

**PURCHASE AND INSTALLATION AGREEMENT
FOR UNINTERRUPTIBLE POWER SUPPLY EQUIPMENT
AND INSTALLATION**

THIS PURCHASE AND INSTALLATION AGREEMENT ("Agreement") is made and entered into as of **May 9, 2023** ("Effective Date") by and between the City of Temecula, a California municipal corporation ("City"), and CDW GOVERNMENT LLC, a LIMITED LIABILITY COMPANY ("Contractor").

RECITALS

- A. City desires to engage Contractor to provide and install the following UNINTERRUPTIBLE POWER SUPPLY (UPS) EQUIPMENT AND INSTALLATION SERVICES, as more fully described herein ("Project").
- B. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by the City for the Project, is familiar with all conditions relevant to the performance of services and is committed to perform all work as required by this Agreement.
- C. Contractor represents that Contractor is fully qualified, possesses all required licenses and certifications, and has the experience necessary, to perform the work necessary to complete the Project. City selected Contractor for this Project in substantial reliance on such representations by the Contractor.
- D. Contractor is a registered dealer of UPS EQUIPMENT and has full access to the equipment and special pricing under the OMNIA Partners Agreement **2018011-01** ("Cooperative Contract") and all applicable provisions are incorporated herein.
- E. The City is a member of OMNIA Partners (Member no. **1148668**) and is authorized to use the Cooperative Contract. To the extent the terms of this Agreement conflict with the Cooperative Contract, the terms of the Cooperative Contract shall control.
- F. City and Contractor enter this Agreement in order to set forth terms and conditions governing each party's performance of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein contained, the Parties agree as follows:

1. Scope of Work.

1.1 In consideration of the payment of the purchase price and subject to all the terms and conditions hereof, including applicable provisions of the Cooperative Agreement, Contractor shall provide all tangible items and products, and perform all services, described in the Scope of Services and Fee Schedule attached hereto as Exhibit

"A" and incorporated herein by reference ("Products" and "Services", respectively). Contractor covenants that: (i) it will perform all Services in a manner commensurate with all applicable, professional standards and degree of skill and care; and (ii) all Products will be new and of the highest quality available.

1.2 Contractor shall perform all work set forth in Exhibit A, and shall provide and furnish all the labor, materials, necessary tools, equipment and all utility and transportation services necessary to complete the Project as required herein.

1.3 If the total Contract amount exceeds \$25,000, then Contractor shall provide a payment bond in an amount equal to 100% of the Contract price. If required by the City prior to commencing work, Contractor shall provide a performance bond in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. The performance bond, if required, shall remain in force until written acceptance of the Work and the end of the one (1) year warranty period.

2. Time of Performance. Time is of the essence in the performance of the Services and Contractor shall complete the Project installation, implementation and acceptance testing within the times set forth in Exhibit A. The failure by Contractor to meet this schedule may result in termination of this Agreement by City.

3. Term. Unless earlier terminated in accordance with Section 18 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the Services.

4. Compensation.

4.1 City shall pay Contractor for the Services on a fixed fee, not-to-exceed basis, in accordance with the provisions of this Section and Exhibit A. Contractor's total and complete compensation for all Services satisfactorily performed and Products properly provided, shall not exceed **Two Hundred Ninety-Four Thousand, Seven Hundred Sixteen Dollars and Fifty-Six Cents (\$294,716.56)**, unless otherwise agreed upon in writing.

4.2 Contractor shall submit invoices to City describing the Services performed and/or the specific task in the Scope of Services to which it relates, and the date the Services were performed. City shall pay Contractor no later than thirty (30) calendar days after City approval of the invoice.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit A to this Agreement or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not

reasonably anticipate would be necessary when this Agreement was executed. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit A, or otherwise as agreed upon in writing.

4.5 Unless otherwise agreed upon in writing, Contractor shall provide City with a minimum fourteen (14) days' notice of its date(s) of installation to enable the City to ready the installation site(s) for installation the Products in accordance with the instructions of Contractor, if any. The City shall complete any required site preparation prior to the date installation of the Products begins.

5. Project Manager. Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the term of the Agreement. Contractor has designated Elaine Harkess to be its Project Manager. Contractor shall not remove or reassign the Project Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

6. Administration. This Agreement will be administered by the City Manager or designee, who shall be the Project Administrator and shall have the authority to act for City under this Agreement.

7. Type and Installation of Materials/Standard of Care.

7.1 Contractor shall use only the only materials and Products described in Exhibit A in performing the Services. Any deviation from the materials or Products described in Exhibit A shall not be permitted unless approved in advance in writing by the Project Administrator.

7.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with industry-wide professional standards. All Services shall be performed by qualified and experienced personnel.

