



STATEMENT OF WORK

WIRELESS ASSESSMENT

Prepared for
CITY OF IRVINE

SOW Generated on January 13, 2023

This Statement of Work (SOW) is made and entered into between **Network Integration Company Partners, Inc.** hereinafter referred to as “NIC Partners” and **CITY OF IRVINE**, hereinafter referred to as “CUSTOMER”. This SOW defines the services and deliverables that NIC Partners shall provide to the Customer under the terms of the Agreement (“Services”). The terms of this SOW are limited to the scope of this document and shall not be applicable to any other SOW, which may be executed and attached to this Agreement. Acceptance of this proposal is subject to the standard NIC Partners Terms and Conditions attached herewith.

The information contained in this Statement of Work is **confidential** and **privileged**. It is intended to be reviewed only by the Organization named above. If you are not an authorized employee of the organization, you are hereby notified that any review, dissemination or copying of this Statement of Work is prohibited.

Prepared For: City of Irvine Nick Rycroft (949)724-6000	Prepared By: Greg Mantooth gmantooth@nicpartnersinc.com 909-919-2830	Account Manager: Matt Robbart Sr. AM / NIC Partners mrobbart@nicpartnersinc.com 909-257-2733
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CITY OF IRVINE - Wireless Assessment**PROJECT OVERVIEW**

City of Irvine has requested that NIC Partners perform a wireless assessment to create heat maps of identified locations and recommend infrastructure for wireless coverage. The assessment will include the following:

- Discovery and documentation of the wireless network infrastructure
- A wireless survey for each location

PROJECT SPECIFICATIONS**In Scope Locations**

The locations listed below shall be included in the scope of this project:

Civic Center COI	1 Civic Center Plaza
Civic Center Public Safety	2 Civic Center Plaza
Spectrum Substation	Irvine Spectrum
Deerfield Community Park	55 Deerwood West
Harvard Community Park	14701 Harvard Ave.
Heritage Community Park	14301 Yale Ave
Lakeview Senior Center	20 Lake Road
Turtle Rock Community Park and Nature Center	1 Sunnyhill Drive
University Community Park	1 Beech Tree Lane
Woodbury Community Park	130 Sanctuary
Sweet Shade Neighborhood Park	15 Sweet Shade
Bill Barber Park	4 Civic Center Plaza
Trabuco Senior Center	5701 Trabuco Road
Quail Hill Community Park	35 Shady Canyon Drive
Cypress Community Park	255 Visions
Fine Arts Center	14321 Yale Ave.
Las Lomas Community Park	10 Federation Way
Rancho Senior Center	3 Ethel Coplen Way
William Wollett Aquatic Center	4601 Walnut Ave
Northwood Community Park	4531 Bryan Ave.
Portola Community Center	900 Tomato Springs
Los Olivos Community Center	101 Alfonso
Irvine Civic Center	1 Civic Center Plaza
Great Park	
Visitors Center	
Artist Studio	
Art Gallery	
Hanger	
Operations Trailer	

CITY OF IRVINE - Wireless Assessment



Great Park Sports Park	
Soccer Stadium	
Baseball Stadium	
Softball Stadium	
Baseball Building F	
Soccer Building D	
Softball Fields Area	
OSF (Operational Support Facility)	6427 Oak Canyon, Irvine, CA 92618

CITY OF IRVINE - Wireless Assessment

In Scope Services

In-Scope tasks from this project are outlined below:

Wireless Inventory and Documentation

NIC Partners will access the Customer's wireless controllers and/or infrastructure management software to identify and capture information about existing wireless hardware and features in use.

Subtasks included:

- Review Customer's existing documentation regarding the wireless network
- Discover existing wireless access points and wireless controller platforms (per campus or building)
 - NIPC will access the Customer's existing wireless infrastructure and/or management software to identify wireless equipment and features in use. This information will be documented in a report.
- Analyze equipment data and produce graphs (per campus or building)
- Generate documentation and report output

Wireless Survey

NIC Partners will conduct passive wireless surveys at the designated locations to identify the current wireless coverage pattern and identify areas that have poor signal.

