencies as related to "R56" standards.</p> <p>Approve plans to remediate site deficiencies.</p> <p>Review and approve site rectification.</p>
<b>Acceptance Testing: Functional</b>	<p>Assist in preparation of test plans for functional testing of system.</p> <p>Oversee conduct of functional testing plans.</p> <p>Assist in review and approval of documented list of testing issues or deficiencies.</p> <p>Assist in review and approval of resolved issues or deficiencies or alternate resolution plan.</p>	<p>Prepare test plans for functional testing of system.</p> <p>Conduct functional testing per approved test plans.</p> <p>Document and rectify any issues or deficiencies arising from conduct of test plan.</p> <p>Resolve issues and retest or agree to alternate resolution plan.</p>	<p>Approve test plans for functional testing of system.</p> <p>Oversee conduct of functional testing plans.</p> <p>Review and approve of documented list of testing issues or deficiencies.</p> <p>Review and approve of resolved issues or deficiencies or alternate resolution plan.</p>



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(Project W0614) Project Management Services

Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<b>Acceptance Testing: Coverage</b>	<p>Assist in preparation of test plans for coverage testing of system.</p> <p>Oversee conduct of coverage testing plans (act as a test driver/witness).</p> <p>Assist in review and approval of documented list of testing issues or deficiencies.</p> <p>Assist in review and approval of resolved issues or deficiencies or alternate resolution plan.</p>	<p>Prepare test plans for coverage testing of system.</p> <p>Conduct coverage testing per approved test plans.</p> <p>Document and rectify any issues or deficiencies arising from conduct of test plan.</p> <p>Resolve issues and retest or agree to alternate resolution plan.</p>	<p>Approve test plans for coverage testing of system.</p> <p>Oversee conduct of coverage testing plans.</p> <p>Provide the necessary number of test vehicles and drivers/witnesses.</p> <p>Review and approve of documented list of testing issues or deficiencies.</p> <p>Review and approve of resolved issues or deficiencies or alternate resolution plan.</p>
<b>Cutover</b>	<p>Assist in development of cutover plan.</p> <p>Assist in dissemination of cutover plan to user agencies.</p> <p>Assist in tracking of readiness of user agencies.</p> <p>Assist in delivery of outreach and guidance to user agencies to promote readiness.</p> <p>Attend cutover meetings and assist in provision of updates on user agency cutover activities.</p>	<p>Develop cutover plan.</p> <p>Execute cutover plan and hold cutover meetings to coordinate activities.</p>	<p>Assist in development of cutover plan.</p> <p>Disseminate cutover plan to user agencies.</p> <p>Track readiness of user agencies.</p> <p>Conduct outreach and provide guidance to user agencies to promote readiness.</p> <p>Attend cutover meetings and provide updates on user agency cutover activities.</p>
<b>Finalize</b>	<p>Identify punch-list items, work to resolve them, report on resolution progress.</p> <p>Assist in review and approval of Customer Support Plan.</p> <p>Assist in review and approval of final project documentation.</p>	<p>Identify punch-list items, work to resolve them, report on resolution progress.</p> <p>Develop Customer Support Plan.</p> <p>Identify and provide final project documentation.</p>	<p>Identify punch-list items, work to resolve them, report on resolution progress.</p> <p>Review and approve Customer Support Plan.</p> <p>Review and approve final project documentation.</p>



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 OASIS Public Safety Radio System  
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Project Task	Activities & Responsibilities of CDX Wireless	Activities & Responsibilities of Motorola	Activities & Responsibilities of Milwaukee County
<b>Subscriber Installation</b>	<b>OPTIONAL: Provision of Subscriber Installation services is not included in this Scope of Work. The following description of activities to be performed is illustrative of the work that CDX Wireless is available to perform pending further discussion and a review to this Scope of Work, including a revisions to pricing.</b>		
	Assist in the approval of operation of test subscribers per templates.  Assist in the development and approval of mobile radio installation template.  Assist in the coordination of delivery of radios (including vehicles for mobile radios) to be programmed and/or "Flash" upgraded.	Program and verify operation of test subscriber radios per templates.  Program radio fleets per approved templates.  Provide and perform "Flash" upgrades for upgradeable radios.  Develop mobile radio installation template.  Install mobile radios in vehicles.	Approve operation of test subscribers per templates.  Approve mobile radio installation template.  Coordinate delivery of radios (including vehicles for mobile radios) to be programmed and/or "Flash" upgraded.
<b>MCTS Deployment Management</b>	<b>OPTIONAL: Provision of Deployment Management services to the Milwaukee County Transit System (MCTS) is not included in this Scope of Work. The following description of activities to be performed is illustrative of the work that CDX Wireless is available to perform pending further discussion and a review to this Scope of Work, including a revisions to pricing.</b>		
	Coordinate and oversee the integration of MCTS' computer aided dispatch (CAD) and in-bus integrated vehicle logic unit (IVLU) equipment to the new OASIS radio system.  Coordinate the logistics and provision of buses for programming, upgrades, and installations of software or hardware to operate on the new OASIS radio system.	Provide technical assistance as needed to integrate MCTS' computer aided dispatch (CAD) and in-bus integrated vehicle logic unit (IVLU) equipment to the new OASIS radio system.	Contract with the vendors of MCTS' computer aided dispatch (CAD) and in-bus integrated vehicle logic unit (IVLU) equipment for the necessary hardware, software, and services to interface to the new OASIS radio system.