7.3 At all times during the term of this Agreement, Contractor shall possess a valid and current Class A, B, C-61/D12, C-61/D34 California Contractor's License to perform the work. Contractor hereby certifies that it holds the required license(s), License No. 840892.

8. Indemnification.

8.1 If services herein are deemed "design professional services," under California Civil Code § 2782.8(a), Contractor shall be liable for liabilities arising out of "design professional services", in accordance with § 2782.8(a). In no event shall the cost to defend the Indemnitees that is charged to Contractor, exceed Contractor's proportionate percentage of fault.

8.2 Contractor shall perform all Project work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall perform work as specified in Exhibit A to limit impacts to traffic during the installation period. Contractor shall be liable for any private or public property damaged during the performance of the Project work.

8.3 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

9. Independent Contractor. City has retained Contractor as an independent contractor and neither Contractor nor its employees, nor any of its subcontractors, are to be considered employees of the City. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service statutes or other right of employment shall accrue to Contractor or its employees.

10. Cooperation. Contractor agrees to work closely and cooperate fully with City's Project Administrator and any other agencies that may have jurisdiction or interest in the work to be performed. City agrees to cooperate with the Contractor on the Project.

11. Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit B, and incorporated herein by reference.

12. Prevailing Wages.

12.1 This Agreement calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the California Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774. In accordance with Labor Code Sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes only under Labor Code Section 1771.1(a)] If the Agreement price exceeds \$25,000, Contractor shall be registered with DIR. Unless exempt, Contractor's DIR Registration number is 1000007542.

12.2 Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City,

as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of this Agreement. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.3 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the requirements of these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location. Eight hours' labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13. Subcontracting. The subcontractors authorized by City, if any, to perform work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

14. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract wherein Contractor is or may likely become "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

15. Notices. All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, to City by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed as follows:

To the City:

City of Temecula
41000 Main St.
Temecula, CA 92590
Attention: Jayme Fox

To the Contractor:

CDW GOVERNMENT LLC
230 N. Milwaukee Ave
Vernon Hills, IL 60061-9740
Attn: Jumana Dihu, Program Manager

16. Termination

16.1 Termination with Cause. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof. In the event that the default cannot be cured within five (5) days, no such failure will be deemed to exist if the defaulting party has given the non-defaulting party adequate assurance of due performance and commenced to cure such default within such period, such cure efforts are prosecuted to completion with reasonable diligence, and in any event are completed with thirty (30) days.

16.2 Termination Without Cause. Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred in the performance of such Services up to the effective date of termination for which Contractor has not previously been paid. In the event of termination under this Section, City shall also pay Contractor for all Products, associated materials, and hardware delivered to City site under this Agreement that City deems usable.

17. Contractor's Knowledge of Conditions. By executing this Agreement, Contractor warrants that Contractor has visited or has been provided the opportunity to visit the Project site(s), has become familiar with the local conditions under which the work is to be performed, and has taken into consideration these factors in submitting its Project proposal and Scope of Services.

18. Warranty. For all Products provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the Products and the right to transfer ownership of the Products to the City; the product shall be delivered to the City free from any security interest or other lien; the Products meet all specifications contained herein and are fit for their intended purpose(s); and, the Products and the Services shall be free from material defects in materials and workmanship under normal use for a period of not less than one (1) year from the date of delivery and completion of the work. The foregoing warranty is in addition to any and all manufacturers' warranties.

All other warranties applicable to the equipment and materials purchased by City pursuant to this Agreement shall be as specified in Exhibit A.

19. Representations. Each party represents as follows: (a) that it has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) that there are no actions, proceedings or investigations, pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement or the rights, duties and obligations of the parties hereunder; and (c) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such party is a party or may be bound or affected by or which may affect the rights, duties and obligations hereunder.

20. Assignment. Contractor may not assign or transfer this Agreement without the City's prior, written consent.

21. Force Majeure. Neither party shall be responsible for delays in performance caused by unforeseeable events beyond the control and without the fault or negligence of the parties, including but not limited to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, and/or freight embargoes. Contractor's lack of funding for any reason shall not be a force majeure. If Contractor claims force majeure, City shall ascertain the facts and extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City such delay is justified. In no event shall Contractor be entitled to recover damages against City for any delay in performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

22. Miscellaneous Provisions.

22.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

22.2 Compliance with all Laws. Contractor shall at its sole cost and expense comply with all applicable statutes, ordinances, codes, and regulations throughout the term of this Agreement.

22.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

22.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

22.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments or exhibits hereto, the terms of this Agreement shall govern.

22.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

22.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

22.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Riverside, State of California.

22.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

22.11 Attorneys' Fees. In any litigation or other proceeding by which a party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that party may be entitled.

22.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written above.

