

**Amendment #2 to  
Professional Services Contract  
CDX Wireless, Inc.  
Milwaukee County Resolution File Number 15-399**

THIS AMENDMENT No. 2 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) (hereinafter called "Contractor"), as represented by Steven Surwillo, Principal, is entered into this day \_\_\_\_\_, 2017.

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 (WO614 - Build Out Ten Sites to Digital) project; and
- Whereas the aforementioned Professional Services Contract for an amount not to exceed \$168,200 with CDX Wireless, Inc. was amended on 7.21.2016 (File No 16-414) for a not to exceed amount of \$240,730; and
- Whereas the aforementioned Professional Services Contract defines a term effective from June 2015 through July 2016 which was amended on 7.21.2016 (File No 16-414) to an effective date of June 1 2015 through March 31, 2017; 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 Contactor 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. 2 (dated 2.9.2017)

To Section 2, "Staffing": the estimated number of hours ("Est. Hours") shall be changed from a total of "1,080" to a total of "2,152" (an increase of 478 hours from Amendment 1 and 594 hours from Amendment 2).

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, 2018, 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 \$36,400, total contract value shall not exceed \$326,920." (an increase of \$8,000 for Amendment 1 and \$6,000 for Amendment 2 for expenses and an increase of \$72,530 for Amendment 1 and \$86,190 for Amendment 2 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. 2 (dated 2.9.2017)*.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.2 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



**COMMUNITY BUSINESS DEVELOPMENT PARTNERS  
MILWAUKEE COUNTY**

**Participation Recommendation**

To be completed by project owner. Please, direct questions regarding this form to CDBP, 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: 2.13.2017  
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>326,920</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 #: Pending March Approval

**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. This request is for an amendment to the original SOW to increase the value of the contract by \$86,190. The contract is with a single individual.

Erik Viel    [Signature]    2.13.2017  
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: [Signature]    Date: 2-15-17

**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

|   |                                  |  |       |   |
|---|----------------------------------|--|-------|---|
| Mail to:<br>Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse<br>Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse<br>Community Business Development Partners, 8th Floor City Campus | <b>CONTRACT TYPE</b>             |  |       |   |
|   | Professional Service - Operating |  |       |   |
|   | Professional Service - Capital   |  | x     |   |
|   | Purchase of Service              |  |       |   |
|   | Preliminary                      |  | Final | x |

|                                |            |                       |
|--------------------------------|------------|-----------------------|
| DEPARTMENT NAME                | AGENCY NO. | DEPARTMENT (HIGH) ORG |
| Office of Emergency Management | 480        | 4800                  |

**VENDOR INFORMATION**

|            |            |        |       |              |
|------------|------------|--------|-------|--------------|
| VENDOR NO. | ORDER TYPE | NEW or | AMEND | CONTRACT NO. |
| 20749      |            |        | X     |              |

|                   |  |
|-------------------|--|
| NAME OF VENDOR    | ADDRESS  |
| CDX Wireless, Inc | 1434 Spruce Street, Ste 100<br>Boulder, CO 80302<br>C/O - Steven Surwillo, Principal |

|              |                                |          |                                   |                                  |                          |
|--------------|--------------------------------|----------|-----------------------------------|----------------------------------|--------------------------|
| TAX I.D. NO. | EFFECTIVE DATES:<br>begin date | end date | LENGTH OF CONTRACT<br>(IN MONTHS) | AMENDMENT ONLY: DOLLAR<br>CHANGE | TOTAL CONTRACT<br>AMOUNT |
| 26-2776034   | 06/01/15                       | 03/31/18 | 34                                | \$86,190                         | \$326,920                |

**ACCOUNTING INFORMATION**

| 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   |            |       | \$63,871                         |
| 2016                |         | 1850 | 120    | 1850     |          |          | 6146   | WO614011   |            |       | \$133,556                        |
| 2017                |         | 1850 | 120    | 1850     |          |          | 6146   | WO614011   |            |       | \$129,493                        |
|                     |         |      |        |          |          |          |        |            |            |       |                                  |
|                     |         |      |        |          |          |          |        |            |            |       |                                  |

**PURPOSE OF CONTRACT**

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?

If YES, give County Board File No. Pending Approval Date Approved 03/01/17

If NO, why is County Board approval not required? \_\_\_\_\_

Was Contract **fully** executed prior to work being performed (all signatures received)?

 YES  NO

Is Vendor a certified professional service DBE?

 YES  NO

Erik Viel 2.13.2017

Director, OEM Radio Services

Prepared By \_\_\_\_\_ Date \_\_\_\_\_

Title



2.16.2017

Director, OEM Radio Services

Signature of County Administrator \_\_\_\_\_ Date \_\_\_\_\_

Title



February 14, 2017

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: Addendum No. 2 to 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 Addendum No. 2 to our previously contracted 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)





## Table of Contents

|  |    |
|--|----|
| Table of Contents.....                       | 2  |
| 1 Project Staffing .....                     | 3  |
| 2 Place of Performance .....                 | 3  |
| 3 Scope of Work .....                        | 3  |
| 3.1 Background .....                         | 3  |
| 3.2 Extension of Term .....                  | 3  |
| 3.3 Addition of Hours and Tasks .....        | 4  |
| 3.4 Term and Schedule of Work.....           | 7  |
| 4 Price Quotation .....                      | 8  |
| 4.1 Quotation Basis.....                     | 8  |
| 4.2 Work Breakdown and Labor Quotation ..... | 8  |
| 4.3 Travel and Other Expenses .....          | 10 |
| 4.4 Addendum Price Total .....               | 10 |



## 1 Project Staffing

There are no changes to the previously agreed-to Staffing Plan for this project.

## 2 Place of Performance

There are no changes to the previously agreed-to Place of Performance for this project.

## 3 Scope of Work

### 3.1 Background

The implementation of infrastructure of the new OASIS Digital Public Safety Radio Communications System ("OASIS") is expected to be significantly completed by the end of March, 2017. This will include the cutover of new dispatch consoles at three Milwaukee County and multiple municipal dispatch centers from the existing/legacy radio system to OASIS as well as the readiness of OASIS to carry radio traffic from digital radio subscribers.

CDX Wireless has previously been contracted to assist in the implementation of OASIS infrastructure as defined by the original Scope of Work and Professional Services Contract as well as Addendum No. 1 to that Contract.

This Addendum No. 2 serves to:

- 1) Extend the term of the Professional Service Contract to end on March 31, 2018 and to allow any unbilled hours and expenses from it and Addendum No. 1 to be expended by that date and
- 2) Add additional project-related responsibilities to that Scope of Work as are necessary to: i) complete the remaining tasks related to infrastructure implementation, ii) complete the transition of digital subscriber radios (including those from County and municipal departments) to OASIS, and iii) develop and institute practices to promote stable on-going operations and maintenance of OASIS.

### 3.2 Extension of Term

This Addendum No. 2 shall extend the term of the Professional Service Contract, as previously amended by Addendum No. 1, to end on March 31, 2018. Any unbilled hours and expenses from it, as encumbered by Milwaukee County Purchase Order: PO 120 0010510 shall be allowed to be billed by CDX Wireless throughout this new term.

For reference, the following Table 1 depicts the total hours, rates, expenses, and total costs included in the original Professional Service Contract and Addendum No. 1.

**Table 1 – Summary of Hours, Rates, Expenses and Total Costs from Professional Services Contract and Addendum No. 1**

|                          | Hours | Rate  | Labor Total | Expenses | Contract/Addendum Total (NTE) |
|--------------------------|-------|-------|-------------|----------|-------------------------------|
| <b>Original Contract</b> |       |       |             |          |                               |
| Labor                    | 1080  | \$135 | \$145,800   |          | \$168,200                     |
| Expenses                 |       |       |             | \$22,400 |                               |



| Addendum No. 1 to Original Contract           |     |           |          |           |
|---|-----|-----------|----------|-----------|
| Labor   | 478 | \$135     | \$64,530 | \$72,530  |
| Expenses                                      |     |           | \$8,000  |           |
| Total of Original Contract and Addendum No. 1 |     |           |          |           |
| Totals  |     | \$210,330 | \$30,400 | \$240,730 |

### 3.3 Addition of Hours and Tasks

There is no change in scope for the following tasks, however, additional labor hours will be added to the previously agreed-to quantities in order to account for their performance during the transition and operations-and-maintenance period of the 2017 calendar year.

- Project Administration
  - Additional hours shall be used to plan, control, and report on project tasks related to subscriber radio transition and development and implementation of operations-and-maintenance practices.
- Governance Development and Maintenance
  - Additional hours shall be used to develop, discuss, refine, and gain approval for OASIS operational standards; related to topics of transition, operation, maintenance, and usage of OASIS; through the OASIS Governance Board and its Technical and Operational Committees.
- Outreach Development and Delivery
  - Additional hours shall be used to prepare and distribute communicate to OASIS user organizations regarding the transition, operation, maintenance, and usage of OASIS.
  - Additional hours shall be used to refine and maintain the Fleetmap of OASIS during the period of subscriber-radio transition.
- Project Financial Tracking
  - Additional hours shall be used to continue to plan, monitor, and report on the project's financial performance (including amounts spent, encumbered, and planned-for-expenditure) during the 2017 calendar year.
- Subscriber Transition, Fleetmap, and User Agency Programming Template Review
  - Additional hours shall be used to continue plan, monitor, and report on the transition of digital subscriber radios (including those from County and municipal departments) to OASIS, to maintain the Fleetmap as it may be modified during transition, and to review the programming of templates for subscriber radios prior to transition.