The following parameters shall apply to the wireless surveys:

Subtasks included:

- Passive Survey
 - NIPC will use Ekahau Survey software along with an Ekahau Sidekick appliance to measure the Customer's wireless coverage at the designated locations.
 - The survey will be conducted in 'passive' mode, meaning it will measure all SSIDs present on campus but will not actively associate to the SSIDs.
 - The Sidekick will measure signal for both the 2.4 GHz and 5 GHz spectrum.
 - The Sidekick will collect information about signal interference in both the 2.4 GHz and 5 GHz spectrums.
 - The NIPC Engineer will produce a report from Ekahau showing the data from the assessment and will make notes of areas where coverage should be improved through moving or adding additional wireless access points.
- Prepare report deliverables (per building or campus)

Project Management

NIC Partners, Inc. will assign a project manager for the duration of the project to work closely with an assigned Client representative to ensure proper project coordination and planning.

These activities will include:

- Project kickoff meeting to define project resources and timeline
- Documentation of scheduled project activities
- Weekly Project Status meetings and documented updates as needed
- Coordination of NIC Partners and Customer schedules to ensure successful implementation
- Project closure documentation to formalize end of project

DELIVERABLES

NIC Partners will have completed its responsibilities to this Statement of Work when the following deliverables are complete:

Wireless Inventory and Documentation

- Report module including summary of wireless equipment inventory, EoX milestones, software versions in use, and observations & analysis.

Wireless Survey

- Report (per campus) indicating measured signal patterns and major indicators of wireless health (noise, signal-to-noise ratio, interference, etc.)

PROJECT ASSUMPTIONS AND EXCLUSIONS

- Unless otherwise indicated in this document, it is assumed that all NIC Partners Technicians working on 'public works' projects shall work the 'first shift'. This implies that the Technician(s) shall work no more than (8) consecutive hours, exclusive of meal period, between the hours of 6:00am through 5:00pm, Monday through Friday.
 - NIC Partners will be able to accommodate the Customer in performing work outside of these hours if needed. Doing so, however, may require a change order as California's prevailing wage laws dictate differential pay for 2nd shift, 3rd shift, overtime, and holidays.
- All work will be performed during normal business hours, Monday through Friday, 7:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed to in advance.
- All tasks will be performed over a consecutive timeframe unless otherwise agreed to by all parties.
- Additional charges may apply if the technician must return on-site for any reason outside of the technician's control. Examples of such conditions include:
 - The Customer's designated site contact is not available when Technician arrives, or the Technician is turned away from the job site.
- To gather information from equipment, the equipment must have SNMP community strings enabled and readable from the scanning software. SNMP may use either version 2 or version 3. Read-only access is preferred.
- CLI access must be available. Read-only access is preferred.
- NICIP will attempt to scan all routers and switches. If unscannable equipment is encountered, NICIP will notify the designated Customer contact.
- All scanning is performed over VPN. If the network equipment is not scannable from VPN addresses, NIC Partners will be able to install the scanning software on an internal Windows server provided by the Customer.
- The creation of network diagrams requires full access to equipment CLI and SNMP facilities. If NetBrain CE is unable to pull all data from equipment, then the network diagrams may need to be created by hand and may lack some details.
- End-of-Sale and End-of-Life data is gathered from publicly-posted information provided by the equipment manufacturer(s). This information will be included in the report if the manufacturer has made it available to the general public.
- It is assumed that all areas are accessible to the Engineer performing the wireless survey. If areas are inaccessible, they will be noted as such on the final report and the data for that area may not be included in the final deliverables.