APPROVED AS TO FORM:

CITY OF TEMECULA,
a municipal corporation

CITY ATTORNEY'S OFFICE

Date: _____

Date: _____

By: _____

By: _____

Name: Zak Schwank

Name: Peter M. Thorson

Title: Mayor

Title: City Attorney

ATTEST:

CONTRACTOR:

Date: _____

CDW GOVERNMENT LLC

By: _____

By: 

Name: Randi Johl

Name: CHRIS SCHEVEDEK

Title: City Clerk

Title: MANAGER, SERVICE CONTRACTS

Date: 8/9/23

By: _____

Name: Shawn Lovell

Title: Sr. Manager Service Contract

Date: 8/9/23

Attachments:

Exhibit A - Scope of Services and Fee Schedule
Exhibit B - Insurance Requirements
Bond Forms

EXHIBIT A
SCOPE OF SERVICES AND
FEE SCHEDULE



STATEMENT OF WORK

| | | |
|-----------------------|-----------------------------------|---------------------------------------|
| Project Name: | APC Implementation Services | Seller Representative: |
| Customer Name: | CITY OF TEMECULA | Jordan Hamu |
| CDW Affiliate: | CDW Government LLC | +1 (847) 419-7342 jordham@cdwg.com |
| Subcontractor: | Schneider Electric IT Corporation | Solution Architect: |
| Date: | June 16, 2023 | |
| Drafted By | Angela Tran | |

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and CITY OF TEMECULA (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain City of Mesa Agreement Number 2018011 Information Technology Solutions & Services between CDW Government LLC and City of Mesa, Arizona, administered by National IPA, effective March 1, 2018 (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.

PROJECT SCOPE

QWINSTALL-QBED44892-00

All materials and equipment to perform Upgrade of UPS Infrastructure:

- (1ea) 175amp Cutler Hammer Breaker for UPS Input (Refurb)
- (1ea) 150amp Cutler Hammer Breaker for UPS Bypass Input (Refurb)
- (19ea) 1 pole 20amp SQD breakers for load circuits
- (38ea) 2 pole 30amp SQD breakers for load circuits
- (2ea) 3 pole 40a SQD breakers for load circuits
- All wire, conduit, couplings, connectors, junction boxes and all miscellaneous materials needed for above electrical portion of installation

Prevailing Wage Labor to install above materials and equipment

All travel & labor (**Prevailing wage**) to remove old MGE & RPP & install new Symmetra PX & RPP to include:

STAGE ONE

- Power down existing UPS East
- Disassemble battery plant and remove batteries
- Electrically de-install existing Battery Cabinets from UPS

-
- Electrically remove UPS input from existing MSB (200amp Breaker)
 - Electrically remove UPS Bypass input from existing MSB (200amp Breaker)
 - Electrically disconnect RPP East from existing UPS
 - Electrically disconnect under floor load circuits from Existing RPP East
 - Remove RPP East from end of row A
 - Remove UPS East and Battery Cabinet from seismic stand
 - Remove seismic stand
 - Repair Flooring under existing UPS & brace for new UPS East (Customer to supply tiles)
 - After inside delivery Place new UPS/MBP
 - Place new RPP East at the end of Row 1
 - Install 175amp breaker in MSB for UPS/MBP Input
 - Install 150amp breaker in MSB for UPS/MBP Bypass Input
 - Install 100amp feed from UPS/MBP to new RPP East
 - Install Load Breakers into new RPP East for under floor circuits
 - Splice all under floor circuits to new RPP East
 - Install EPO to new UPS East
 - Factory to perform startup of UPS and RPP's

STAGE TWO

- Power down existing UPS West
- Disassemble battery plant and remove batteries
- Electrically de-install existing Battery Cabinets from UPS West
- Electrically remove UPS West input from existing MSB (200amp Breaker)
- Electrically remove UPS West Bypass input from existing MSB (200amp Breaker)
- Electrically disconnect RPP West from existing UPS West
- Electrically disconnect under floor load circuits from Existing RPP West
- Remove RPP West from end of row B
- Place new RPP West at end of row B
- Install Load Breakers into new RPP West for under floor circuits
- Splice all under floor circuits to new RPP East
- Remove UPS West and Battery Cabinet from seismic stand
- Remove seismic stand
- Repair Flooring under existing UPS (Customer to supply tiles)
- Includes EPA approved disposal of UPS and Batteries
- All work to be completed by licensed electricians as per all State, Local and NEC Codes

INSTALLATION ASSUMPTIONS

1. Installation of equipment to occur during normal business hours, Monday - Friday.
2. Installation scheduling may not coincide with the declared Promise Ship Date (PSD) of hardware
3. Equipment installed on ground floor or elevator rated for weight capacity of equipment, and standard dock access.
4. Adequate space is available to complete the work required.
5. All work to be installed as per NEC, State, and local codes and manufacturer's specifications.
6. Adequate ampacity and circuit breaker space available in existing panel to supply input feeder
7. Modifications to correct existing code/building violations or upgrade of electrical, mechanical or fire systems to comply with State or City codes expressly excluded.
8. All work to be performed in a workmanlike manner
9. Labor and materials are included to perform the Scope of Work only as listed above

10. Provider is not responsible for the performance of third-party load bank equipment. In the event of malfunctioning or failure to perform of this equipment, Provider will not be held liable for damages.
11. Provider is not acting as the general contractor or construction management company on any entities' behalf notwithstanding the fact that we may resell the services of one or more contracted installation services.
12. Any and all services performed by Provider will be governed exclusively by Provider standard terms and conditions of service.