The following new tasks will be added to the Scope of Work.

- OASIS Governance Board 2017 Annual Report
- System and Subscriber Inventory Management
- System Upgrade Planning and Execution
- Systems Operations and Maintenance Planning and Implementation
- Subscriber Radio Fleet Operations and Maintenance Planning and Implementation
- Radio Services Department Organizational Planning and Implementation
- Regional/Statewide Radio Planning and Support



The quantities of labor hours for these tasks are listed in Section 4.1, below, and descriptions of the activities and responsibilities of CDX Wireless along with the expected activities and responsibilities of Milwaukee County and Motorola are included the following Table 2.

**Table 2 – Activities and Responsibilities for CDX Wireless, Motorola, and Milwaukee County for New Tasks Included in Addendum No. 2**

| Project Task  | Activities & Responsibilities of CDX Wireless   | Activities & Responsibilities of Motorola   | Activities & Responsibilities of Milwaukee County   |
|---|---|---|---|
| <b>OASIS Governance Board 2017 Annual Report</b>                      | Assist in developing the Annual Report for 2017 as required of the OASIS Governance Board and to assist the Board in any reviews of its Usage Fees and Capital Investment Fund Fees.  | N/A   | Provide County-level direction for the Report as well as mutual assistance in its development, review, and approval.                            |
| <b>System and Subscriber Inventory Management</b>                     | Assist in the development of procedures and selection/implementation of hardware and software to gather, track, and manage OASIS infrastructure and subscriber radio equipment.   | Provide historical records regarding inventory of equipment delivered to Milwaukee County.  | Provide mutual assistance in the selection and implementation of the inventory management system and related procedures.                        |
| <b>System Upgrade Planning and Execution</b>                          | Assist in the development and execution of a plan to upgrade the OASIS system per the System Upgrade Assurance (SUA-2) service to be procured from the system vendor.   | Develop a plan for the upgrade the OASIS system per the System Upgrade Assurance (SUA-2) service and to lead in the execution of that plan. | Provide mutual assistance in the development and execution of the upgrade plan.   |
| <b>Systems Operations and Maintenance Planning and Implementation</b> | Assist in the development and implementation of procedures; including documented expectations for roles, resources, outcomes, timeframes, and measurements; related to the operations and maintenance of the OASIS system infrastructure. | Deliver systems maintenance services as contracted by Milwaukee County.   | Provide input to, review of, and approval of the OASIS system operations /maintenance plan and provide mutual assistance in its implementation. |



| Project Task   | Activities & Responsibilities of CDX Wireless  | Activities & Responsibilities of Motorola  | Activities & Responsibilities of Milwaukee County   |
|--|--|--|---|
| <b>Subscriber Radio Fleet Operations and Maintenance Planning and Implementation</b> | Assist in the development and implementation of procedures; including documented expectations for roles, resources, outcomes, timeframes, and measurements; related to the operations and maintenance subscriber radios that operate on OASIS. | Deliver subscriber radio maintenance services as contracted by Milwaukee County. | Provide input to, review of, and approval of the OASIS subscriber operations /maintenance plan and provide mutual assistance in its implementation.                       |
| <b>Radio Services Department Organizational Planning and Implementation</b>          | Assist Radio Services in the development of plans for the Department's duties, organization, measurements, and communications, including services it shall offer to County and municipal departments.  | N/A  | Provide mutual assistance to the development of a Radio Service Department organization plan and to lead in its implementation.   |
| <b>Regional/Statewide Radio Planning and Support</b>                                 | Assist in the representation of Milwaukee County and OASIS in issues related to regional (southeast Wisconsin) and statewide public safety radio communications.   | N/A  | Mutually assist in the representation of Milwaukee County and OASIS in issues related to regional (southeast Wisconsin) and statewide public safety radio communications. |

### 3.4 Term and Schedule of Work

The work to be completed as described in this Addendum No. 2 will be completed by March 31, 2018. The following Figure 1 summarizes the expected schedule for the OASIS public safety radio system project.

Figure 1 – Summary of Tasks Included in Addendum No. 2

| Task   | Apr 2017 | May 2017 | Jun 2017 | Jul 2017 | Aug 2017 | Sep 2017 | Oct 2017 | Nov 2017 | Dec 2017 | Q1 2018 |
|--|----------|----------|----------|----------|----------|----------|----------|----------|----------|---------|
| Complete Infrastructure Implementation                                     |          |          |          |          |          |          |          |          |          |         |
| Transition Subscriber Radios   |          |          |          |          |          |          |          |          |          |         |
| Develop 2017 Annual Report   |          |          |          |          |          |          |          |          |          |         |
| Develop/Implement Inventory Management Plan                                |          |          |          |          |          |          |          |          |          |         |
| Upgrade Radio System   |          |          |          |          |          |          |          |          |          |         |
| Develop/Implement System O&M Plan  |          |          |          |          |          |          |          |          |          |         |
| Develop/Implement Subscriber O&M Plan                                      |          |          |          |          |          |          |          |          |          |         |
| Prepare Radio Services Organization Plan                                   |          |          |          |          |          |          |          |          |          |         |
| Represent OASIS Regionally/Statewide                                       |          |          |          |          |          |          |          |          |          |         |
| On-Going Activities of Admin, Governance, Outreach, and Financial Tracking |          |          |          |          |          |          |          |          |          |         |

## 4 Price Quotation

### 4.1 Quotation Basis

The following Amended 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.

### 4.2 Work Breakdown and Labor Quotation

CDX Wireless has developed the following work breakdown as included in Table 3, below, 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.

**Table 3 – Work Breakdown (Hours by Task and Associated Costs)**

| Project Task                                    | # of Labor Hours in Original SoW | # of Labor Hours in Addendum No.1 | # of Labor Hours in Addendum No.2 | Total Number of Labor Hours | Cost Per Hour | Total Cost for All Labor (Original & Addendums) |
|---|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------|---------------|---|
| <b>Project Administration</b>                   | 224 hours                        | 80 hours                          | 144 hours                         | 448 hours                   | \$135.00      | \$60,480  |
| <b>Governance Development &amp; Maintenance</b> | 112 hours                        | 40 hours                          | 40 hours                          | 192 hours                   | \$135.00      | \$25,920  |
| <b>Outreach Development &amp; Delivery</b>      | 112 hours                        | 40 hours                          | 40 hours                          | 192 hours                   | \$135.00      | \$25,920  |
| <b>Project Financial Tracking</b>               | 0 hours                          | 40 hours                          | 40 hours                          | 80 hours                    | \$135.00      | \$10,800  |
| <b>Fleetmap</b>                                 | 40 hours                         | 40 hours                          | 50 hours                          | 336 hours                   | \$135.00      | \$45,900  |
| <b>Transition/Cutover</b>                       | 96 hours                         | 90 hours                          |                                   |                             |               |   |
| <b>Radio Programming</b>                        | 0 hours                          | 20 hours                          |                                   |                             |               |   |
| <b>Template Review</b>                          |                                  |                                   |                                   |                             |               |   |



| Project Task   | # of Labor Hours in Original SoW | # of Labor Hours in Addendum No.1 | # of Labor Hours in Addendum No.2 | Total Number of Labor Hours | Cost Per Hour | Total Cost for All Labor (Original & Addendums) |
|--|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------|---------------|---|
| <b>OASIS Governance Board 2017 Annual Report</b>                                     | 0 hours                          | 0 hours                           | 16 hours                          | 16 hours                    | \$135.00      | \$2,160   |
| <b>System and Subscriber Inventory Management</b>                                    | 0 hours                          | 0 hours                           | 60 hours                          | 60 hours                    | \$135.00      | \$8,100   |
| <b>System Upgrade Planning and Execution</b>   | 0 hours                          | 0 hours                           | 40 hours                          | 40 hours                    | \$135.00      | \$5,400   |
| <b>Systems Operations and Maintenance Planning and Implementation</b>                | 0 hours                          | 0 hours                           | 44 hours                          | 44 hours                    | \$135.00      | \$6,750   |
| <b>Subscriber Radio Fleet Operations and Maintenance Planning and Implementation</b> | 0 hours                          | 0 hours                           | 44 hours                          | 44 hours                    | \$135.00      | \$6,750   |
| <b>Radio Services Department Organizational Planning and Implementation</b>          | 0 hours                          | 0 hours                           | 44 hours                          | 44 hours                    | \$135.00      | \$6,750   |
| <b>Regional/Statewide Radio Planning and Support</b>                                 | 0 hours                          | 0 hours                           | 32 hours                          | 32 hours                    | \$135.00      | \$4,320   |
| <b>Labor Total</b>   | 1,080 hours*                     | 478 hours*                        | 594 hours                         | 2,152 hours*                | \$135.00      | \$290,520*                                      |



| Project Task | # of Labor Hours in Original SoW | # of Labor Hours in Addendum No.1 | # of Labor Hours in Addendum No.2 | Total Number of Labor Hours | Cost Per Hour | Total Cost for All Labor (Original & Addendums) |
|--------------|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------|---------------|---|
|--------------|----------------------------------|-----------------------------------|-----------------------------------|-----------------------------|---------------|---|

\* Includes following hours for Project Tasks that were included in the Scopes of Work from the original Professional Services Contract and Addendum No. 1 but that are either completed or that are unchanged by this Addendum No. 2:

- Site Acquisition: 24 Hours in Original Contact & 0 Hours in Addendum No. 2
- Subscriber Flash Inventory: 40 Hours in Original Contact & 0 Hours in Addendum No. 2
- Civil Work Site Development: 16 Hours in Original Contact & 16 Hours in Addendum No. 2
- Installation: Antennas/Line: 16 Hours in Original Contact & 0 Hours in Addendum No. 2
- Installation: Fixed Network Equipment: 16 Hours in Original Contact & 0 Hours in Addendum No. 2
- Console Installation – For County Depts: 64 Hours in Original Contact & 0 Hours in Addendum No. 2
- Console Installation – For Muni Agencies: 40 Hours in Original Contact & 40 Hours in Addendum No. 2
- Control Station Installation: 8 Hours in Original Contact & 0 Hours in Addendum No. 2
- System Optimization: 32 Hours in Original Contact & 0 Hours Addendum No. 2
- Training: 64 Hours in Original Contact & 0 Hours in Addendum No. 2
- Site Audit: 16 Hours in Original Contact & 0 Hours in Addendum No. 2
- Acceptance Testing: Functional: 64 Hours in Original Contact & 0 Hours in Addendum No. 2
- Acceptance Testing: Coverage: 80 Hours in Original Contact & 0 Hours in Addendum No. 2
- Finalize: 16 Hours in Original Contact & 0 Hours in Addendum No. 2
- In-Building Coverage Enhancements: 0 Hours in Original Contact & 24 Hours in Addendum No. 2
- MCTS Implementation Assistance: 0 Hours in Original Contact & 64 Hours in Addendum No. 2
- ISSI Planning & Implementation: 0 Hours in Original Contact & 24 Hours in Addendum No. 2
- Total of Above: 496 Hours in Original Contact & 128 Hours in Addendum No. 2

### 4.3 Travel and Other Expenses

The not-to-exceed amount of \$30,400 for out-of-pocket expenses, including travel and other approved costs, as established by Professional Service Contract and as previously amended by Addendum No. 2 shall be increased by an amount of \$6,000 to a total not-to-exceed amount of \$36,400.

### 4.4 Addendum Price Total

As shown in the following Table 4, the increase in labor costs of \$80,190.00 (for 594 hours at rate of \$135.00 per hour) and not-to-exceed expense costs of \$6,000 equate to an Addendum No. 2 total price of \$86,190.00 and bring the total contract value to a not-to-exceed amount of \$326,920.

**Table 4 – Summary of Hours, Rates, Expenses and Total Costs from Professional Services Contract, Addendum No. 1, and Addendum No. 2**

|                   | Hours | Rate  | Labor Total | Expenses | Contract/Addendum Total (NTE) |
|-------------------|-------|-------|-------------|----------|-------------------------------|
| Original Contract |       |       |             |          |                               |
| Labor             | 1080  | \$135 | \$145,800   |          | \$168,200                     |
| Expenses          |       |       |             | \$22,400 |                               |





| Addendum No. 1 to Original Contract                            |     |       |           |          |           |
|--|-----|-------|-----------|----------|-----------|
| Labor  | 478 | \$135 | \$64,530  |          | \$72,530  |
| Expenses   |     |       |           | \$8,000  |           |
| Addendum No. 2 to Original Contract                            |     |       |           |          |           |
| Labor  | 594 | \$135 | \$80,190  |          | \$86,190  |
| Expenses   |     |       |           | \$6,000  |           |
| Total of Original Contract, Addendum No. 1, and Addendum No. 2 |     |       |           |          |           |
| Totals   |     |       | \$290,520 | \$36,400 | \$326,920 |

**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).

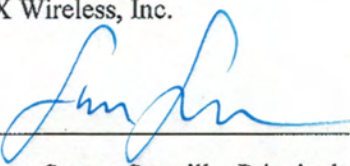
To Section 4, "Dates of Performance": This section shall now read as, "The term of this Contract shall be from June 1, 2015 through March 31, 2017, or until such time as either party notifies the other of its termination, as provided herein."

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: 30 Jun 2016  
Steven Surwillo, Principal

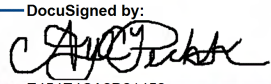
Office of Emergency Management (OEM)

DocuSigned by:  
By: Christine Westrich Date: 6/30/2016  
389798845FAD431...  
Christine Westrich, Director OEM

*Approved with regards to County Ordinance Chapter 42:*

DocuSigned by:  
By: Rick Norris Date: 7/5/2016  
AD4C84D4023E450...  
Community Business Development Partners

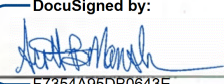
*Reviewed by:*

DocuSigned by:  
By:  Date: 7/1/2016  
E454E4CA2D21452...  
Risk Management

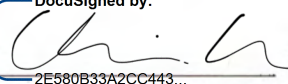
*Approved for execution:*

DocuSigned by:  
By: Paul D. Kuglitsch Date: 7/7/2016  
2BE87A71B2AE4E5...  
Corporation Counsel

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

DocuSigned by:  
By:  Date: 6/30/2016  
F7354A95DB0643E...  
Comptroller

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

DocuSigned by:  
By:  Date: 7/10/2016  
2E580B33A2CC443...  
County Executive

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

DocuSigned by:  
By: Paul D. Kuglitsch Date: 7/11/2016  
2BE87A71B2AE4E5...  
Corporation Counsel

**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

|   |                                  |       |
|---|----------------------------------|-------|
| Mail to:<br>Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse<br>Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse<br>Community Business Development Partners, 8th Floor City Campus | <b>CONTRACT TYPE</b>             |       |
|   | Professional Service - Operating |       |
|   | Professional Service - Capital   | x     |
|   | Purchase of Service              |       |
|   | Preliminary                      | Final |

|                                |            |                       |
|--------------------------------|------------|-----------------------|
| DEPARTMENT NAME                | AGENCY NO. | DEPARTMENT (HIGH) ORG |
| Office of Emergency Management | 480        | 4800                  |

**VENDOR INFORMATION**

|            |            |        |       |              |
|------------|------------|--------|-------|--------------|
| VENDOR NO. | ORDER TYPE | NEW or | AMEND | CONTRACT NO. |
| 20749      |            |        | x     |              |

|                   |  |
|-------------------|--|
| NAME OF VENDOR    | ADDRESS  |
| CDX Wireless, Inc | 1434 Spruce Street, Ste 100<br>Boulder, CO 80302<br>C/O - Steven Surwillo, Principal |

|              |                                |          |                                   |                                  |                          |
|--------------|--------------------------------|----------|-----------------------------------|----------------------------------|--------------------------|
| TAX I.D. NO. | EFFECTIVE DATES:<br>begin date | end date | LENGTH OF CONTRACT<br>(IN MONTHS) | AMENDMENT ONLY: DOLLAR<br>CHANGE | TOTAL CONTRACT<br>AMOUNT |
| 26-2776034   | 06/01/15                       | 03/31/17 | 22                                | \$72,530                         | \$240,730                |

**ACCOUNTING INFORMATION**

| Year to be Expended | Line No | Fund | Agency | Org Unit | Activity | Function | Object | Job Number | Report Cat | Units | Amount to be Expended/ Amendment |
|---------------------|---------|------|--------|----------|----------|----------|--------|------------|------------|-------|----------------------------------|
| 2016                |         | 1850 | 120    | 1850     |          |          | 6146   | WO614011   |            |       | \$72,530                         |
|                     |         |      |        |          |          |          |        |            |            |       |                                  |
|                     |         |      |        |          |          |          |        |            |            |       |                                  |
|                     |         |      |        |          |          |          |        |            |            |       |                                  |
|                     |         |      |        |          |          |          |        |            |            |       |                                  |

**PURPOSE OF CONTRACT**

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.

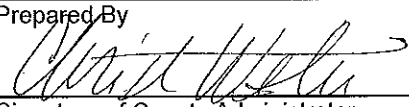
Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. \_\_\_\_\_ Date Approved Pending July appro

If NO, why is County Board approval not required? \_\_\_\_\_

Was Contract fully executed prior to work being performed (all signatures received)?  YES  NO

Is Vendor a certified professional service DBE?  YES  NO

|  |           |  |
|--|-----------|--|
| Christine Westrich   | 6.28.2016 | Director, Office of Emergency Management |
| Prepared By  | Date      | Title                                    |
|  | 6.28.2016 |  |
| Signature of County Administrator  | Date      | Title                                    |





Addendum No. 1 to APPENDIX A  
Project Scope and Quotation for Milwaukee County  
OASIS Public Safety Radio System  
(Project WO614) Project Management Services

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June 14, 2016

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: Amendment No. 1 to 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 Amendment No. 1 to our previously contracted 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,

A handwritten signature in black ink that reads "Steve Surwillo". The signature is written in a cursive, flowing style.

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)





## Table of Contents

|                                     |    |
|-------------------------------------|----|
| Table of Contents .....             | 2  |
| 1 Project Staffing .....            | 3  |
| 2 Place of Performance .....        | 3  |
| 3 Scope of Work .....               | 3  |
| 3.1 Background .....                | 3  |
| 3.2 Term and Schedule of Work ..... | 7  |
| 4 Price Quotation .....             | 8  |
| 4.1 Quotation Basis .....           | 8  |
| 4.2 Travel and Other Expenses ..... | 10 |
| 4.3 Amendment Price Total .....     | 10 |



## 1 Project Staffing

There are no changes to the previously agreed-to Staffing Plan for this project.

