

**AGREEMENT FOR SERVICES BETWEEN
YAMHILL COUNTY AND CONVERGINT TECHNOLOGIES, INC.**

THIS AGREEMENT for services ("Agreement") is entered into by and between **YAMHILL COUNTY**, Oregon, a political subdivision of the state of Oregon ("COUNTY") and **CONVERGINT TECHNOLOGIES, LLC.**, a Delaware limited liability company, operating locally at 7678 SW Mohawk Street, Tualatin, OR 97062, (the "CONTRACTOR"), whose Federal Employer Identification No. is #J32762488.

BRIEF PROJECT DESCRIPTION:	Fire Alarm System Upgrade for the Yamhill County Courthouse, Yamhill County Correctional Facility, Yamhill County Juvenile Detention Facility and the Yamhill County Sheriff's Office (hereinafter referred to as the "Project").
TOTAL NOT-TO-EXCEED AMOUNT:	\$ 174,000.00

WHEREAS, CONTRACTOR submitted a successful proposal in response to a Request for Proposals (RFP #031517) issued by the National Joint Powers Alliance (NJPA), and COUNTY is a member of NJPA and authorized to use the contract awarded to CONTRACTOR for the Project; and

WHEREAS, COUNTY requires the work, goods, and services described herein, and the CONTRACTOR is willing, skilled, and agrees to provide all goods and perform all the work and services described herein, now, therefore, IT IS AGREED:

- 1. Term of Agreement.** This Agreement shall be effective, and services required hereunder shall commence upon the start of the Work (as defined below), or the date the Agreement is executed by both parties, whichever earlier, and shall terminate upon the conclusion and acceptance of the Work, unless otherwise terminated or extended as provided herein.
- 2. Consideration.** As consideration for the performance of all terms and conditions set forth in this Agreement, COUNTY shall pay the CONTRACTOR a sum not to exceed \$174,000.00. COUNTY shall pay the CONTRACTOR within thirty (30) days following the date an invoice is received, reviewed, and approved by COUNTY. COUNTY shall make payments only after receipt, review, and approval of (i) the CONTRACTOR's detailed monthly invoice, and (ii) all reports, designs, certificates, and documents covered by the invoice. If COUNTY fails to pay within forty-five (45) days of such date, the CONTRACTOR may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance.
- 3. Work to be Performed by the CONTRACTOR.** The CONTRACTOR agrees to perform, to the satisfaction of COUNTY, the Work as detailed in the Project's design, plans, and specifications (the "Project Documents"), attached hereto as Exhibit A and incorporated by this reference herein. "Work" means the Fire Alarm System Upgrade and Installation and any related services required by or reasonably inferred from the Project Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Agreement) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and

facilities of every nature whatsoever necessary to fulfill the CONTRACTOR's duties herein within the term of the Agreement.

- a. Additional Work Obligations. Additional Work obligations of the CONTRACTOR include the following:
- i. The CONTRACTOR shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Project Documents, including, but not limited to, permits and licenses required for the provision of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The CONTRACTOR shall be responsible for all violations of the law in connection with the Work or caused by obstructing streets, sidewalks, or otherwise. The CONTRACTOR shall give all requisite notices to public authorities. The CONTRACTOR shall pay all royalties and license fees. The CONTRACTOR shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, COUNTY, and its offices, departments, divisions, members, agents, officers, and employees.
 - ii. The CONTRACTOR shall keep on the Project site for a minimum of one (1) day per week or as deemed necessary by the COUNTY, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to COUNTY and who shall represent the CONTRACTOR on the site. Directions given to the superintendent by COUNTY's authorized representative shall be confirmed in writing provided to the CONTRACTOR by COUNTY.
 - iii. The CONTRACTOR shall ensure all of CONTRACTOR's staff and subcontractors and subcontractor's staff comply with all correctional facility safety and security procedures and pass any background checks deemed necessary or desirable by COUNTY. Before assigning any employee, including a supervisor, to perform Work or services under this Agreement, the CONTRACTOR must provide the COUNTY with a criminal history check performed by the Oregon State Police for that employee through the CJIS system. The Yamhill County Sheriff's Office will perform any required finger printing of the employee at the COUNTY's expense. The COUNTY will reimburse the CONTRACTOR for the CONTRACTOR's payments to the Oregon State Police for obtaining the criminal history check on its employees CONTRACTOR proposes to assign to provide Work or services under this Agreement
 - iv. The CONTRACTOR will not assign an employee, including a supervisor, to perform Work or services under this Agreement if the COUNTY elects to reject the employee because the employee was convicted of a felony or a misdemeanor involving moral turpitude
 - v. The CONTRACTOR will remove any employee from providing Work or services under this Agreement if the COUNTY elects to have the employee removed because the COUNTY finds in its sole discretion that the employee is untrustworthy, unreasonably loud, violent, or disruptive to COUNTY business
 - vi. The CONTRACTOR will remove any supervisor from providing Work or services under this Agreement if the COUNTY elects to have the supervisor removed because the COUNTY finds in its sole discretion that the supervisor is inexperienced or poses a security risk
 - vii. CONTRACTOR's supervisor shall be responsible for assuring that all outside doors of all affected COUNTY buildings are locked following completion of Work or services at the building.
 - viii. The CONTRACTOR shall prepare, review for compliance with the Project Documents, approve, and submit to COUNTY drawings, product data, samples, and similar submittals required by the Project

Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of COUNTY or of separate contractors.

- ix. The CONTRACTOR shall confine equipment, storage of materials, and operation of Work to the limits indicated by Project Documents, law, ordinances, permits, or directions of COUNTY's authorized representative. The CONTRACTOR shall follow COUNTY's authorized representative's instructions regarding use of COUNTY premises, if any.
- x. In addition to abiding by the terms and conditions stated herein, the CONTRACTOR shall abide by and conform to all obligations asserted by the CONTRACTOR in their Response, the Request for Proposals and Contract Award and Acceptance, and Contract Forms attached hereto as Exhibit B and incorporated herein. If any discrepancy exists between a provision in this Agreement and a provision in Exhibit B, the provisions of this Agreement shall prevail.
- xi. CONTRACTOR shall provide all hardware, equipment, systems software, and third party software required to successfully complete the Project and the Work hereunder and CONTRACTOR hereby grants COUNTY a nonexclusive, irrevocable, perpetual, worldwide license and right to use of all software and third party software provided as part of the Project and Work hereunder.

b. Compliance with ORS 279B.220/279C.540. If applicable, for all Work provided under this Agreement, the CONTRACTOR shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the COUNTY or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the CONTRACTOR does not pay promptly any claim that is due for the Work furnished to the CONTRACTOR by any subcontractor in connection with this Agreement, COUNTY may pay such claim and charge that payment against any payment due to the CONTRACTOR under this Agreement. COUNTY's payment of a claim does not relieve the CONTRACTOR or its surety, if any, from their obligations for any unpaid claims.

4. **Warranty Work.** Neither the final payment nor any provision of the Project Documents shall relieve the CONTRACTOR from responsibility for defective Work and, unless a longer period is specified, the CONTRACTOR shall correct all defects that appear in the Work within a period of one (1) year from the date of substantial completion, except for latent defects which will be remedied by the CONTRACTOR at any time they become apparent. COUNTY shall give the CONTRACTOR notice of defects with reasonable promptness. The CONTRACTOR shall perform such warranty work within a reasonable time after COUNTY's demand. If the CONTRACTOR fails to complete the warranty work within such period as COUNTY determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, COUNTY may perform such work and the CONTRACTOR shall reimburse COUNTY all costs of the same within ten (10) days after demand without affecting the CONTRACTOR's obligations.

5. **COUNTY Responsibilities.**

- a. COUNTY shall provide contract administrative services for the Project through COUNTY's authorized representative. COUNTY's authorized representative may engage and delegate authority to such additional staff and professional and technical consultants as COUNTY deems necessary to assist in performing its administrative tasks. The CONTRACTOR shall direct all Project communications to COUNTY in accordance with the Project Documents, or as COUNTY directs in writing.
- b. COUNTY and its designated representatives shall have free access to the Work at all times. The CONTRACTOR shall not carry on Work or services except with the knowledge of COUNTY and its designated representatives. COUNTY may require special inspection or testing of any portion of the Work

or services, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the CONTRACTOR from any obligations herein.

