



June 18, 2015

Mr. Dave Schumacher
Superintendent of Water Production
City of Aurora
1111 Aurora Avenue
Aurora, IL 60505

Subject: Remote Site Video Cameras 2015
BWCSI Job Number 150552.50 Rev 1

Dear Mr. Schumacher:

As requested, following is B&W Control Systems Integration's (BWCSI's) proposal for providing video system improvements at the . The project includes providing two video cameras for each tower site, providing additional storage for the existing video server, configuring the cameras, and configuring the existing video management software.

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Scope of Services

Equipment

BWCSI will provide the following equipment:

- Six (6) Axis Q6045-E PTZ dome cameras with POE injectors (same model installed at the
- Six (6) mounting brackets for the cameras suitable for the location where the cameras will be installed. Bracket selection will be finalized with the City when the City chooses the final installation location.
- Six (6) Milestone video software device licenses with two years support for the cameras.
- One (1) QNAP TS-453U Pro NAS Server with the following specifications:
 - Intel Celeron Quad-core 2 GHz processor.
 - Four total bays.
 - 4 GB RAM
 - Rack mountable, 1U space factor.
 - Includes four (4) 4-TB internal hard drives for total usable storage of approximately 10 TB, configured for RAID 5.

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Labor

Project Management

- Plan, schedule, and coordinate the activities that must be performed to complete the project.

Configuration

- Configure each camera, Milestone software, and NAS storage device to integrate the new cameras into the existing video server similar to the Barnes Road Tower and Southeast Standpipe cameras.

Documentation

- Provide the following documentation in electronic format to the City:
 - Updated Visio network diagram.
 - Copy of camera configuration details.

OWNER Responsibilities

- OWNER staff will be responsible to install the cameras, including all cabling.
- OWNER is responsible to provide any network equipment (Ethernet switches, routers, etc.) required to enable the network connection between the water towers and the Water Treatment Plant. OWNER is responsible for any network equipment configuration and will provide camera IP addresses to BWCSI.
- OWNER is responsible for providing access to the OWNER's video server during configuration.

Fee

Our fee for the above scope is a lump sum of \$34,080.

This agreement is valid for 90 days from the date of this proposal.

Terms & Conditions

Refer to attached Standard Terms & Conditions document.



Acceptance

If this proposal is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

B&W CONTROL SYSTEMS
INTEGRATION, LLC

Michael D. Klein, PE
Automation Department Manager
MDK

Christopher T. Sosnowski, PE
President

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AUTHORIZATION BY

Signature/Date: _____

Printed Name and Title: _____

*Above signature implies acceptance of the attached **STANDARD TERMS & CONDITIONS, Rev 3.***



Standard Terms and Conditions

(REV 3)

1. The submitted proposal and these Standard Terms & Conditions constitute and are herein referred to as the Agreement.
2. B&W Control Systems Integration, LLC is herein referred to as BWCSI, and the party with whom BWCSI is entering into this Agreement with is herein referred to as OWNER.
3. BWCSI may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the OWNER upon receipt of BWCSI's invoice for services. Payments to BWCSI after (60) consecutive calendar days from the date of BWCSI's invoice for services shall include an additional late payment charge computed at an annual rate of twelve percent (12%) from date of BWCSI's invoice; and BWCSI may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement until BWCSI has been paid in full all amounts due for services, expenses, and late payment charges.
4. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the OWNER may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, BWCSI shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the OWNER shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by BWCSI.
5. BWCSI agrees to hold harmless and indemnify the OWNER and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by BWCSI's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the OWNER or other consultants, contractors or subcontractors working for the OWNER, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of BWCSI and the OWNER they shall be borne by each party in proportion to its negligence.
6. The OWNER acknowledges that BWCSI is a Limited Liability Company and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.
7. The OWNER and BWCSI agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.
8. For the duration of the project, BWCSI shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from BWCSI's negligence in the performance of services under this Agreement. The OWNER shall be named as an additional insured on BWCSI's general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

Workers Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5,000,000 per claim and aggregate
General Liability:	\$1,000,000 per claim	Professional Liability:	\$5,000,000 per claim
	\$2,000,000 aggregate		\$5,000,000 aggregate
Automobile Liability:	\$1,000,000 combined single limit		
9. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of BWCSI and their officers, directors, employees, agents, and any of them, to the OWNER and anyone claiming by, through or under the OWNER, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of BWCSI or their officers, directors, employees, agents or any of them, hereafter referred to as the "OWNER's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to BWCSI by their insurers in settlement or satisfaction of OWNER's Claims under the terms and conditions of BWCSI's insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.
10. BWCSI is responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Custom Developed Applications and other services furnished or required under this Agreement, and shall endeavor to perform such services with the same skill and judgment which can be reasonably expected from similarly situated professionals.
11. The OWNER may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by BWCSI. If such changes cause an increase or decrease in BWCSI's fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by BWCSI shall be furnished without the written authorization of the OWNER.
12. All Drawings, Custom Developed Applications, and other documents prepared or furnished by BWCSI pursuant to this Agreement are instruments of service in respect to the project, and BWCSI shall retain the right of reuse of said documents and electronic media by and at the discretion of BWCSI whether or not the project is completed. Electronic copies of BWCSI's documents for information and reference in connection with the use and occupancy of the project by the OWNER and others shall be delivered to and become the property of the OWNER; however, BWCSI's documents are not intended or represented to be suitable for reuse by the OWNER or others on additions or extensions of the project, or on any other project. Any such reuse without verification or adaptation by BWCSI for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to BWCSI, and the OWNER shall indemnify and hold harmless BWCSI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
13. Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
14. This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.