## 2 Place of Performance

There are no changes to the previously agreed-to Place of Performance for this project.

## 3 Scope of Work

### 3.1 Background

The implementation of OASIS and the transition of user agencies to it has been delayed due to unforeseen events outside the control of Milwaukee County and CDX Wireless and CDX Wireless has assumed additional project-related responsibilities beyond those included in the original Scope of Work and Professional Services Contract. The accompanying term of the Professional Services Contract to which this Scope of Work is appended will be changed to end on December 31, 2016.

Therefore, CDX Wireless offers this amended Scope of Work to accommodate a prolonged project implementation schedule of 5 months and to define responsibilities for tasks that were not covered by the original Scope of Work.

Additional labor hours will be added to the previously agreed-to quantities for the following tasks. The original and additional quantities of labor hours for these tasks are listed in Section 4.1, below, and the justification for the additional hours are included directly below.

- Project Administration
  - Additional hours are needed to accommodate additional 5 months of contract term, however, there is no change in the expected activities and responsibilities of CDX Wireless.
- Governance Development and Maintenance
  - Additional hours are needed to accommodate additional 5 months of contract term, however, there is no change in the expected activities and responsibilities of CDX Wireless.
- Outreach Development and Delivery
  - Additional hours are needed to accommodate additional 5 months of contract term, however, there is no change in the expected activities and responsibilities of CDX Wireless.
- Fleetmap
  - Additional hours needed to accommodate CDX Wireless' leadership, not support, role in completing this task.
- Civil Work Site Development
  - Additional hours needed to accommodate change orders that were executed between Milwaukee County and the system vendor, Motorola Solutions, Inc., which therefore increased the overall scope of civil work at sites. There is no change in the expected activities and responsibilities of CDX Wireless.
- Cutover



Addendum No. 1 to APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
 (Project WO614) Project Management Services

- o Additional hours are needed to accommodate additional 5 months of contract term, however, there is no change in the expected activities and responsibilities of CDX Wireless.

The following tasks new tasks will be added to the Scope of Work. The quantities of labor hours for these tasks are also listed in Section 4.1, below, and descriptions of the activities and responsibilities of CDX Wireless along with the expected activities and responsibilities of Milwaukee County and Motorola are included in the table that immediately follows the list of new tasks.

- Project Financial Tracking
- MCTS Project Management (previously listed as "Optional")
- In-Building Coverage Enhancements
- ISSI Planning and Implementation
- User Agency Programming Template Review

| Project Task               | Activities & Responsibilities of CDX Wireless  | Activities & Responsibilities of Motorola | Activities & Responsibilities of Milwaukee County   |
|----------------------------|--|---|---|
| Project Financial Tracking | Provide monthly reports to project financial tracking. Provide monthly reports to project financial tracking. Provide monthly reports to project financial tracking. Provide monthly reports to project financial tracking. Provide monthly reports to project financial tracking. | NA  | Provide financial data ("CapEx") to support tracking. Arrange for monthly review meetings. Identify cash and bond requirements. Open Purchase Orders and pay invoices to vendors. |



Addendum No. 1 to 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>Footmap</b></p>                      | <p>Coordinate with Motorola and Milwaukee County to develop the footmap. Provide technical information to Milwaukee County and CDX Wireless, in order to assemble draft of footmap to include:</p> <ul style="list-style-type: none"> <li>• List of towers</li> <li>• Naming conventions</li> <li>• Tower ID plan</li> <li>• Tower system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber ID plan</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul> <p>Review final footmap content.</p> <p>Use footmap results to program system.</p> | <p>Identify the required contents of a footmap.</p> <p>Provide technical information to Milwaukee County and CDX Wireless, in order to assemble draft of footmap to include:</p> <ul style="list-style-type: none"> <li>• List of towers</li> <li>• Naming conventions</li> <li>• Tower ID plan</li> <li>• Tower system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber ID plan</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul> | <p>Provide assistance to assemble draft of footmap to include:</p> <ul style="list-style-type: none"> <li>• List of towers</li> <li>• Naming conventions</li> <li>• Tower ID plan</li> <li>• Tower system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber ID plan</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 contents of the draft footmap.</p> <p>Review finalized footmap content.</p> |
| <p><b>Installation: Antennas, Line</b></p> | <p>Coordinate with Motorola and Milwaukee County to develop the footmap. Provide technical information to Milwaukee County and CDX Wireless, in order to assemble draft of footmap to include:</p> <ul style="list-style-type: none"> <li>• List of towers</li> <li>• Naming conventions</li> <li>• Tower ID plan</li> <li>• Tower system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber ID plan</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul>  | <p>Install antennas and lines as contracted (per Statement of Work from Contract for Service #1100 for radio system details).</p>  | <p>Ensure Motorola has access to sites.</p> <p>Oversee installation of antennas and lines.</p> <p>Approve completion of Motorola's tasks regarding Antennas and Line Installation.</p>   |



Addendum No. 1 to 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>NETS Deployment Coordination</b></p>            | <p>Meet with the integration of NETS vendors and provide technical assistance as needed to integrate NETS' computer aided dispatch (CAD) and in-car integrated vehicle logic unit (IVLU) equipment to the new OASIS radio system.</p> <p>Meet with NETS vendors and discuss the details of how to integrate NETS' CAD and IVLU equipment to the new OASIS radio system.</p> | <p>Provide technical assistance as needed to integrate NETS' computer aided dispatch (CAD) and in-car integrated vehicle logic unit (IVLU) equipment to the new OASIS radio system.</p> <p>Confer with NETS vendors, discuss details, and make required modifications.</p> | <p>Contract with the vendors of NETS' computer aided dispatch (CAD) and in-car integrated vehicle logic unit (IVLU) equipment for the necessary hardware, software, and services to interface to the new OASIS radio system.</p> <p>Manage the integration of these vendors and coordinate the logistics regarding the deployment of new equipment and software.</p> |
| <p><b>In-Building Coverage Enhancements</b></p>       | <p>Meet with the integration of in-building coverage vendors and provide technical assistance as needed to integrate in-building coverage equipment to the new OASIS radio system.</p>  | <p>Provide assistance and, if approved and available, solutions for identified in-building coverage issues.</p>  | <p>Cooperate with CDX Wireless and Motorola on these activities to jointly identify issues, develop solutions, and oversee implementation.</p>   |
| <p><b>ISSI Planning and Implementation</b></p>        | <p>Meet with the integration of ISSI vendors and provide technical assistance as needed to integrate ISSI equipment to the new OASIS radio system.</p>  | <p>Provide guidance on ISSI hardware and operational issues. Deliver ISSI functionality as contracted.</p>   | <p>Cooperate with CDX Wireless and Motorola on these activities to prepare and oversee ISSI implementation plans.</p>  |
| <p><b>User Agency Programming Template Review</b></p> | <p>Meet with the integration of user agency programming vendors and provide technical assistance as needed to integrate user agency programming equipment to the new OASIS radio system.</p>  | <p>Provide guidance on user agency programming issues and related technical matters to CDX Wireless, programming organizations, and Milwaukee County.</p>  | <p>Cooperate with CDX Wireless to help agencies and programming organizations identify and resolve such issues.</p>  |