CUSTOMER REQUIREMENTS AND EXPECTATIONS

Client responsibilities for this project are:

- Provide any requirements regarding background checks prior to the start of the project.
 - Note that all NICP Technicians will have passed a State background check.
 - Some areas/regions require a special level of background check for work being completed in a school.
- Provide contractor ID badge for all Technicians (If required)
- The Customer is encouraged to provide any existing network diagrams, equipment configuration templates, or report outputs from network management software prior to the discovery process.
- The Customer shall enable SNMP and CLI (read-only) access to the network equipment prior to the discovery process.
- The wireless controllers and/or wireless management software must be accessible via HTTPS or similar method through the VPN connection.
- The Customer shall provide a scale drawing or map of the area(s) to be surveyed. It is important that the maps are drawn to scale in order for the signal coverage patterns to be accurate. If a scale map is not available, NIC Partners may use Google Earth maps instead, which will lack any internal room partitions.
- The Customer shall designate a single point of contact to assist with the assessment. The designated individual shall point out areas of particular concern within the surveyed environment and shall assist the NICP Engineer with obtaining access to locked rooms or buildings.
- The Customer shall point out specific areas of concern prior to the on-site survey. If specific mechanisms must be engaged to generate interference (i.e., microwaves, wireless cameras, etc.) then those mechanisms should be identified and communicated to the NICP Engineer prior to the survey.
- The Customer shall designate one or more individuals to accompany the NIC Partners Technician(s) throughout the site walks in order to identify wiring closet locations and unlock doors.
- The Customer shall provide existing diagrams or documentation regarding wiring closet locations.

OUT OF SCOPE SERVICES

NIC Partners, Inc. is responsible to perform only the Services described in this Statement of Work Agreement. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of scope. All services requested outside of this SOW as detailed above will require a “Change Order” before any services are performed. “Change Order” must be agreed upon by all parties and signed. Specific examples from this project may be listed below.

- All scanning and analysis shall be performed remotely via VPN. On-site visits are not included in the scope of the Router/Switch, Wireless, and Network Security sections of this project. On-site visits are included in the scope of the Wireless Survey sections of this project.
- The wireless assessment will primarily cover indoor areas. The NIC Partners engineer will measure signal in outdoor areas where large groups of individuals congregate (outdoor lunch tables, sports field bleachers, aquatic centers, etc.) but other outdoor areas are excluded from the scope of this project.
- Cable testing is not included in the scope of this project; It is available as an optional service outside the scope of this project.

REVISION NOTES

01/13/2023 – Initial draft

TIMELINE

The actual project timeline will be agreed upon during the Project Planning phase. It is estimated that this assessment may take 4 – 8 weeks to complete depending on ease of access to network resources and availability of NICP Engineers and/or Cable Technicians.

CUSTOMER RESPONSIBILITIES

If the project is to be successful, Customer must commit to the following general obligations unless specifically specified otherwise in this SOW:

1. Provide approved purchase orders in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase where needed.
2. Appoint a lead technical resource that will be the point of contact for all technical questions.
3. Meet with the NIC Partners Engineer(s) to provide adequate input into the design requirements.
4. Ensure that adequate physical access to project locations (rooms, equipment, and wall jacks) be afforded to NIC Partners personnel such that they can complete the integration and design work in a timely manner.
5. Provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges. Access shall be granted to servers and/or desktop PCs when required to accomplish the goals of the project.
6. Ensure customer-provided wiring is in place and functioning per manufacturer specifications.
7. Customer is responsible for all cabling and cross-connecting of wires needed to complete any of the project tasks unless otherwise specified in the statement of work.
8. Customer is responsible for providing patch cords for all newly installed equipment unless new cables are indicated in the bill-of-materials. IP Phones come with a single patch cord out of the box.
9. Configuration outside of the requirements for the product being installed will not be performed unless explicitly stated in the 'Project Specifications' section of this document. NIC Partners and the customer must agree jointly on a configuration change and document that change as a Change Order to the project.
10. Customer shall provide the necessary power (voltage/AMPs/receptacle form factor) and access to power sources for all equipment being installed unless otherwise specified in the statement of work.
11. If customer-provided racks/enclosures are used, sufficient space must be afforded to fit new the equipment. If the new equipment will not fit in existing racks/enclosures, a change order may be issued by NIC Partners, which may potentially result in additional labor and/or cost.
12. Customer shall provide adequate cooling for all equipment being installed with this project. Most equipment is rated for a maximum temperature of 104°F.
13. Customer is responsible for the installation and configuration of software on end-users' PCs/Macs/Chromebooks/etc (unless indicated otherwise in the 'Project Specifications' section of this document).
14. Customer shall ensure accuracy of data/information supplied to NIC Partners.
15. For VoIP projects, the Customer shall provide NIC Partners with appropriate extensions, specific codes and zone information for paging.
16. Customer shall provide a complete list of any required usernames and logon IDs where needed.
17. Customer shall assist in the development and validation of test plans required for project closeout.
18. Customer is responsible for all system backups upon project completion.
19. Customer shall provide adequate training facilities if end-user training is included in the project.
20. Customer understands that training on any NIC Partners-installed hardware or software is not provided unless specifically written in Project Specifications section of this SOW.
21. Customer understands that change orders issued after project commencement will be evaluated for impact to the project and may result in the need for additional time and cost.