- c. Except for permits and fees that are the CONTRACTOR's responsibility under the Project Documents, COUNTY shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.
6. **Subcontractors.** COUNTY reserves the right to reject any subcontractor proposed that is not pre-approved by COUNTY or provided in the CONTRACTOR's proposal. Further, CONTRACTOR shall not retain a subcontractor to which COUNTY has a reasonable objection. CONTRACTOR shall pay all subcontractors as required by CONTRACTOR's contracts with those subcontractors. CONTRACTOR agrees that COUNTY has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of CONTRACTOR or otherwise ensure that CONTRACTOR makes full and timely payment to those subcontractors for Work or services performed on the Project.
7. **Agreement Modifications.** Unless otherwise stipulated in the Project Documents attached hereto, COUNTY may modify this Agreement as follows:
- a. Minor Changes in the Work. COUNTY may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Agreement sum or the Agreement time. These minor changes may include details to clarify the Work to be performed. Via e-mail or letter, the CONTRACTOR must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
 - b. Change Order Procedures. Either COUNTY or the CONTRACTOR may initiate a request for proposed changes in Work or services to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in Work or services, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The CONTRACTOR must then sign form and submit it to COUNTY for final approval and authorization.
 - c. Amendments. This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, and COUNTY ordinance. No amendment shall bind either party unless in writing and signed by both parties.
8. **Declaration of the Nature of the Contractual Relationship.** The CONTRACTOR agrees that the CONTRACTOR is an independent contractor and not an employee of or agent of COUNTY. COUNTY shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the CONTRACTOR.
9. **Confidentiality.** CONTRACTOR acknowledges that CONTRACTOR may, in the course of its performance under this Agreement, be exposed to or acquire information that is the confidential information of COUNTY. Any and all (i) COUNTY information, (ii) information provided by COUNTY and marked confidential, or (iii) information identified as confidential in a separate writing, that becomes available to CONTRACTOR in the performance of this Agreement shall be deemed to be confidential information of COUNTY ("Confidential Information"). Any reports or other documents or items, including software, that result from CONTRACTOR's use of the Confidential Information are also deemed Confidential Information. CONTRACTOR agrees to hold Confidential Information in strict confidence, using at least the same degree of care that CONTRACTOR uses in maintaining the confidentiality of CONTRACTOR's own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential

Information for any purposes whatsoever, except as may be provided elsewhere under this Agreement or in conformance with Exhibit A. CONTRACTOR agrees that, upon termination of this Agreement or at COUNTY's request, CONTRACTOR will turn over to COUNTY all documents, papers, and other matter in CONTRACTOR's possession that embody Confidential Information.

10. Workers' Compensation Provisions.

- a. The CONTRACTOR may employ workers, and if the CONTRACTOR employs workers, the CONTRACTOR shall obtain and at all times, keep in effect Workers' Compensation insurance. The CONTRACTOR represents to COUNTY that it presently maintains coverage sufficient to meet the requirements of Oregon law through The Travelers Indemnity Company, Policy No. TRK-UB-8049X51A-18.
- b. The parties hereto specifically agree that this Agreement will render the CONTRACTOR and the CONTRACTOR's employees, if any, ineligible for benefits under ORS 656.029 and that COUNTY shall not be liable for, responsible for, or in any way or manner be required to provide Workers' Compensation benefits for the CONTRACTOR or the CONTRACTOR's employees.
- c. The CONTRACTOR knowingly waives any rights, as against COUNTY, under the Workers' Compensation Law.
- d. The CONTRACTOR agrees that all employers, working under this Agreement, including but not limited to the CONTRACTOR, are "subject employers" as defined in ORS 656.005, that will comply with ORS 656.017.
- e. Any contractors or subcontractors who are not subject workers under ORS 656.027 who will provide Work or services under this Agreement agree to either elect workers' compensation coverage under ORS 656.128 or specifically release COUNTY from any and all claims that would be covered by the workers' compensation laws of the state of Oregon if the contractors or subcontractors were subject workers under ORS 656.027.

11. Indemnification. CONTRACTOR shall indemnify, defend, save, and hold harmless the COUNTY and its officers, employees, and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the CONTRACTOR, its subcontractors and any of its officers, agents, or employees performing under this Agreement. The CONTRACTOR shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Agreement.

- a. Environmental Contamination. The CONTRACTOR will be held responsible for and shall indemnify, defend, and hold harmless the COUNTY and any department or office of the COUNTY from and against any costs, expenses, damages, claims, and causes of action, (including attorney fees), or any of them, resulting from all spills, releases, discharges, leaks, and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Agreement which occur as a result of, or are contributed to, the negligence or actions of CONTRACTOR or its personnel, agents, or subcontractors, or any failure to perform in accordance with the Project Documents (except to the extent otherwise void under ORS 30.140).
- b. Infringement. CONTRACTOR shall defend COUNTY against any claim, demand, suit, or proceeding made or brought against COUNTY by a third party alleging that the use of the purchased products, Work, or services as performed or permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim") and shall indemnify, save, and hold harmless COUNTY for any related damages, attorney fees, and costs incurred by COUNTY as a result of, and for amounts paid by COUNTY

as a result of, any Claim; provided that COUNTY (a) promptly give CONTRACTOR written notice of the Claim; (b) give CONTRACTOR sole control of the defense and settlement of the Claim (provided that CONTRACTOR may not settle any Claim unless the settlement unconditionally releases COUNTY of all liability); and (c) provide to CONTRACTOR all reasonable assistance, at CONTRACTOR's expense. In the event of a Claim, or if CONTRACTOR reasonably believes the purchased products, Work, or services performed hereunder may infringe or misappropriate, CONTRACTOR may in its reasonable discretion and at no cost to COUNTY (i) modify the purchased products, Work, or services performed hereunder so that they no longer infringe or misappropriate, (ii) obtain a license for COUNTY's continued use of the purchased products, Work, or services in accordance with this Agreement, or (iii) terminate COUNTY's use upon 30 days' written notice and refund to COUNTY any fees covering the remainder of the term of such COUNTY license use subscriptions after the effective date of termination.