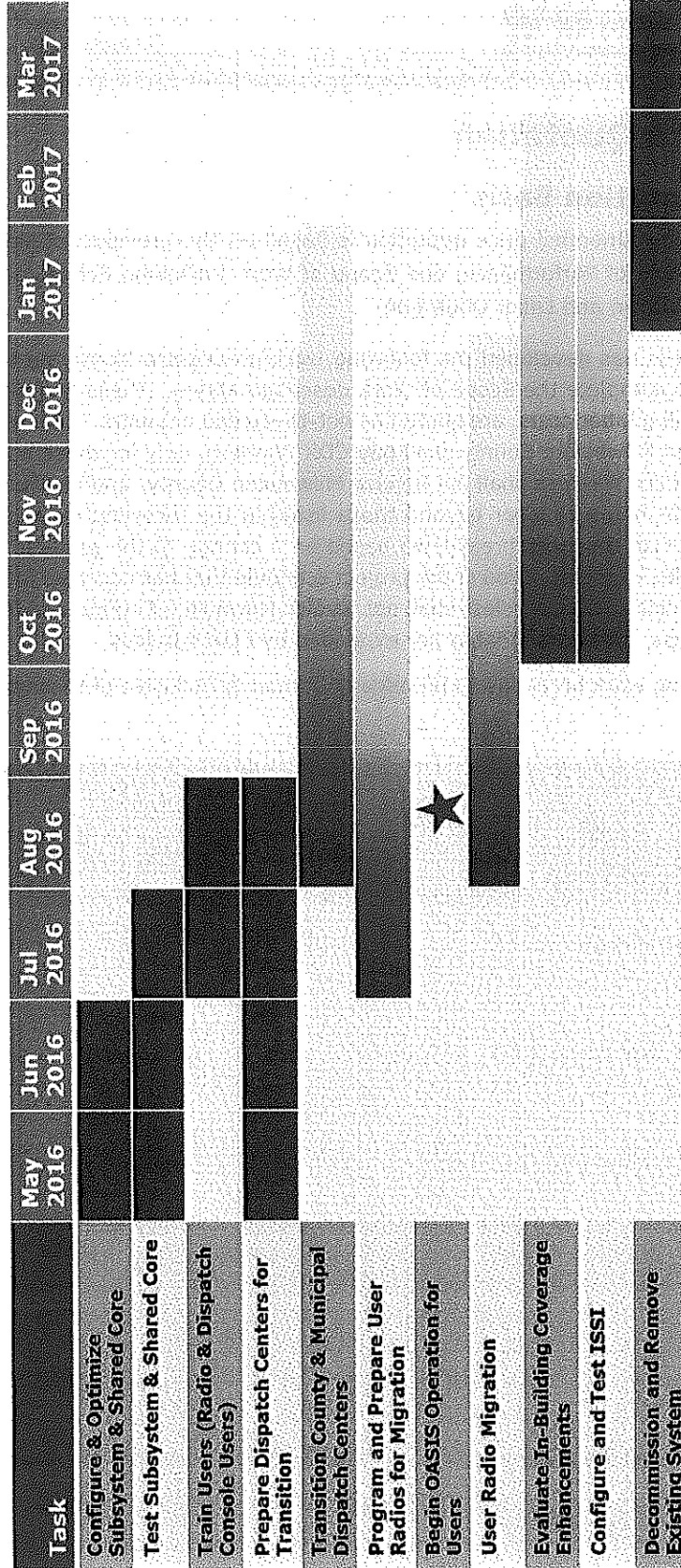




Addendum No. 1 to APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
 (Project W0614) Project Management Services

### 3.2 Term and Schedule of Work

The work to be completed as described in this Addendum will be completed by March 31, 2017. The following graphic summarizes the expected schedule for the OASIS public safety radio system project.







## 4 Price Quotation

### 4.1 Quotation Basis

The following Amended 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 in Original SoW | # of Labor Hours in This Amendment | Total Number of Labor Hours | Cost Per Hour | Total Cost for All Labor (Original and Additional) |
|--------------------------------------|----------------------------------|------------------------------------|-----------------------------|---------------|--|
| Project Administration               | 22,000 hrs                       | 21,000 hrs                         | 43,000 hrs                  | \$1,150.00    | \$49,400   |
| Governance Development & Maintenance | 112,000 hrs                      | 48,000 hrs                         | 160,000 hrs                 | \$1,350.00    | \$216,000  |
| Outreach Development & Delivery      | 112,000 hrs                      | 48,000 hrs                         | 160,000 hrs                 | \$1,350.00    | \$216,000  |
| Site Acquisition                     | 24,000 hrs                       | 2,000 hrs                          | 26,000 hrs                  | \$1,350.00    | \$35,100   |
| Licensing                            | 0 hrs                            | 50 hrs                             | 50 hrs                      | \$1,350.00    | \$67,500   |
| Fleetmap                             | 42,000 hrs                       | 10,000 hrs                         | 52,000 hrs                  | \$1,350.00    | \$70,200   |
| Subscriber Flash Inventory           | 48,000 hrs                       | 2,000 hrs                          | 50,000 hrs                  | \$1,350.00    | \$67,500   |
| Civil Works Site Development         | 10,000 hrs                       | 10,000 hrs                         | 20,000 hrs                  | \$1,350.00    | \$27,000   |



Addendum No. 1 to APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
 (Project WO614) Project Management Services

| Project Task   | # of Labor Hours in Original SOW | # of Labor Hours in This Amendment | Total Number of Labor Hours | Cost Per Hour | Total Cost for All Labor (Original and Additional) |
|--|----------------------------------|------------------------------------|-----------------------------|---------------|--|
| Installation: Antennas/Line                                | 15 hours                         | 6 hours                            | 21 hours                    | \$115.00      | \$2,415  |
| Installation: Fixed Network Equipment                      | 12 hours                         | 6 hours                            | 18 hours                    | \$115.00      | \$2,070  |
| Console Installation - For County Departments <sup>1</sup> | 24 hours                         | 6 hours                            | 30 hours                    | \$135.00      | \$4,050  |
| Console Installation - For Municipal Agencies              | 40 hours                         | 6 hours                            | 46 hours                    | \$135.00      | \$6,210  |
| Control Station Installation                               | 5 hours                          | 1 hour                             | 6 hours                     | \$135.00      | \$810  |
| System Optimization  | 12 hours                         | 3 hours                            | 15 hours                    | \$115.00      | \$1,725  |
| Training   | 54 hours                         | 6 hours                            | 60 hours                    | \$135.00      | \$8,100  |
| Site Audit   | 12 hours                         | 1 hour                             | 13 hours                    | \$115.00      | \$1,495  |
| Acceptance Testing: Functional                             | 12 hours                         | 1 hour                             | 13 hours                    | \$135.00      | \$1,755  |
| Acceptance Testing: Coverage                               | 50 hours                         | 6 hours                            | 56 hours                    | \$135.00      | \$7,560  |
| Cutover  | 45 hours                         | 40 hours                           | 85 hours                    | \$135.00      | \$11,475   |
| Finalize   | 15 hours                         | 1 hour                             | 16 hours                    | \$135.00      | \$2,160  |
| Project Financial Tracking                                 | 12 hours                         | 10 hours                           | 22 hours                    | \$135.00      | \$2,970  |
| In-Building Coverage Enhancements                          | 6 hours                          | 24 hours                           | 30 hours                    | \$135.00      | \$4,050  |
| MCTS Implementation Assistance                             | 6 hours                          | 54 hours                           | 60 hours                    | \$135.00      | \$8,100  |
| ISSI Planning and Implementation                           | 6 hours                          | 24 hours                           | 30 hours                    | \$115.00      | \$3,450  |

<sup>1</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.



Addendum No. 1 to APPENDIX A  
 Project Scope and Quotation for Milwaukee County  
 OASIS Public Safety Radio System  
 (Project WO614) Project Management Services

| Project Task                             | # of Labor Hours in Original SOW | # of Labor Hours in This Amendment | Total Number of Labor Hours | Cost Per Hour   | Total Cost for All Labor (Original and Additional) |
|--|----------------------------------|------------------------------------|-----------------------------|-----------------|--|
| Local Agency Programming Template Review | 50 Hours                         | 20 Hours                           | 70 Hours                    | \$135.00        | \$9,450  |
| <b>Labor Total</b>                       | <b>1,080 Hours</b>               | <b>478 Hours</b>                   | <b>1,558 Hours</b>          | <b>\$135.00</b> | <b>\$210,330</b>                                   |

**4.2 Travel and Other Expenses**

The original not-to-exceed amount of \$22,400 for out-of-pocket expenses, including travel and other approved costs, shall be increased by an amount of \$8,000 to a total not-to-exceed amount of \$30,400.

**4.3 Amendment Price Total**

As shown in the following table, the increase in labor costs of \$64,530.00 (for 478 hours at rate of \$135.00 per hour) and not-to-exceed expense costs of \$8,000 equate to an Amendment total price of \$72,530.00 and bring the total contract value to a not-to-exceed amount of \$240,730.00.

|   | Hours | Rate  | Labor Total   | Expenses         | Contract/Amendment Total (NTE) |
|---|-------|-------|---------------|------------------|--------------------------------|
| <b>Original Contract</b>                  |       |       |               |                  |                                |
| Labor                                     | 1080  | \$135 | \$145,800     |                  | \$168,200                      |
| Expenses                                  |       |       |               | \$22,400         |                                |
| <b>Amendment #1 to Contract</b>           |       |       |               |                  |                                |
| Labor                                     | 478   | \$135 | \$64,530      |                  | \$72,530                       |
| Expenses                                  |       |       |               | \$8,000          |                                |
| <b>Total of Original and Amendment #1</b> |       |       |               |                  |                                |
|   |       |       | <b>Totals</b> | <b>\$210,330</b> | <b>\$30,400</b>                |
|   |       |       |               |                  | <b>\$240,730</b>               |

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

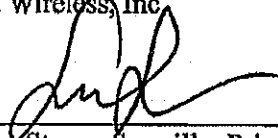
This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that 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

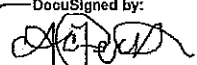
Office of Emergency Management (OEM)