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**3.3 Schedule of Work**

CDX Wireless, Motorola, and Milwaukee County have developed the following OASIS Project Schedule (dated April 10, 2015) and CDX Wireless assumes that the conduct of Work Activities will occur according to it.

Task Name		Duration	Start	Finish	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS	MTWTFSS
1	MILWAUKEE COUNTY OASIS RADIO PROJECT SCHEDULE								
2	Site Acquisition (Leases, MOU's, Approvals)	37 days	4/7/15	5/27/15					
28	Site Remediation/Construction & Radio Equipment Installation	74 days	4/7/15	7/16/15					
75	Frequency Licensing	32 days	4/7/15	8/12/15					
80	Microwave Installation and Optimization	31 days	4/7/15	5/19/15					
99	Fleetmapping & Flash Inventory	71 days	5/20/15	8/26/15					
105	Shared Core (Incl. SmartX and MEGEC) Optimization	10 days	8/27/15	9/19/15					
110	Milwaukee County Radio Subsystem Optimization	34 days	9/10/15	10/27/15					
113	Radio System Testing	67 days	6/1/15	9/1/15					
120	Milwaukee County Dispatch Console Cutovers	60 days	6/1/15	8/21/15					
121	MC Dispatch Consoles - Prepare	3 days	8/17/15	8/19/15					
140	MC Dispatch Consoles - Train	9 days	8/20/15	9/1/15					
142	MC Dispatch Consoles - Cutover	15 days	9/1/15	9/22/15					
146	Municipal Dispatch Center Cutover Period	277 days	6/1/15	6/23/16					
147	User Radio Cutover	79 days	6/1/15	9/17/15					
148	Prepare	5 days	9/17/15	9/23/15					
152	Train								
154	Cutover								
155	Wave 1 (County Non-PS)	50 days	10/28/15	1/5/16					
156	Wave 2A (County PS)	60 days	1/6/16	3/29/16					
157	Wave 2B (Municipal PS)	60 days	1/6/16	3/29/16					
158	Wave 3 (MCTS)	60 days	3/30/16	6/23/16					



## 4 Price Quotation

### 4.1 Quotation Basis

The following price quotation is based on the provision of staffing according to the Project Staffing, Place of Performance, and Scope of Work (including Schedule of Work) as described above. Work Breakdown and Labor Quotation

CDX Wireless has developed the following work breakdown to list the total number of hours of labor required to complete the Scope of Work described above. These quantities of hours of labor, and the corresponding labor costs, are quoted as not-to-exceed amounts. CDX Wireless shall invoice Milwaukee County, and Milwaukee County shall pay CDX Wireless, only for those hours actually expended by CDX Wireless. CDX Wireless shall not invoice Milwaukee County, and Milwaukee County shall not pay CDX Wireless, for hours of labor beyond those listed in the following work breakdown unless both parties agree to revise the work breakdown based on a change to the required level of staffing, the scope of project tasks, or the duration of the project schedule that has occurred for reasons outside of the control of CDX Wireless. CDX Wireless shall not invoice Milwaukee County, and Milwaukee County shall not pay CDX Wireless, for hours of labor not expended by CDX Wireless.

The following work breakdown and price quotation is exclusive of those tasks identified as "Optional".

Project Task	# of Labor Hours	Cost Per Hour	Total Labor Cost
<b>Tasks that span the entire project (from May 2015 to June 2016)</b>			
<b>Project Administration Including:</b> (16 hours per month for 14 months)	224 hours	\$135.00	\$30,240
<b>Governance Development &amp; Maintenance</b> (8 hours per month for 14 months)	112 hours	\$135.00	\$15,120
<b>Outreach Development &amp; Delivery</b> (8 hours per month for 14 months)	112 hours	\$135.00	\$15,120
<b>Tasks that correlate to Motorola milestones</b>			
<b>Site Acquisition</b>	24 hours	\$135.00	\$3,240
<b>Licensing</b>	n/a	\$135.00	\$0
<b>Fleetmap</b>	40 hours	\$135.00	\$5,400
<b>Subscriber Flash Inventory</b>	40 hours	\$135.00	\$5,400