- c. Granting of Authority Required. Neither the CONTRACTOR nor any attorney engaged by the CONTRACTOR shall defend the claim in the name of the COUNTY or any department or office of the COUNTY, nor purport to act as legal representative of the COUNTY or any of its departments or offices without first receiving from the COUNTY's legal counsel authority to act as legal counsel for the COUNTY, nor shall the CONTRACTOR settle any claim on behalf of the COUNTY without the approval of the COUNTY's legal counsel. The COUNTY may, at its election and expense, assume its own defense and settlement.

12. Insurance.

- a. General Liability. The CONTRACTOR shall obtain, and at all times keep in effect, commercial general liability insurance covering activities and operations of the CONTRACTOR. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products, and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300, which includes the following minimum limits, or the minimum limits stated below, whichever is higher:
- (1) \$2 million to any single claimant, and \$4 million to all claimants, for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence.
 - (2) \$2 million for any single claimant for all claims arising out of a single accident or occurrence; and
 - (3) \$4 million for any number of claims arising out of a single accident or occurrence.

The CONTRACTOR has obtained insurance required by this section through Policy No. CWG740022 09, written by XL Specialty Insurance Co.

- b. Professional Liability. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$2,000,000, to protect against all loss suffered by COUNTY or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project, Work, or services provided under the Agreement.

The CONTRACTOR has obtained insurance required by this section through XL Specialty Insurance Co.

- c. Automobile Liability Insurance. The CONTRACTOR shall maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of Work and services under this Agreement. This coverage may be written in combination with the Commercial General Liability

Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance shall include the following minimum limits: \$4 million (for all claimants for claims arising out of a single accident or occurrence) for all bodily injury, death, and property damage, for any number of claims arising out of a single accident or occurrence.

- i. The CONTRACTOR has obtained insurance required by this section through Policy No. CAH 7400024 09, written by XL Specialty Insurance Co.

d. General Insurance Provisions.

- i. All insurance policies shall be written on an occurrence basis and be in effect for the entire term of this Agreement. Written authorization from the COUNTY is required for any insurance policy written on a claims made basis. Any insurance policy authorized to be written on a claims made basis shall be in effect for the term of this Agreement plus for three (3) years after the termination of this Agreement.
 - ii. Insurance coverage shall apply on a primary and non-contributory basis.
 - iii. Prior to commencing Work or services, the CONTRACTOR shall furnish current Certificate(s) of Insurance for all required insurance to COUNTY. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the COUNTY, and its departments and offices, and its officers, employees, agents, and volunteers are additional insureds with respect to the CONTRACTOR's Work and services provided under this Agreement and that there shall be no cancellation, termination, or non-renewal of the required insurance without at least thirty (30) days written notice from the CONTRACTOR or its insurer to COUNTY. If requested by COUNTY, complete copies of insurance policies shall be made available for inspection by representatives of COUNTY.
- e. Policy Changes. In the event of unilateral cancellation by the insurance company of an insurance policy referred to in this section, the CONTRACTOR shall immediately notify COUNTY orally and in writing within three (3) business days.

13. Termination.

- a. COUNTY's Termination for Convenience. COUNTY may terminate this Agreement in whole or in part whenever COUNTY determines that termination of the Agreement is in the best interest of COUNTY. COUNTY will provide the CONTRACTOR with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. After such notice, the CONTRACTOR shall provide COUNTY with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall CONTRACTOR be entitled to lost profits for Work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. COUNTY's Termination for Cause. COUNTY may immediately terminate this Agreement without liability or penalty for any of the following causes by the mailing of written notice to the CONTRACTOR at the CONTRACTOR's address provided herein, specifying the cause:
 - i. The CONTRACTOR breaches any of the provisions of this Agreement. The CONTRACTOR shall be liable for any and all damages suffered by COUNTY as the result of the CONTRACTOR's Breach of Contract, including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170;