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

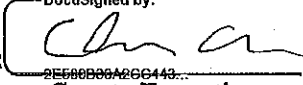
*Approved for execution:*

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

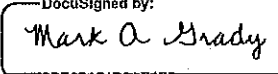
*Approved:*


By:  DocuSigned by:  
F7354A95DB0643E  
Comptroller Date: 8/11/2015

*Approved:*

By:  DocuSigned by:  
2E600000A2CC443...  
County Executive Date: 8/3/2015

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

By:  DocuSigned by:  
2BE87A71B2AE4E5...  
Mark A Grady  
Corporation Counsel Date: 8/12/2015

|   |         |  |        |                    |          |   |        |                       |            |       |                                  |
|---|---------|--|--------|--------------------|----------|---|--------|-----------------------|------------|-------|----------------------------------|
| <b>CONTRACT FORM</b> 1884 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)  |         |  |        |                    |          |   |        |                       |            |       |                                  |
| Mail to:<br>Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse<br>Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse<br>Community Business Development Partners, 8th Floor City Campus |         |  |        |                    |          | <b>CONTRACT TYPE</b><br>Professional Service - Operating<br>Professional Service - Capital      x<br>Purchase of Service<br>Preliminary      Final      x |        |                       |            |       |                                  |
| 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<br>Boulder, CO 80302<br>C/O - Steven Surwillo, Principal  |        |                       |            |       |                                  |
| TAX I.D. NO.  |         | EFFECTIVE DATES:                                   |        | LENGTH OF CONTRACT |          | AMENDMENT ONLY: DOLLAR CHANGE   |        | TOTAL CONTRACT AMOUNT |            |       |                                  |
| 26-2776034  |         | begin date      end date<br>06/01/15      07/31/16 |        | 16                 |          |   |        | \$188,200             |            |       |                                  |
| <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><br><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><br>PAUL R. NADLER & ASSOCIATES INSURANCE<br>1560 Laurel Street, Suite 200<br><br>San Carlos CA 94070<br><br><b>INSURED</b><br>CDX WIRELESS, INC.<br>4435 SHEARWATER COURT<br><br>PLEASANTON CA 94566 | <b>CONTACT NAME:</b> MYRNA HERNANDEZ<br><b>PHONE (A/C No, Ext):</b> (650) 508-8000 <b>FAX (A/C No):</b> (650) 508-0006<br><b>E-MAIL ADDRESS:</b><br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: SENTINEL INSURANCE COMPANY</td> <td>11000</td> </tr> <tr> <td>INSURER B: HARTFORD Accident and Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER C: RATED BY MULTIPLE COMPANIES</td> <td>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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER | X                  | 57SBAUY1745   | 8/14/2015               | 8/14/2016               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Add'l for policy minimum \$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   | X                  | 57DECD07576   | 8/14/2015               | 8/14/2015               | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>(Underinsured motorist) \$ 1,000,000  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  | X                  | 57SBAUY1745   | 8/14/2015               | 8/14/2016               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$<br>\$  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N<br>N/A         | 57WZCNG5239   | 1/27/2015               | 1/27/2015               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| D        | ERRORS AND OMISSIONS   | 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><br><br>MILWAUKEE COUNTY COURTHOUSE<br>ROOM 308<br>901 N 9TH STREET<br>MILWAUKEE, WI 53233 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>Myrna Hernandez/MYRNA |
|---|---|

File No. 15-399

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(ITEM ) From the Director, Office of Emergency Management, requesting authorization to enter into a Professional Services Contact 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 Contact 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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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 CDBP, 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: Buld 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

| Professional Services | Estimated Amount  | Recommended Participation |                           |
|-----------------------|-------------------|---------------------------|---------------------------|
|                       | \$ <u>146,800</u> | <u>0</u> %                |                           |
| Construction Related  | Estimated Amount  | Estimated Allowance       | Recommended Participation |
| _____                 | \$ _____          | \$ _____                  | _____ %                   |
| _____                 | \$ _____          | \$ _____                  | _____ %                   |

### 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    [Signature]    5.13.2015  
Department/Division Administrator Name    Signature    Date

### CBDP USE ONLY

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

Approved: Reick 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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## Table of Contents

|     |   |    |
|-----|---|----|
| 1   | Project Staffing.....                   | 3  |
| 2   | Place of Performance.....               | 3  |
| 3   | Scope of Work.....                      | 3  |
| 3.1 | Background.....                         | 3  |
| 3.2 | Work Activities.....                    | 4  |
| 3.3 | Schedule of Work.....                   | 17 |
| 4   | Price Quotation.....                    | 18 |
| 4.1 | Quotation Basis.....                    | 18 |
| 4.2 | Work Breakdown and Labor Quotation..... | 18 |
| 4.3 | Travel and Other Expenses.....          | 19 |
| 4.4 | Invoicing.....                          | 20 |



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

## 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:





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

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 |
|---|---|---|---|
| [Table content is obscured by a heavy grid pattern] |   |   |   |

<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**  
**(Project WO614) Project Management Services**

| Project Task   | Activities & Responsibilities of CDX Wireless   | Activities & Responsibilities of Motorola  | Activities & Responsibilities of Milwaukee County   |
|--|---|--|---|
| <p><b>Project Administration</b><br/> <b>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 coordinate work with all parties to identify and resolve/mitigate them.</p> <p>Cooperatively work with Motorola and Milwaukee County to review the need to process 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>Get, 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, 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>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  
 (Project WO614) Project Management Services

| 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>Coordinate the development of governance documents, including the roles and responsibilities, service level agreements and other similar documents regarding the cooperative deployment, operation/maintenance, and use of the system.</p> <p>Provide drafts of such documents and assist in their negotiation and/or finalization with system partners (other Shared Core centers, site-owners, system users/participants, and vendors). Coordinate the review, comments, and revisions of such documents with the Milwaukee County.</p> <p>Provide input from other similar projects, industry associations, and government agencies and related to such documents and provide their input to Milwaukee County.</p> <p>Assist and support on other aspects of governance, such as coordination and provision of similar documents to the project group, including a system-level project working group.</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 centers), 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**  
**OASIS Public Safety Radio System**  
**(Project WO614) Project Management Services**

| Project Task                                      | Activities & Responsibilities of CDX Wireless  | Activities & Responsibilities of Mutual   | Activities & Responsibilities of Milwaukee County   |
|---|--|---|---|
| <p><b>Outreach Development &amp; Delivery</b></p> | <p>Assist in the development of outreach documents, including system performance, cost, or schedule information. Assist in the development of outreach documents, including system performance, cost, or schedule information. Assist in the development of outreach documents, including system performance, cost, or schedule information. Assist in the development of outreach documents, including system performance, cost, or schedule information. Assist in the development of outreach documents, including system performance, cost, or schedule information.</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 operation/maintenance, and use of the system.</p> <p>Provide review, 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> |
| <b>CDX Wireless Project Closeout</b>              |  |   |   |
| <p><b>Site Acquisition / Zoning</b></p>           | <p>Assist in the identification and evaluation of sites to be used for the project. Assist in the identification and evaluation of sites to be used for the project. Assist in the identification and evaluation of sites to be used for the project. Assist in the identification and evaluation of sites to be used for the project. Assist in the identification and evaluation of sites to be used for the project.</p>  | <p>Provide technical information regarding the system's requirements for site access, electrical power, HVAC, and other resources. Identify issues that must be addressed as part of lease/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  
 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>Licensing</b> | <p>Complete the licensing activities as provided in CDX Wireless System for Service # 1075 with Milwaukee County (including benefit rate). Also provide the license document for the 2014-2015 period in the least of the OASIS system.</p>  | <p>Provide technical information as required to complete the licensing process.<br/>                     (Also, complete the licensing of frequencies reserved for use by the Milwaukee system.)</p>  | <p>Review, approve, and submit licensing documents prepared by CDX Wireless.<br/>                     Pay related coordination and licensing fees.</p>  |
| <b>Footmap</b>   | <p>Obtain required contents for a Footmap from Motorola.<br/>                     Provide assistance to Motorola County to assemble draft of Footmap to include:</p> <ul style="list-style-type: none"> <li>• Use of talkgroups</li> <li>• Naming conventions</li> <li>• Talkgroup ID plan</li> <li>• Talkgroup system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber grouping layout</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul> <p>Make the County responsible for providing user agencies to review and edit the contents of the draft Footmap. Motorola will track progress.</p> <p>Make a review of final Footmap contents.</p> | <p>Identify the required contents of a Footmap.<br/>                     Provide technical information to Milwaukee County and CDX Wireless, in order to assemble draft of Footmap to include:</p> <ul style="list-style-type: none"> <li>• Use of talkgroups</li> <li>• Naming conventions</li> <li>• Talkgroup ID plan</li> <li>• Talkgroup system parameters</li> <li>• Radio ID plan</li> <li>• Subscriber grouping layout</li> <li>• Subscriber programming parameters</li> <li>• Other items necessary to configure system and subscribers</li> </ul> <p>Review final Footmap contents.<br/>                     Use Footmap results to program system.</p> | <p>Lead the effort, with assistance from Motorola and CDX Wireless, to assemble draft of Footmap 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 contents of the draft Footmap.<br/>                     Finalize Footmap contents and share with Motorola and subscriber-programming organizations (shops).</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   |
|--|--|---|---|
| <p><b>Subscriber Flash Inventory</b></p> | <p>Assist in the development of inventory for Motorola subscriber radios.</p> <p>Assist the County in arranging meetings with user agencies to review and add the contents of the draft fleetmap. Participate in these 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 these 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 add the contents 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  
 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>Civil Work Site Development</b> | <p>Review and provide comments regarding drawings and permit applications.</p> <p>As necessary, coordinate with the Milwaukee County Public Works Department and other agencies.</p> <p>Provide assistance as requested for information or changes with the site.</p> <p>Assist in the development of applications for permits (Utility, construction, building) and FAA filings (if relevant) 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 the construction drawings, including conduct surveys (ground and tower) and soil borings.</p> <p>Obtain regulatory approvals for sites (NEPA, etc.)</p> <p>Assist in the development of applications for permits (utility, construction, building) and FAA filings (if relevant) 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 (fencing, 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) 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> |
| <b>Installation Antennas/Line</b>  | <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  |
|---------------------------------------|---|---|--|
| Installation: Fixed Network Equipment | <p>As necessary, ensure installation of Fixed Network Equipment (FNE).</p> <p>Review completion of Motorola's tasks regarding FNE and provide comments to Network Security.</p> | <p>Install equipment at sites as contracted (see Statement of Work from Contract for Service #1212 for the by site details).</p> <p>Complete/revise site drawings according to installation.</p> <p>Interconnect new equipment to existing (existing) system as required per contract.</p> <p>Remove existing (existing) system equipment at sites.</p> | <p>Ensure Motorola has access to sites.</p> <p>Observe installation of system equipment.</p> <p>Approve completion of Motorola's tasks regarding FNE installation.</p> |