ACCEPTANCE CRITERIA

NIC Partners will determine, in conjunction with the customer at the customer kickoff meeting, what the acceptance criteria will be for this project to enable a successful completion to the satisfaction of both NIC Partners and Customer. These criteria are used to demonstrate the successful installation and operation of the required services for Customer and this project within the scope of this Statement of Work.

During this project, NIC Partners may request that you initial and date each criterion to signify acceptance. Upon successful completion of all tests, NIC Partners will provide Customer with a Project Completion Form. Customer agrees to promptly sign the Project Completion Form to confirm the completion of the project described in this Statement of Work. Please see **Appendix C - Completion Certificate** at the end of this document.

If additional work other than that listed in this SOW Project Specifications is required, NIC Partners reserves the right to document and incorporate a Change Order to this Statement of Work. Please see **Appendix B - Change Order Request Form**, at the end of this document.

PROJECT PRICING

Please refer to NICP Quote 46382

PAYMENT SCHEDULE

NIC Partners will bill 100% of equipment and materials upon receipt and 25% of labor upon execution of contract. Additional labor invoices shall be submitted once a month for labor performed during that month.

CANCELLATION OF CONTRACT

A 30-day notice must be given in writing for all cancellation or change in personnel requests. If the customer requests a new project lead/consultant, NIC Partners will work to fill that role as soon as possible within that 30-day period.

If the customer cancels the contract after work has been performed, customer is liable for services completed to date. Customer agrees to pay for the amount of services rendered.

CITY OF IRVINE - Wireless Assessment



PROPOSAL ACCEPTANCE / CHANGE MANAGEMENT PROCEDURES

After both parties sign this Statement of Work document, no change to the statement of work shall be entertained by either party unless both parties agree to and sign a completed Change Order Request (Appendix B).

Engineering support not specified in this Statement of Work is billable at published hourly rates. Any delays caused by the customer’s equipment, facility, personnel, or network provider shall be billed on a time and materials basis in one-hour minimums. Services provided do not include troubleshooting problems related to existing network infrastructures. NIC Partners is not liable for configurations or integration work not performed by NIC Partners.

AGREEMENT PROVISIONS: This agreement includes the attached terms and conditions and any amendments which have been signed by both parties.

Network Integration Company Partners, Inc.

By: DocuSigned by:
Stephen Monteros
Name: Stephen Monteros
Title: Vice President of Sales
Date: 1/16/2024

CITY OF IRVINE

By: DocuSigned by:
Dahle Bulosan
Name: Dahle Bulosan
Title: Director of Administrative Services
Date: 1/24/2024

CITY OF IRVINE

By: DocuSigned by:
Carl Peterson
Name: Carl Peterson
Title: City Clerk
Date: 1/25/2024

CITY OF IRVINE

By: DocuSigned by:
Jeffrey T. Melching, City Attorney
Name: Jeffrey Melching
Title: City Attorney
Date: 1/25/2024

CITY OF IRVINE - Wireless Assessment**STANDARD TERMS AND CONDITIONS**

PAYMENT TERMS: NIC Partners will bill 100% of equipment and materials upon receipt and 25% of labor upon execution of contract. Additional labor invoices shall be submitted once a month for labor performed during that month. A late payment charge of 1 ½ % per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are 'payment in full' prior to shipping. Customer agrees to pay finance charge on all overdue balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of 1 ½% (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or hereafter imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by NIC PARTNERS.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00) in accordance with ATTACHMENT I.