- (1) In the event of breach for unsatisfactory performance or nonperformance, the COUNTY Board of Commissioners is the sole judge of the CONTRACTOR's unsatisfactory performance or nonperformance.
 - ii. The CONTRACTOR no longer holds all licenses or certificates that are required to perform the Work or services required under this Agreement;
 - iii. The COUNTY lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the COUNTY, in the exercise of its reasonable discretion, to pay for the CONTRACTOR's Work or services; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the Work or services under this Agreement are prohibited or the COUNTY is prohibited from paying for such Work or services from the planned funding source.
- c. The CONTRACTOR's Termination for Cause. The CONTRACTOR may terminate this Agreement for cause if COUNTY fails to pay the CONTRACTOR pursuant to this Agreement. The CONTRACTOR may also terminate this Agreement for cause if COUNTY commits any material breach or default of any covenant, warranty, obligation, or agreement under this Agreement and such breach or failure is not cured within thirty (30) calendar days after delivery of the CONTRACTOR's notice, or such longer period as the CONTRACTOR may specify in such notice.
- d. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war, which is beyond the party's reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement. COUNTY may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

14. Default.

- a. Declaration of conditional default. At the option of COUNTY, COUNTY may declare a conditional default by giving written notice to CONTRACTOR if CONTRACTOR fails to perform or comply with any term or condition of this Agreement or if CONTRACTOR dissolves, ceases to exist or becomes inactive as an limited liability company.
- b. Declaration of final default after opportunity to cure. After COUNTY declares a conditional default for a reason specified in subsection (a), CONTRACTOR shall be given 15 days to perform or comply with the Agreement provision giving rise to COUNTY's declaration of conditional default. If CONTRACTOR performs or complies within 15 days, then COUNTY shall withdraw the conditional default. If CONTRACTOR fails to perform or comply within 15 days, COUNTY may declare a final default by giving written notice to CONTRACTOR at any time after the expiration of 15 days. A decision by COUNTY not to declare a final default in one circumstance shall not bar COUNTY from declaring a final default in another circumstance.

15. Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.

16. Risk of Loss. The risk of loss or damage to the subject matter of this Agreement arising from any cause whatsoever, including acts of God, shall be upon the CONTRACTOR until such time as the COUNTY has accepted the work and services as provided in this Agreement.

17. **Records Maintenance; Access.** The CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the CONTRACTOR shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the CONTRACTOR's performance hereunder. The CONTRACTOR acknowledges and agrees that the COUNTY, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the CONTRACTOR for a minimum of ten (10) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
18. **Assignment; Delegation; Successors.** The CONTRACTOR shall not assign, delegate, nor transfer any of its rights or obligations under this Agreement without COUNTY's prior written consent. COUNTY's written consent does not relieve the CONTRACTOR of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the CONTRACTOR's agent. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
19. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
20. **Entire Agreement; No Collusion.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification, or change of terms or provisions of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. CONTRACTOR, by entering into this Agreement, represents that its quote for this Project is made without connection with any person, firm or corporation making or refraining from making a quote for the same or similar project and was in all respects fair and without collusion or fraud.
21. **Compliance with Applicable Laws.** The CONTRACTOR shall comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of goods and/or services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101-336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
22. **Compliance with Oregon Procurement Statutes.** If applicable, the CONTRACTOR shall comply with the following statutory regulations:
 - a. The CONTRACTOR shall make payment promptly, as due, to all persons supplying to the CONTRACTOR labor or material for the performance of the work provided for in this Agreement. ORS 279C.505 (1)(a).
 - b. The CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from the CONTRACTOR or subcontractor incurred in the performance of this Agreement. ORS 279C.505 (1)(b).
 - c. The CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation, or subdivision thereof, on account of any labor or material furnished. ORS 279C.505 (1)(c).

- d. The CONTRACTOR shall demonstrate that it has in place an employee drug testing program. ORS 279C.505(2).
- e. The CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617.
- f. The CONTRACTOR shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the CONTRACTOR shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
- g. The CONTRACTOR shall promptly pay, as due, all persons supplying labor and services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Agreement as the claim becomes due. If the CONTRACTOR fails to pay any such claim, COUNTY may pay the claim and charge the payment against the funds due or to become due the CONTRACTOR by reason of the Agreement, pursuant to ORS 279C.515(1).
- h. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within thirty (30) days after receipt of payment from COUNTY, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest commencing at the end of the ten (10) day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- i. The CONTRACTOR shall make payment to any person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from COUNTY or the CONTRACTOR, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three (3) times the discount rate on ninety (90) day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the contracting agency or from the CONTRACTOR, but the rate of interest may not exceed thirty (30) percent. The amount of interest may not be waived. ORS 279C.515(2).
- j. If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3)
- k. The CONTRACTOR shall comply with all applicable provisions of federal, state, or local statutes, ordinances, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under the Agreement. ORS 279C.525
- l. The CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums that the CONTRACTOR agrees to pay for the services and all moneys and sums that the CONTRACTOR collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).
- m. If the CONTRACTOR is a subject employer, the CONTRACTOR will comply with ORS 656.017. ORS 279C.530(2).