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

| Project Area  | 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 installation of the user interface of new consoles.</p> <p>Ensure installation of console equipment.</p> <p>Assist County in providing dispatch connectivity for each system site location (including site interface to connectivity supplier).</p> <p>Ensure completion of Motorola's tasks regarding console equipment and interface connections to Milwaukee County.</p> <p>Assist in installation of logging recorders including CVDIS recorders at MCEMS and MCTS.</p> | <p>Assist in the development of the user interface of new consoles.</p> <p>Install equipment or sites as contracted (see Statement of Work from Contract for Service #1312 for site-by-site details). Program and configure console per user interface requirements.</p> <p>Provide dispatch connectivity specifications and test county provided connectivity.</p> <p>Perform console programming per templates (see Reformatting).</p> <p>Provide integration services to logging recorders including licenses and integration support to CVDIS 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 CVDIS recorders at MCEMS and MCTS.</p> |
| <p><b>Console Installation – For Municipal Agencies</b><br/>(Assumes municipal agencies will be ultimately responsible for procuring and installing their dispatch consoles.)</p> | <p>Provide technical specifications and wiring for console connections to the OASIS Shared Core.</p> <p>Work with Motorola partners 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>Visit County facilities, areas of concern, etc. to determine requirements for control station and to make final requirements of equipment of Work from Contract for Service #1332 (proper wall feed-through, ground point, power outlet, etc.).</p> <p>As necessary, observe installation of control station equipment.</p> <p>Provide completion of Motorola's tasks regarding control station and provide comments to Milwaukee County.</p> | <p>Conduct surveys and develop preparation plans for control station installation.</p> <p>Install control station equipment, including RF and other cabling, at sites as indicated (see Statement of Work from Contract for Service #1332 for site-by-site details).</p> <p>Perform control station programming site completion (see Flexmapping).</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, ground spike, 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, teligroup ID's, etc.) for the system programming.</p> <p>As necessary, observe programming of system equipment.</p> <p>Assist in gathering, developing information about interfaces, links that are provided by third parties.</p> <p>Provide 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, teligroup ID's, etc.).</p> <p>Trace, verify, 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, teligroup ID's, etc.) to facilitate system programming.</p> <p>Observe programming of system equipment.</p> <p>Receive any issues related to interfaces, links that are provided by third parties.</p> <p>Approve completion of Motorola's tasks regarding system optimization.</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>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, assist Motorola's efforts for all classes.</p>   | <p>Develop and present training courses.</p> <p>Prepare training schedules.</p> <p>Deliver training per requirements of Statement of Work from Contract for Service #1252.</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 "RF" standards.</p> <p>Assist in identification of plans to rectify the deficiencies.</p> <p>Assist in review and approval of site remediation.</p>   | <p>Perform audits of sites to identify deficiencies as related to Motorola's "RF" standards for communications sites.</p> <p>Report on deficiencies and provide tools 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 "RF" 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 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>Receive issues and select 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> |





**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>Acceptance Testing: Coverage</b> | <p>Assist in preparation of test plans for coverage testing of system.</p> <p>Oversee conduct of coverage testing plans (on site &amp; test chamber use).</p> <p>Assess, review and approve when needed list of testing issues or deficiencies.</p> <p>Assess, review and approve if needed list of 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 rectify 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 received issues or deficiencies or alternate resolution plan.</p> |
| <b>Cutover</b>                      | <p>Assist in development of cutover plan.</p> <p>Assist in identification of cutover plan to user agencies.</p> <p>Assist in meeting of readiness of user agencies.</p> <p>Assist in delivery of hardware 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>   |



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>Subscriber Installation</b></p>    | <p><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></p> <p>Assist in the approval of operation of new territories per templates.</p> <p>Assist in the development and approval of mobile radio installation templates.</p> <p>Assist in the coordination of delivery of radios (including vehicles for mobile radios) to be programmed under "Flash" upgrades.</p>  | <p>Program and verify operation of new subscriber radios per templates.</p> <p>Program radio fleets per approved templates.</p> <p>Provide and perform "Flash" upgrades for upgradeable radios.</p> <p>Develop mobile radio installation templates.</p> <p>Install mobile radios in vehicles.</p> | <p>Approve operation of test subscribers per templates.</p> <p>Approve mobile radio installation templates.</p> <p>Coordinate delivery of radios (including vehicles for mobile radios) to be programmed under "Flash" upgraded.</p> |
| <p><b>MCTS Deployment Management</b></p> | <p><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></p> <p>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.</p> <p>Coordinate the hardware and software to be used for programming, upgrades and installation of software hardware to create a new MCTS radio system.</p> | <p>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.</p>   | <p>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.</p>     |

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



**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 |  | Start    | Finish   | Duration | Bar | April | May | June | July | August | September | October | November | December |
|-----------|--|----------|----------|----------|-----|-------|-----|------|------|--------|-----------|---------|----------|----------|
| ID        |  |          |          |          |     | M     | T   | W    | T    | F      | S         | S       | M        | T        |
| 1         | MILWAUKEE COUNTY OASIS RADIO PROJECT SCHEDULE                |          |          |          |     |       |     |      |      |        |           |         |          |          |
| 2         | Site Acquisition (Leases, MOU's, Approvals)                  | 4/7/15   | 5/27/15  | 37 days  |     |       |     |      |      |        |           |         |          |          |
| 28        | Site Remediation/Construction & Radio Equipment Installation | 4/7/15   | 7/17/15  | 70 days  |     |       |     |      |      |        |           |         |          |          |
| 75        | Frequency Licensing  | 4/10/15  | 7/16/15  | 92 days  |     |       |     |      |      |        |           |         |          |          |
| 80        | Frequency Licensing  | 4/7/15   | 8/12/15  | 31 days  |     |       |     |      |      |        |           |         |          |          |
| 89        | Microwave Installation and Optimization                      | 4/7/15   | 5/19/15  | 71 days  |     |       |     |      |      |        |           |         |          |          |
| 105       | Fleetmapping & Flash Inventory                               | 5/20/15  | 8/26/15  | 100 days |     |       |     |      |      |        |           |         |          |          |
| 110       | Shared Core (incl. Smart& and MCEG) Optimization             | 8/27/15  | 9/9/15   | 14 days  |     |       |     |      |      |        |           |         |          |          |
| 111       | Milwaukee County Radio Subsystem Optimization                | 9/10/15  | 10/27/15 | 48 days  |     |       |     |      |      |        |           |         |          |          |
| 113       | Radio System Testing   | 6/1/15   | 9/1/15   | 92 days  |     |       |     |      |      |        |           |         |          |          |
| 120       | Milwaukee County Dispatch Console Cutovers                   | 6/1/15   | 8/21/15  | 81 days  |     |       |     |      |      |        |           |         |          |          |
| 121       | MC Dispatch Consoles - Prepare                               | 8/17/15  | 8/19/15  | 3 days   |     |       |     |      |      |        |           |         |          |          |
| 140       | MC Dispatch Consoles - Train                                 | 8/20/15  | 9/1/15   | 13 days  |     |       |     |      |      |        |           |         |          |          |
| 142       | MC Dispatch Consoles - Cutover                               | 9/1/15   | 9/23/15  | 23 days  |     |       |     |      |      |        |           |         |          |          |
| 146       | Municipal Dispatch Center Cutover Period                     | 6/1/15   | 9/17/15  | 109 days |     |       |     |      |      |        |           |         |          |          |
| 147       | User Radio Cutover   | 6/1/15   | 9/17/15  | 109 days |     |       |     |      |      |        |           |         |          |          |
| 148       | Prepare  | 9/17/15  | 9/25/15  | 9 days   |     |       |     |      |      |        |           |         |          |          |
| 152       | Train  | 10/28/15 | 11/5/16  | 38 days  |     |       |     |      |      |        |           |         |          |          |
| 154       | Cutover  | 1/6/16   | 3/29/16  | 84 days  |     |       |     |      |      |        |           |         |          |          |
| 155       | Wave 1 (County Non-PS)                                       | 1/6/16   | 3/29/16  | 84 days  |     |       |     |      |      |        |           |         |          |          |
| 156       | Wave 2A (County PS)  | 1/6/16   | 3/29/16  | 84 days  |     |       |     |      |      |        |           |         |          |          |
| 157       | Wave 2B (Municipal PS)                                       | 3/30/16  | 6/21/16  | 83 days  |     |       |     |      |      |        |           |         |          |          |
| 158       | Wave 3 (MCTS)  |          |          |          |     |       |     |      |      |        |           |         |          |          |

Milwaukee County OEM  
 Version: 10-Apr-2015  
 Developed By: S. Surwillo

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Page 1 of 1





## 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>CDX (CDX) labor for the project from May 2015 to June 2016</b>                    |                  |               |                  |
| <b>Project Administration Including:</b><br>(15 hours per month for 14 months)       | 210 hours        | \$135.00      | \$28,350         |
| <b>Governance Development &amp; Maintenance</b><br>(8 hours per month for 14 months) | 112 hours        | \$135.00      | \$15,120         |
| <b>Outreach Development &amp; Delivery</b><br>(8 hours per month for 14 months)      | 112 hours        | \$135.00      | \$15,120         |
| <b>Optional tasks for the project</b>  |                  |               |                  |
| <b>Site Acquisition</b>  | 24 hours         | \$135.00      | \$3,240          |
| <b>Licensing</b>   | 0 hours          | \$135.00      | \$0              |
| <b>Fleetmap</b>  | 40 hours         | \$135.00      | \$5,400          |
| <b>Subscriber Field Inventory</b>  | 40 hours         | \$135.00      | \$5,400          |



