

STATEMENT OF WORK

Project Name:	Route 59	Seller Representative: John Jordan 312 467 0065 jjordan@quantumcrossings.com
Customer Name:	City of Aurora (IL)	
CDW Affiliate:	CDW Government LLC	Solution Architect: Partner
SOW Created Date:	January 24, 2018	
Version:	1	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the date signed by both parties (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and City of Aurora (IL) (“**Customer**” and “**you**”).

PROJECT DESCRIPTION

PROJECT SCOPE

This price is also based on the following clarifications & qualifications:

- All work is based on Normal Working Hours.

SCOPE

Customer has requested Provider to quote the design, procurement, installation and configuration of an update for the video system at Route 59. This upgrade includes adding four (4) additional camera licenses for the existing parking lot cameras; adding encoders to support the seven (7) interior cameras, relocation of one camera on pole and maintaining connectivity to cabinet located on the pole, adding an additional camera exterior above the door of the communications shelter, adding one (1) camera interior to the communications shelter, and adding one (1) camera to an existing pole to look at the back of the building; necessary Genetec licensing for Customer City Hall system for new cameras. Excluded from the scope is ensuring that the necessary storage and throughput is available on the existing archiver(s) at City Hall as this information was not available. Provider has provided the anticipated storage requirements for 90 days of storage and the anticipated bandwidth required so that Customer can ensure that adequate storage and bandwidth are available.

ANALOG CAMERA UPGRADE

The existing cameras are analog cameras. These will be connected to an encoder that is tied to an existing network switch at the location. It has been assumed that the current cabling to the existing cameras is sufficient and that the existing analog cameras are working. Testing of the coax cables has been excluded from this proposal. Provider has assumed that a circuit to power the new encoder is available. Table 1 indicates the encoder selections and storage requirements as anticipated utilizing Axis Design tool.

- Procure, install, configure, and integrate two (2) Axis M7014 encoders – existing cabling assumed good
- Procure and install two (2) Cat6e cable from encoder locations to closet – distance not to exceed 50’

ADDITIONAL CAMERAS

During discussions three (3) additional camera were requested. The first is exterior above communications shelter and would be an Axis P3367-VE. The second is interior to the communication shelter and would be an Axis P3364. The last is a pole mounted cameras to cover the back of the building and would be a P3367-VE. Provider has assumed that a circuit to power

the new encoder is available. Table 2 indicates the camera selections and storage requirements as anticipated utilizing Axis Design tool.

- Procure, install, configure, and integrate one (1) Axis P3364 cameras with wall mount
- Procure, install, configure, and integrate one (1) Axis P3367-VE cameras with wall pendant mount.
- Procure, install, configure, and integrate one (1) Axis P3367-VE cameras with pole pendant mount.
- Procure and install three (3) Cat6e cable from camera locations to closest POE switch – distance not to exceed 50'

GENERAL

All options mention above include time and labor to perform any necessary configuration and installation task as described.

ASSUMPTIONS

1. Customer IT department to ensure that existing Archiver has adequate storage capacity
2. Customer IT department to ensure that existing Archiver has adequate bandwidth capacity
3. Customer IT department will provide switch adequate to meet the needs of the camera system (5 total ports – 3 with POE+ capability)
4. Customer will provide passwords to be utilized for the system

EXCLUSIONS

- Performance & payment bonds (Can be quoted as an adder)
- Permits and inspection fees
- Dumpsters
- Separate workforce toilet facilities
- Mobile Storage or office trailers
- Environmental remediation or abatement of any kind
- Patching or painting of conduit or surfaces
 - Special safety requirements not communicated during the time of bid
 - Special insurance requirements

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$9,630.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 65 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Project Manager – Per Hour	\$150.00	4	\$600.00
Senior Engineer – Per Hour	\$180.00	2	\$360.00
Field Engineer – Per Hour	\$150.00	17	\$2,550.00
Electrician – Per Hour	\$135.00	32	\$4,320.00
Project Manager	\$180.00	10	\$1,800.00
Estimated Totals		65	\$9,630.00

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

EXPENSES

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photocopies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).



PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.cdwg.com (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

City of Aurora (IL)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mailing Address:

Mailing Address:

230 N. Milwaukee Ave.

Street: _____

Vernon Hills, IL 60061

City/ST/ZIP: _____

Mike Primus

Billing Contact (If different than above):

Street: _____

City/ST/ZIP: _____

EXHIBIT A

Table 2

Camera Name	Manufacturer	Model	QTY	RESOLUTION	FRAME RATE	REC (MBit/s)	Storage (TB)	Scenario
Encoder	AXIS	M7014	7	VGA	18	2.93	2.84	Reception (Low Light)
Interior	AXIS	P3364	1	720p	30	1.75	1.59	Reception (Low Light)
Exterior	AXIS	P3367-VE	2	1080p	30	7.52	7.31	Intersection
Totals			10			12.2	11.74	

MANUFACTUER	PART NUMBER	DESCRIPTION	MSRP	UNIT COST	QTY	COST
GENETEC	GSC-0m-E-1C	1 CAMERA CONNECTION	\$ 250.00	\$ 203.13	12	\$ 2,437.50
GENETEC	ADV-CAM-E-1Y	GENETEC™ ADVANTAGE FOR 1 OMNICAST ENTERPRISECAMERA – 1 YEAR	\$ 50.00	\$ 40.63	12	\$ 487.50
GENETEC	ADV-CAM-E-1M	GENETEC™ ADVANTAGE FOR 1 OMNICAST ENTERPRISECAMERA – 1 MONTH	\$ 4.20	\$ 3.41	108	\$ 368.55
AXIS	M7014	AXIS M70 Video Encoder Series	\$ -	\$ 317.69	2	\$ 635.38
ORTRONICS	SC6R50DB-06	CBL ASSY MOD 8, DOUBLE END CAT6 IP5 SOLID PVC T568B 50FT BLUE	\$ -	\$ 43.23	2	\$ 86.45
AXIS	5503-431	NETWORK CABLE COUPLER IP66	\$ -	\$ 30.78	1	\$ 30.78
HOFFMAN	ESHA19	SHELF VENTED SINGLE-SIDED BLACK	\$ -	\$ 71.11	1	\$ 71.11
AXIS	P3364-V	AXIS P3364-V NETWORK CAMERA	\$ 699.00	\$ 672.79	1	\$ 672.79
AXIS	P3367-VE	AXIS P3367-VE NETWORK CAMERA	\$ 1,199.00	\$ 1,154.04	1	\$ 1,154.04
AXIS	P33VE PENDANT	AXIS P33-VE NETWORK CAMERAS PENDANT KIT	\$ 49.00	\$ 47.16	2	\$ 94.33
AXIS	T91H61	AXIS T91H61 WALL MOUNT	\$ 175.00	\$ 168.44	2	\$ 336.88
AXIS	T91A47	AXIS T91A47 Pole Mount	\$ -	\$ 83.94	1	\$ 83.94
ORTRONICS	SC6R50DB-06	CBL ASSY MOD 8, DOUBLE END CAT6 IP5 SOLID PVC T568B 50FT BLUE	\$ -	\$ 43.23	1	\$ 43.23
		MISC INSTALLATION MATERIAL	\$ -	\$ 187.50	3	\$ 562.50
			\$ -	\$ -	0	\$ -
			\$ -	\$ -	0	\$ -
BASE EQUIPMENT TOTAL						\$ 7,064.95
LABOR TYPE			RATE	HOURS	COST	
PROJECT MANAGEMENT			\$ 125.00	4	\$ 500.00	
SENIOR ENGINEER			\$ 150.00	2	\$ 300.00	
FIELD ENGINEER			\$ 125.00	17	\$ 2,125.00	
ELECTRICIAN			\$ 120.00	32	\$ 3,840.00	
BASE LABOR TOTAL						\$ 6,765.00
BASE PROJECT TOTAL						\$ 13,829.95



EXHIBIT B.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
44 E. Downer Place Aurora, IL	<input type="checkbox"/> Assessment <input type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work