- n. No person shall be employed by the CONTRACTOR for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of forty (40) hours a week and for work performed on any legal holiday specified in ORS 279C.540.
 - o. The CONTRACTOR shall comply with maximum hours of work, holidays, and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
 - p. The CONTRACTOR shall comply with ORS 279C.550 through 570 regarding withholding of retainage. The withholding of retainage by the CONTRACTOR or subcontractor shall be in accordance with ORS 701.420 and 701.430.
 - q. The CONTRACTOR shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
 - r. The CONTRACTOR shall include in each subcontract for property or services entered into by the CONTRACTOR and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: a payment clause that obligates the CONTRACTOR to pay the first-tier subcontractor for satisfactory performance under its subcontract within ten (10) days out of such amounts as are paid to the CONTRACTOR by the contracting agency under the Agreement; and an interest penalty clause that obligates the CONTRACTOR, if payment is not made within thirty (30) days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the CONTRACTOR's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
 - s. The CONTRACTOR shall comply with ORS 279C.605 regarding Notice of Claim.
23. **Certification of Compliance with ORS 279A.112.** The individual signing this Agreement on behalf of the CONTRACTOR certifies that the CONTRACTOR has a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class that complies with the requirements of ORS 279A.112(2)(b). The undersigned further certifies that the CONTRACTOR will maintain said policy and practice it in full force and effect throughout the entire term of this Agreement.
24. **Prevailing Wage Regulations.** This Agreement may be subject to the Prevailing Wage Regulations. If so, this Agreement will be subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference, with the same force and effect as though fully set forth herein, and is available at the following web link: <https://www.oregon.gov/boli/WHD/PWR/Pages/index.aspx>
- Prevailing Wage Rates for Public Works Contracts in Oregon issued January 2020.
 - Prevailing Wage Rates Apprenticeship Rates issued January 2020.
- a. The CONTRACTOR shall provide COUNTY with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010.
 - b. The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)

- c. Workers employed under this Agreement shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
 - d. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
 - e. If the CONTRACTOR fails to pay for labor and services, COUNTY can pay for them and withhold these amounts from payments to the CONTRACTOR. ORS 279C.515; OAR 839-025-0020(2)(a)
 - f. The CONTRACTOR must pay daily, weekly, weekend, and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
 - g. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
 - h. The CONTRACTOR must make prompt payment for all medical services for which the CONTRACTOR has agreed to pay, and for all amounts for which the CONTRACTOR collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
 - i. The CONTRACTOR must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
 - j. The CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Agreement.
25. **Foreign Contractor.** If the CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, the CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required by those agencies relative to this Agreement. COUNTY shall withhold final payment under this Agreement until the CONTRACTOR has met this requirement.
26. **Governing Law, Jurisdiction, Venue, & Attorney Fees.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the COUNTY (and/or any other agency or department of COUNTY) and the CONTRACTOR that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The CONTRACTOR hereby consents to the in personam jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs, and disbursements at all times including appeals. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.
27. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth below. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which

notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.

a. COUNTY's Contact Information

Joe Moore
Facilities Manager
Yamhill County
535 NE 5th Street
McMinnville, OR 97128
(503) ___-___ / (503) ___-___
moorej@co.yamhill.or.us

b. CONTRACTOR's Contact Information

Convergent Technologies
CCB# 148358
195 Silver Lane
Eugene, OR 97404

28. **Tax Certification.** The individual signing this Agreement on behalf of the CONTRACTOR certifies under penalty of perjury both individually and on behalf of the CONTRACTOR that he or she is authorized to act on behalf of the CONTRACTOR and that the CONTRACTOR is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
29. **Survival.** All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this Agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.
30. **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.
31. **Certification of reading and understanding of documents; Precedence.** The CONTRACTOR certifies it has read and fully understands all Project Documents including the solicitation documents and terms and conditions. The CONTRACTOR understands and acknowledges that in signing this Agreement the CONTRACTOR waives all rights to plead any misunderstandings regarding the same. **In the event of a discrepancy or inconsistency between CONTRACTOR's Proposal or any other contract document including this Agreement, this Agreement shall take precedence.**
32. **Exhibits and Recitals.** All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY

ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below.