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. The cost of such bonds is to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or

CITY OF IRVINE - Wireless Assessment

like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not

been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law.

SPECIAL CIRCUMSTANCES / COVID-19: Contractor shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. Contractor may be entitled to a reasonable change order for any time and costs incurred due to said epidemic(s). As an example, if NIC Partners technicians are scheduled to be on-site for 8 hours and are sent home after 4 hours due to COVID-related campus closures, NIC Partners may consider issuing a change order for the 4 remaining hours. No change orders shall be issued without discussion and agreement between the NICP Project Manager and the Customer.

APPENDIX A – PROJECT APPROACH

NIC Partners will provide the following services in a phased or milestone approach to ensure the most accurate and successful deployment of product and services for the project. There are three distinct phases that make this project, which are outlined below. NIC Partners will provide project coordination on behalf of the customer to help ensure a successful deployment.

The NIC Partners approach includes a dedicated Project Manager who will work with the Customer in prioritizing and developing a project plan with agreed timelines, payment milestones, and completion criteria. The Project Manager will work with the Customer to develop a communications plan which outlines the communications process expected by the Customer throughout the project lifecycle. The Project Manager will conduct weekly status meetings (or as required) with the customer to address progress of the project and to resolve any outstanding issues before moving on to new tasks or phases. Our experienced Project Manager will become the single point of contact for the project in all its phases and will provide a consistent communication link with identified Customer employees. All work will be scaled to be within the scope as stated herein.

- Phase 1: Project Planning and Design
- Phase 2: Project Implementation, Cutovers and Testing
- Phase 3: Project Documentation and Closeout

Phase 1: Project Planning and Design

Objectives & Scope

- 1) NIC Partners Project Management will work with the customer to plan and design the required management type components to successfully implement the proposed solution(s). NIC Partners will include the following (where applicable):
 - a) High-level project schedule
 - b) Develop the project phase and or milestone sign-off forms
 - c) Develop the payment schedule (tie to Project phases, equipment list and/or WBS)
 - d) Develop the project equipment transmittal form requirements

- 2) NIC Partners Project Management will work with the customer to plan and design for the physical component requirements to successfully implement the proposed solution(s). NIC Partners will include the following (where applicable):
 - a) Customer site and or location staging requirements
 - b) Review the physical locations and options for power and network connectivity
 - c) Identify and determine of method of access for project teams and staff to project sites

- 3) NIC Partners Project Management will work with the customer to plan and design for the logical component requirements to successfully implement the proposed solution(s). NIC Partners will plan for the following (where applicable):
 - a) Equipment Information Sheet requirements (EIS)
 - i) Asset tag requirements
 - ii) Special labeling requirements
 - b) Design requirements
 - c) IP and Naming convention requirements
 - d) Security access plans (usernames, passwords, ACS integration, etc.)

CITY OF IRVINE - Wireless Assessment

- e) Quality of Service requirements (QoS)
 - f) Backup systems and or policies
- 4) NIC Partners Project Management will work with the customer to plan and design for the testing component requirements to successfully implement the proposed solution(s). NIC Partners will include the following for NIC Partners provided equipment (where applicable):
- a) Physical and logical testing plan
 - b) Testing and site completion plan documents
 - c) Customer specific application testing, if specified in this SOW Project Specifications

Deliverables (if applicable to the project)

Items outlined in the "Objectives & Scope" section above

- a) Project Management documents
 - i) Project Schedules
 - ii) Payment schedules
- b) Physical Planning and Design documents
 - i) Sample site survey reports
 - ii) Badges and or key requirements
- c) Logical Planning and Design documents
 - i) EIS sample document
 - ii) Visio planned designs (one high-level page for new network designs)
 - iii) IP and Naming convention sample document
 - iv) Dial Plans sample document (required for Voice projects only)
 - v) Obtain any required asset tags
 - vi) Sample labels if needed
- d) Testing Plans
 - i) Testing plan and site completion sign form