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Project Task	# of Labor Hours	Cost Per Hour	Total Labor Cost
<b>Civil Work Site Development</b>	16 hours	\$135.00	\$2,160
<b>Installation: Antennas/Line</b>	16 hours	\$135.00	\$2,160
<b>Installation: Fixed Network Equipment</b>	16 hours	\$135.00	\$2,160
<b>Console Installation – For County Departments<sup>4</sup></b>	64 hours	\$135.00	\$8,640
<b>Console Installation – For Municipal Agencies</b>	40 hours	\$135.00	\$5,400
<b>Control Station Installation</b>	8 hours	\$135.00	\$1,080
<b>System Optimization</b>	32 hours	\$135.00	\$4,320
<b>Training</b>	64 hours	\$135.00	\$8,640
<b>Site Audit</b>	16 hours	\$135.00	\$2,160
<b>Acceptance Testing: Functional</b>	64 hours	\$135.00	\$8,640
<b>Acceptance Testing: Coverage</b>	80 hours	\$135.00	\$10,800
<b>Cutover</b> (12 hours per month for 8 months)	96 hours	\$135.00	\$12,960
<b>Finalize</b>	16 hours	\$135.00	\$2,160
<b>Labor Total</b>	<b>1,080 hours</b>		<b>\$145,800</b>

## 4.2 Travel and Other Expenses

Milwaukee County shall reimburse CDX Wireless for the actual costs of travel required to perform the Scope of Work described above. Reimbursed costs shall be limited to air fare, lodging (when required), rental cars (including fuel), meals, and airport parking. The costs of meals shall be limited to General Services Administration's Per Diem rates and shall exclude lunch and incidentals.

<sup>4</sup> This scope of work is only inclusive of Motorola-provided voice dispatch consoles to the Milwaukee County 9-1-1 Center, the Milwaukee County Emergency Medical Service Telecommunicator's Center, and the Milwaukee County Transit System's (MCTS') Dispatch Center. It is exclusive of integration of MCTS' Computer Aided Dispatch system.



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For planning purposes, CDX Wireless expects incur travel costs an average of twice per month for 14 months and expects an average of \$800 per each travel occurrence, resulting in an estimated project-total cost of travel of \$22,400.

Milwaukee County shall reimburse CDX Wireless for the actual costs of third-party materials and services required to perform the Scope of Work described above. Unless approved in advance and in writing by Milwaukee County, such materials and services shall be limited to the production or reproduction of documents.

### 4.3 Invoicing

CDX Wireless shall submit to Milwaukee County each month an invoice detailing:

1. The period of performance (i.e., the month in which labor was expended and costs were incurred)
2. The number of hours expended that month for each task
3. The number of hours remaining for each task (after that month's labor expenditures)
4. The total labor cost for that month
5. The total of travel and other costs incurred that month (along with of receipts, invoices, or other justification for all travel or other costs for which CDX Wireless seeks reimbursement)
6. The total cost of labor and expenses for that period (i.e., the invoice total)

### Certificate Of Completion

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Source Envelope:  
Document Pages: 34  
Certificate Pages: 5  
AutoNav: Enabled  
Envelope Stamping: Enabled

Status: Completed

Envelope Originator:  
Courtney Hardy  
901 N 9th St  
Ste 301  
Milwaukee, WI 53233  
courtney.hardy@milwaukeecountywi.gov  
IP Address: 204.194.251.5

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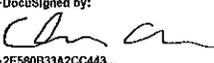
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courtney.hardy@milwaukeecountywi.gov

Location: DocuSign

### Signer Events

Chris Abele  
cabele@milwcnty.com  
County Executive  
Milwaukee County  
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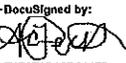
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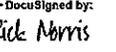
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amy.pechacek@milwaukeecountywi.gov  
Director of Risk Management  
Milwaukee County  
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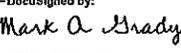
Rick Norris  
rick.norris@milwaukeecountywi.gov  
CBDP Director  
Milwaukee County  
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Mark A Grady  
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Deputy Corporation Counsel  
Milwaukee County  
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Electronic Record and Signature Disclosure:  
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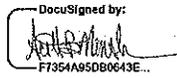
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**Signer Events**

Scott B. Manske  
 comptrollerssignature@milwcnty.com  
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 Milwaukee County  
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**Signature**

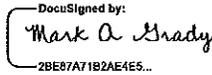
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Mark A Grady  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
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Christine Westrich  
 christine.westrich@milwaukeecountywi.gov  
 Security Level: Email, Account Authentication (None)

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**Christine Westrich**  
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**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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**To withdraw your consent with Wisconsin Milwaukee County**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.