EXCLUSIONS

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Firewall Penetrations • Concrete/asphalt cutting or patching • Architectural or Structural Engineering • Engineered stamped drawings • Cutting, patching, painting • Core Drilling or cutting any structural element • Fire Alarm or Suppression Systems Work • Utility Company Fees • Overtime or holiday labor • Equipment Transportation fees • Server Migration/Cabling • Water Quality Testing • Permit Fees • Requirements due to permitting jurisdiction (i.e. fencing, bollards, landscaping, sound attenuating enclosures, etc.) | <ul style="list-style-type: none"> • Underground trenching or boring • Equipment relocation • Load bearing calculations or reinforcement • Bonds • Handling or disposal of any hazardous materials • Load Bank or other Testing • Structural X-ray or GPR Testing • Provider Project Management Services • Provider equipment, start-up or assembly • Temporary Power, Cooling or Lighting • Cable Tray • Demolition and/or construction of walls, doors, ceilings, windows, etc. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

DELAYS

The schedule will be reasonably extended and the charges adjusted, if necessary, if we are delayed in the progress of work by:

- Acts of or omissions/neglect by:
 - Customer or Customer's employees
 - Other contractors employed by Customer
- Additional requirements imposed by Customer or any government agencies
- Labor disputes
- Fire
- Unusual delays in transportation

- Adverse weather conditions which we cannot reasonably anticipate
- Unavoidable casualties
- Concealed or unforeseen conditions
- Other causes beyond our control
- Other causes which we both agree are justifiable

QWPRJ-QBED25274-00

SITE VISIT SCOPE:

- One (1) to two (2) site visits for construction meetings
- Construction coordination and planning
- 5X8 call support during implementation phase
- Delivery witness, damage check, inventory of BOM

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

| Item | Description | Format |
|------------------------|--------------------------------------------|--------|
| QWPRJ-QBED25274-00 | Site Visits – SOW included above | |
| QWINSTALL-QBED44892-00 | Installation Services – SOW included above | |

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller’s performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer’s facility’s safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller’s gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

CONTACT PERSONS

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.

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.

CHANGE MANAGEMENT

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

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.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

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**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in 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 Date list on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$108,749.64.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

| Milestone | Percentage | Fee |
|---------------------------------------------|-------------------|---------------------|
| Completion of Work - QWINSTALL-QBED44892-00 | 96% | \$104,297.64 |
| Completion of Work - QWPRJ-QBED25274-00 | 4% | \$4,452.00 |
| Totals | 100% | \$108,749.64 |

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

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**”).

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.

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.

CDW Government LLC

CITY OF TEMECULA

By: _____



By: _____

Name: _____

CHRIS SCHROEDER
Services Contracts Manager

Name: _____

Title: _____

Services Contract Manager

Title: _____

Date: _____

8/9/23

Date: _____

Mailing Address:

200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:

41000 MAIN ST, ACCOUNTS PAYABLE
TEMECULA, CA 92590-2764

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

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

| Location(s) | Address |
|------------------------------|---------------------------------------|
| City of Temecula - City Hall | 41000 Main Street, Temecula, CA 92590 |

EXHIBIT B

INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, certificates of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.
 - B. General Liability Insurance. Contractor shall maintain commercial general liability insurance and, if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability for insured contracts. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
 - C. Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
 - A. Waiver of Subrogation. Excepting professional liability insurance, all insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
 - B. Additional Insured Status. Commercial general and auto liability policies shall provide or be endorsed to provide that City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency and their officers, officials, employees, agents, and volunteers shall be named as additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
 - C. Primary and Non Contributory. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
 - D. Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage, in accordance with policy provisions.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
 - A. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

- B. City's Right to Revise Requirements. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Contractor a ninety (90)-day advance written notice of such change, and upon mutual agreement. If such change results in substantial additional cost to Contractor, the City and Contractor may renegotiate Contractor's compensation.
- D. Enforcement of Agreement Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. Self-insurance will not be considered to comply with these requirements unless approved by City.
- G. City Remedies for Non-Compliance. If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.
- H. Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.
- I. Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own

judgment may be necessary for its proper protection and prosecution of the Services.