Phase 2: Project Implementation, Testing and Cutovers

Objectives & Scope

- 1) This section should include project and or site-specific information to deploy the equipment to and in the customer's site and network along with testing and sign-off documents (where applicable).
 - a) Oversight of NIC Partners Engineering Deployment Procedures
 - b) Customer-specific requirements as outlined in the Planning and Design phase above
 - c) Time and location for delivery of equipment, along with customer-required signatures and approvals
 - d) Install and test all equipment per NIC Partners testing plan and project or site-specific testing plan as developed in the Planning and Design phase
- 2) Project and/or site-specific cut-over requirements as outlined from the Planning and Design phase (where applicable)

Assumptions and Exclusions

- 1) See Customer Responsibilities section above.

CITY OF IRVINE - Wireless Assessment

Deliverables (if applicable to the project)

- 1) Signed equipment transmittal(s)
- 2) Signed site-specific, or project testing and sign off form, if required
- 3) Signed customer retired equipment form, if required
- 4) Signed Notification of Completion

Phase 3: Project Documentation and Closeout

Deliverables (if applicable to the project)

- 1) Completed Equipment Information Sheets (EIS)
 - a) Make, model, IP address, MAC address, access (ID, password), and required information
 - b) Physical design documentation; NIC Partners will update customer-provided electronic 2D drawings for cabling projects, where required. NIC Partners will document one page per location that will show location of NIC Partners-provided main components (Surveillance, Access Control, Cable Runs)
 - c) NIC Partners can create a new CAD drawing, at additional costs to the project
- 2) NIC Partners will provide the customer with only basic configurations in printed and electronic format, where possible. Note that installation instructions, how-to user guides, training guides and the like are not provided unless specifically included in this SOW Project Specifications. NIC Partners will assist in providing access to applicable vendor-provided online documentation
- 3) Provide all required maintenance and warranty information



APPENDIX B - CHANGE ORDER REQUEST

In reference to the section titled Change Management Procedures of the above referenced Statement of Work between Network Integration Company Partners, Inc. (NIC Partners) and City of Irvine: both parties hereby certify, by the signature of an authorized representative, that this Change Order shall amend and be fully incorporated into the existing Statement of Work (SOW).

Change Order Number:

1. Reason for Change Request:

2. Changes to SOW:

3. Impact (cost, schedule):

4. Purchase Order Issuance (If applicable):

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Order Request to be fully executed.

Submitted by:

Acknowledged and Agreed:

Network Integration Company Partners, Inc.

CITY OF IRVINE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



APPENDIX C - COMPLETION CERTIFICATE (SAMPLE)

NOTICE OF COMPLETION

Network Integration Company Partners, Inc. (NIC Partners) does hereby notify CITY OF IRVINE that all work performed under the statement of work specified under the below listed purchase order has been completed in accordance with standards and regulations governing such work. This work is ready for your review and as such NIC Partners does hereby request authorization to invoice the full amount as stated in the PO listed below to include any applicable retention percentages, for all work performed.

Customer: CITY OF IRVINE
Project Name: Wireless Assessment

Job Number:
Customer PO:

As an authorized representative of the above listed customer, I do hereby affirm all work has been inspected for thoroughness and compliance and has been completed.

- 1. Customer agrees that the project can be billed complete.

Inspected By:

Name: _____
Customer Authorized Representative

Title: _____

Signature: _____
Customer Authorized Representative

Date: _____

As an authorized representative of the above listed customer, I do hereby authorize Network Integration Company Partners, Inc., (NIC Partners) to invoice 100% of the above listed PO for the work performed at the above listed facility. By signing I do hereby acknowledge this project as accepted as delivered in accordance with the statement of work applicable to this project.