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

| Project Item                                    | # of Labor Hours | Cost Per Hour | Total Labor Cost |
|---|------------------|---------------|------------------|
| Cell Work Site Development                      | 15 hours         | \$135.00      | \$2,025          |
| Installation: Antennas/Line                     | 15 hours         | \$135.00      | \$2,025          |
| Installation: Fixed Network Equipment           | 12 hours         | \$135.00      | \$1,620          |
| Console Installation - For County Departments * | 64 hours         | \$135.00      | \$8,640          |
| Console Installation - For Municipal Agencies   | 40 hours         | \$135.00      | \$5,400          |
| Control Station Installation                    | 8 hours          | \$135.00      | \$1,080          |
| System Optimization                             | 32 hours         | \$135.00      | \$4,320          |
| Training  | 64 hours         | \$135.00      | \$8,640          |
| Site Audit                                      | 16 hours         | \$135.00      | \$2,160          |
| Acceptance Testing: Functional                  | 64 hours         | \$135.00      | \$8,640          |
| Acceptance Testing: Coverage                    | 64 hours         | \$135.00      | \$8,640          |
| Cutover<br>(12 hours per month for 8 months)    | 96 hours         | \$135.00      | \$12,960         |
| Finalize  | 15 hours         | \$135.00      | \$2,025          |
| <b>Labor Total</b>                              | <b>640 hours</b> |               | <b>\$86,400</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.

\* 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

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)



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

**Record Tracking**

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Holder: Courtney Hardy  
courtney.hardy@milwaukeecountywi.gov

Location: DocuSign

**Signer Events**

Chris Abele  
cabele@milwcnty.com  
County Executive  
Milwaukee County  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered  
ID:

**Signature**

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Amy Pechacek  
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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Electronic Record and Signature Disclosure: Not Offered  
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Mark A Grady  
corp counselsignature@milwcnty.com  
Deputy Corporation Counsel  
Milwaukee County  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered  
ID:

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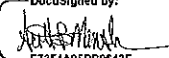
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**Signer Events**

Scott B. Manske  
 comptrollerssignature@milwcnty.com  
 Comptroller  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure: Not Offered  
 ID:

**Signature**

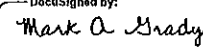
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Mark A Grady  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure: Not Offered  
 ID:

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Christine Westrich  
 christine.westrich@milwaukeecountywi.gov  
 Security Level: Email, Account Authentication (None)

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**Editor Delivery Events**

**Status**

**Timestamp**

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**Intermediary Delivery Events**

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**Certified Delivery Events**

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**Timestamp**

**Carbon Copy Events**

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**Timestamp**

**Notary Events**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

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| Completed           | Security Checked | 8/12/2015 2:58:21 PM CT |

**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:**

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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.

**To request paper copies from Wisconsin Milwaukee County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must 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 address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**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 |
|-----------------------------------|

\*\* 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:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- 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.



## Certificate Of Completion

|   |                                 |
|---|---------------------------------|
| Envelope Id: 0D1237A6DFE845DA81D2D58ADFFC4E33   | Status: Completed               |
| Subject: Please DocuSign: Amendment No. 1 to Prof Svcs Agreement CDX Wireless 6 14 2016.pdf |                                 |
| Source Envelope:  |                                 |
| Document Pages: 54  | Signatures: 7                   |
| Certificate Pages: 5  | Initials: 0                     |
| AutoNav: Enabled  | Envelope Originator:            |
| Envelopeld Stamping: Enabled  | Erik Viel                       |
| Time Zone: (UTC-06:00) Central Time (US & Canada)   | 901 N 9th St                    |
|   | Ste 301                         |
|   | Milwaukee, WI 53233             |
|   | erik.viel@milwaukeecountywi.gov |
|   | IP Address: 204.194.251.5       |

## Record Tracking

|                      |                                 |                    |
|----------------------|---------------------------------|--------------------|
| Status: Original     | Holder: Erik Viel               | Location: DocuSign |
| 6/30/2016 1:31:25 PM | erik.viel@milwaukeecountywi.gov |                    |

## Signer Events

Amy Pechacek  
 Amy.Pechacek@milwaukeecountywi.gov  
 Director of Risk Management  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 2/25/2014 12:36:39 PM  
 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

## Signature

DocuSigned by:  
  
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 Using IP Address: 204.194.251.5

## Timestamp

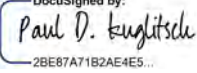
Sent: 6/30/2016 1:42:34 PM  
 Viewed: 7/1/2016 8:58:05 AM  
 Signed: 7/1/2016 9:03:25 AM

Christine Westrich  
 Christine.Westrich@milwaukeecountywi.gov  
 Director, OEM  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 6/30/2016 6:15:31 PM  
 ID: 1effe9e7-c4f4-412f-8e6f-04bc7f475dbc

DocuSigned by:  
  
 Christine Westrich  
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 Using IP Address: 204.194.251.4

Sent: 6/30/2016 1:42:34 PM  
 Viewed: 6/30/2016 6:15:31 PM  
 Signed: 6/30/2016 6:15:54 PM

Paul D. Kuglitsch  
 corpcounselsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

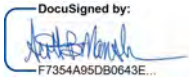
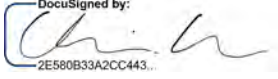
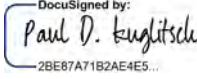
DocuSigned by:  
  
 Paul D. Kuglitsch  
 2BE87A71B2AE4E5...  
 Using IP Address: 204.194.251.5

Sent: 6/30/2016 1:42:34 PM  
 Viewed: 7/7/2016 4:27:54 PM  
 Signed: 7/7/2016 4:28:16 PM

Rick Norris  
 Rick.Norris@milwaukeecountywi.gov  
 CDBP Director  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

DocuSigned by:  
  
 Rick Norris  
 AD4C84D4023E450...  
 Using IP Address: 204.194.251.5

Sent: 6/30/2016 1:42:34 PM  
 Viewed: 7/5/2016 9:11:09 AM  
 Signed: 7/5/2016 9:12:09 AM

| Signer Events  | Signature  | Timestamp   |
|--|--|---|
| <p>Scott B. Manske<br/> comptrollersignature@milwcnty.com<br/> Comptroller<br/> Milwaukee County<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>               | <p>DocuSigned by:<br/> <br/> F7354A95DB0643E...</p> <p>Using IP Address: 204.194.251.5</p>                        | <p>Sent: 6/30/2016 1:42:34 PM<br/> Viewed: 6/30/2016 4:19:13 PM<br/> Signed: 6/30/2016 4:29:53 PM</p>   |
| <p>County Executive<br/> cabele@milwcnty.com<br/> County Executive<br/> Milwaukee County<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p>                       | <p>DocuSigned by:<br/> <br/> 2E580B33A2CC443...</p> <p>Using IP Address: 184.59.3.19<br/> Signed using mobile</p> | <p>Sent: 7/7/2016 4:28:19 PM<br/> Viewed: 7/10/2016 8:08:36 PM<br/> Signed: 7/10/2016 8:09:07 PM</p>    |
| <p>Paul D. Kuglitsch<br/> corpcounsignature@milwcnty.com<br/> Deputy Corporation Counsel<br/> Milwaukee County<br/> Security Level: Email, Account Authentication (None)<br/> Electronic Record and Signature Disclosure:<br/> Not Offered via DocuSign<br/> ID:</p> | <p>DocuSigned by:<br/> <br/> 2BE87A71B2AE4E5...</p> <p>Using IP Address: 204.194.251.5</p>                        | <p>Sent: 7/10/2016 8:09:09 PM<br/> Viewed: 7/11/2016 10:34:55 AM<br/> Signed: 7/11/2016 10:35:19 AM</p> |

| In Person Signer Events             | Signature        | Timestamp             |
|-------------------------------------|------------------|-----------------------|
| <b>Editor Delivery Events</b>       | <b>Status</b>    | <b>Timestamp</b>      |
| <b>Agent Delivery Events</b>        | <b>Status</b>    | <b>Timestamp</b>      |
| <b>Intermediary Delivery Events</b> | <b>Status</b>    | <b>Timestamp</b>      |
| <b>Certified Delivery Events</b>    | <b>Status</b>    | <b>Timestamp</b>      |
| <b>Carbon Copy Events</b>           | <b>Status</b>    | <b>Timestamp</b>      |
| <b>Notary Events</b>                |                  | <b>Timestamp</b>      |
| <b>Envelope Summary Events</b>      | <b>Status</b>    | <b>Timestamps</b>     |
| Envelope Sent                       | Hashed/Encrypted | 7/10/2016 8:09:09 PM  |
| Certified Delivered                 | Security Checked | 7/11/2016 10:34:56 AM |
| Signing Complete                    | Security Checked | 7/11/2016 10:35:19 AM |
| Completed                           | Security Checked | 7/11/2016 10:35:19 AM |

**Electronic Record and Signature Disclosure**

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- 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 |
|-----------------------------------|

\*\* 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.

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- 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.