*The attached addendum is incorporated by reference herein and made a part hereof. _____ /  Initial Here

**YAMHILL COUNTY
INC.**

BOARD OF COMMISSIONERS:



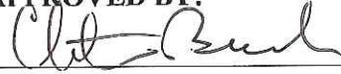
Commissioner CASEY KULLA

Commissioner MARY STARRETT

Commissioner RICK OLSON

Date: 12/17/2020

FORM APPROVED BY:



Christian Boenisch, County Counsel

Date: 12/21/20

CONVERGINT TECHNOLOGIES, LLC

Nick McClaugherty

Digitally signed by Nick McClaugherty
DN: C=US,
E=nick.mcclaugherty@convergint.com,
O=Convergint Technologies LLC,
CN=Nick McClaugherty
Date: 2020.04.28 14:40:48-07'00'

By: Nick McClaugherty, General Manager

Date: 04/23/2020

Accepted by Yamhill County
Board of Commissioners on
12/17/2020 by Board Order
20-445

**Addendum to Agreement for Services
Dated April 23rd, 2020 Between
Yamhill County ("County") and
Convergent Technologies LLC ("Contractor")**

This Addendum amends and supplements the Agreement for Services between the County and Contractor with the effective date of April 23rd, 2020 (hereinafter, "Agreement"). County and Contractor agree to modify the Agreement as follows:

1. All references in this Agreement to "Convergent Technologies, LLC" shall mean "Convergent Technologies LLC".
2. The following shall be added to the end of Article 11: "Contractor's liability and indemnity obligations apply only to the extent of its own negligent or willful acts or omissions or the acts or omissions of those for which Contractor is responsible. IN NO EVENT SHALL EITHER COUNTY OR CONTRACTOR BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."
3. The following shall be added to the end of Article 12: "Contractor may obtain the required limits of insurance through a combination of primary insurance and excess/umbrella insurance. Contractor shall name County (and any other contractually required upstream party) as additional insured using a combination of forms CG 20 10 04/13 and CG 20 37 04/13."

This Addendum agreed to between County and Contractor is entered into this day and shall be incorporated into the original Agreement.

County: Yamhill County

By: _____

Name: _____

Title: _____


Casey Kulla
Chair, Board of Commissioners

Contractor: Convergent Technologies LLC

By: _____

Name: _____

Title: _____


Nick McClaugherty

Nick McClaugherty

General Manager

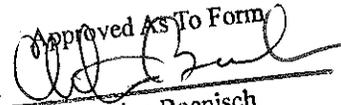
Approved As To Form
by 
Christian Boenisch
County Counsel
Yamhill County

Exhibit A

(see attached)

Project: Yamhill County Campus		SCHEDULE OF VALUES			Application Number: 1		Balance to Complete		Retainage \$
CTC Job #: 302FNK0245					Period from: 19-May-20		Period to:		
Contract #: Contract based on RFP #031517		Work Completed		Stored Material	Value Completed		Balance to Complete	Retainage \$	
Revision:		Prior Period(s)	This Period		\$	%			
Original Contract									
Engineering/ Design	\$ 32,210.00				\$ -	0%	\$ 32,210.00	\$ -	
Equipment/ Material	\$ 53,890.00				\$ -	0%	\$ 53,890.00	\$ -	
Installation/ Labor	\$ 34,550.00				\$ -	0%	\$ 34,550.00	\$ -	
Subs	\$ 9,850.00				\$ -	0%	\$ 9,850.00	\$ -	
.					\$ -		\$ -	\$ -	
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25% Mobilization	\$ 43,500.00				\$ -	0%	\$ 43,500.00	\$ -	
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Original Contract Totals	\$ 174,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 174,000.00	\$ -	
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.					\$ -		\$ -	\$ -	
Change Order Totals	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	
Original Contract + Change Orders									
Contract Total	\$ 174,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 174,000.00	\$ -	

Yamhill County Campus Fire Alarm Upgrade

A proposal for the performance of a fire alarm system upgrade



Yamhill County, Oregon
"In the heart of the Willamette Valley"

11/26/2019

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Executive Summary

Convergent Technologies is pleased to present this proposal to upgrade the existing fire alarm systems at the Yamhill County Campus. The upgrade will include replacement of the entire existing fire alarm system including all control panels and field devices, establishing a campus wide network, and laying the groundwork for future upgrades as necessary. To the greatest extent possible existing wiring, raceways and conduit shall be utilized. Although this proposal does not encompass all possible Code requirements, the new system shall be flexible and expandable to facilitate future upgrades as budgets permit. The new system shall be non-proprietary, available from multiple competing suppliers within the market.