Authorized By:

Name: _____
Customer Authorized Representative

Title: _____

Signature: _____
Customer Authorized Representative

Date: _____

ATTACHMENT I

INSURANCE, INDEMNIFICATION AND FINGERPRINTING REQUIREMENTS

Insurance. Without limiting NIC Partners' indemnification obligations, NIC Partners shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by NIC Partners, its agents, representatives, employees, and/or subcontractors. In the event that NIC Partners subcontracts any portion of the work in compliance with Section 1.8 of this Agreement, the contract between the NIC Partners and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the NIC Partners is required to maintain pursuant to this Section 2.1.

Insurance Coverage Required. The policies and minimum amounts of insurance required hereunder shall be as follows:

A. Comprehensive General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for liability arising out of NIC Partners' performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the each occurrence limit. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of NIC Partners' performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

B. Automobile Liability Insurance with a limit of liability of not less than \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents as additional insured for claims arising out of NIC Partners' performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement.

C. Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the NIC Partners providing any service in the performance of this Agreement. Such insurance shall be endorsed to:

- (1) Waive the insurer's right of Subrogation against the City and City Personnel.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

In the performance of the work under this Agreement, if NIC Partners does not employ any person in any manner so as to become subject to the workers' compensation laws of California, NIC Partners agrees to indemnify, defend, and hold harmless the City of Irvine and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of NIC Partners failure to provide such worker's compensation insurance. NIC Partners agrees that, if firm should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, firm shall forthwith comply with those provisions, immediately furnish insurance certificates evidencing such coverage as set forth herein, and notify the City of the change in status.

D. Professional Liability Insurance with minimum limits of \$1,000,000 each claim. Covered professional services shall include all work performed under this Agreement and delete any exclusion that may potentially affect the work to be performed.

If the NIC Partners maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the NIC Partners.

E. Cyber Liability Insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$1,000,000 covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. Such insurance shall be endorsed to:

- (1) Name the City of Irvine and its employees, representatives, officers and agents (collectively hereinafter "City and City Personnel") as additional insured for claims arising out of NIC Partners' performance of this Agreement.
- (2) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

F. Evidence of Insurance: NIC Partners shall provide to City a Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Coverage

shall not be suspended, voided, canceled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

The City project title or description MUST be included in the "Description of Operations" box on the certificate.

The City's insurance certificate tracking services provider, Exigis, LLC, will send NIC Partners an email message providing instructions for submitting insurance certificates and endorsements.

Certificate Holder: City of Irvine, California
c/o: Exigis LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668

G. Endorsements: A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements **shall not:**

1. Be limited to "Ongoing Operations"
2. Exclude "Contractual Liability"
3. Restrict coverage to the "Sole" liability of NIC Partners
4. Contain any other exclusion contrary to the Agreement.

H. Any Deductible in Excess of \$100,000 and/or Self-Insured Retentions must be approved in writing by the City.

I. Acceptability of Insurers. Each policy shall be from a company with current A.M. Best's rating of A- VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

J. Insurance of Subcontractors. NIC Partners shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

K. Live Scan Fingerprinting Requirements. Prior to commencing services, NIC Partners are required to successfully pass a Department of Justice fingerprinting background check ("Live Scan") performed by a certified fingerprinting service provider or at the City of Irvine Police Department. The NIC Partners shall be responsible for obtaining the Live Scan for its staff and shall bear the cost thereof. The agency completing the fingerprints must provide the City of Irvine Human Resources with the background check results and subsequent records for review. NIC Partners must

obtain a NIC Partners' badge issued by the City of Irvine Human Resources prior to performing work.

Indemnification. NIC Partners shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of NIC Partners, its employees, agents, representatives or subcontractors which directly or indirectly relate to the work being performed or services being provided under this Agreement, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel in connection therewith:

- A.** NIC Partners shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

- B.** NIC Partners shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

- C.** In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the work being performed or services being provided under this Agreement, NIC Partners shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

These Indemnification provisions are independent of, and shall not in any way be limited by, the Insurance Requirements of this Agreement. City approval of the insurance contracts required by this Agreement does not in any way relieve the NIC Partners from liability under this section.