Our customers rely on Convergent Technologies to deploy, maintain, inspect and support their systems; many through scores of tenant improvements, retrofits and upgrades. Our comprehensive knowledge of large system deployment enables us to efficiently perform the scope of work, with minimized impact on facility operations, while maximizing system performance, reliability and equipment life cycle. We have retrofitted numerous existing occupied facilities with similar site characteristics, complex access restrictions and security protocols.

Partnering with Convergent Technologies will be an electrical subcontractor. We team with several experienced contractors in the area. Determination of the electrical contractor partner will be based on competitive bid, by County pre-approved contractors. The cost section of this proposal details our electrical labor allowance and cost estimate which shall be adjusted upon contractor selection.

The scope of work described herein is based on review of existing system documentation, test reports and archive system drawings. In some cases, this information is incomplete. Several site tours were conducted to validate general conditions, but it is likely additional scope may be uncovered during the discovery, planning and design phase. If a significant change in scope is identified it shall be brought to the attention of the County prior to any work on that scope.

Representations and Declarations:

- This proposal is provided in compliance with, and anticipates the use of the Sourcewell contracting vehicle.
- Convergent Technologies shall comply with the provisions of ORS 279C.800 to 279C.870 regarding payment of applicable prevailing wage rates on public works.
- Convergent Technology is registered with the State of Oregon Construction Contractors Board to the extent required by ORS Chapter 701. Convergent Technologies CCB #148358

The County's goals for this project have been identified as the following:

1. Upgrade the fire alarm system to provide reliable operation, reduce/eliminate false alarms.
2. Network the fire alarm control panels to provide distributed event notification, remote annunciation and/or control.
3. Provide a system that is expandable to accommodate future needs.
4. Provide a system that has service, equipment and support available from multiple sources.
5. Provide complete and accurate as-built record drawings of the entire system.
6. Perform the work with minimal impact on normal operations.

The following pages describe our plan and team that are committed to achieving these goals.

Who we are - Convergent Technologies

Convergent Technologies is a global, service-based integrator with a dedicated focus in electronic security, fire alarm and life safety, mass notification, communications, building automation, and healthcare technologies. Delivering value through unparalleled customer service and operational excellence has been foundational at Convergent. Our promise, and our number one objective, is to be our customers' best service provider.

Convergent Technologies specializes in providing customers with leading Fire Alarm & Life Safety technologies, application expertise and services. By assembling a project team with vast industry experience and technical competence, Convergent works with their clients to deliver compliant, non-proprietary solutions which avoid sole-source dependency and assures long term cost competitiveness. From system retrofit to new construction and equipment only, to turnkey system installation, Convergent provides the very best value for your project regardless of size and complexity. In addition, Convergent's customer support programs ensure the performance and integrity of your system is maintained without compromise to occupant safety, business mission and AHJ compliance.

We offer only best-of-breed technologies from the industry's leading manufacturers and seamlessly integrate them to ensure the safety of the people, property, and assets you protect.

Convergent Technologies was built on a solid foundation of Values and Beliefs. Before we were legally formed, before we received one order, before we hired one colleague, leadership began writing down the principles that would eventually become our Values and Beliefs. We built our company from scratch and had the benefit of establishing a unique and empowered culture from the onset. Our 10 Values and Beliefs drive our positive culture and are what truly makes us different.

We encourage our colleagues to live these values and beliefs on a daily basis, whether at home, work, or in their communities; and we regularly share our Values & Beliefs with our clients and business partners. Our Values and Beliefs were designed to be simple, yet powerful. We made a commitment from day one that we would make decisions consistent with our Values and Beliefs and that they would never be changed. We ask that all Convergent colleagues hold leadership accountable for managing the company consistent with our Values and Beliefs. None are more important than the other, but "We Expect To Be Our Customers' Best Service Provider", is the cornerstone that sets the expectation of our colleagues from the day they join our company.



Our Values and Beliefs

- I am Convergent**
 - I own my position on the team
- I am accountable for my continuous development**
 - a better me is a better Convergent
- I have integrity**
 - it's what I do when no one's watching
- I keep everyone informed**
 - communicate, communicate, communicate
- I make responsible decisions**
 - timely, educated and cost effective
- We expect to be our customers' best service provider**
 - no matter what business we are in
- We deliver results**
 - period
- We believe in balanced lives**
 - family, business, community
- We create a positive work environment**
 - we recognize and celebrate good stuff
- We promote fun and laughter on a daily basis**
 - "so I got that going for me, which is nice!"

Making a Daily Difference

Project Approach

Field Verification, Discovery and Planning

The project encompasses a progressive replacement of the fire alarm systems, and interconnection of those systems, at the Yamhill County Campus. The existing system has significant deficiencies and has been costly to maintain. The new system will provide enhanced event communication, be flexible and expandable to accommodate future modification, and be a reliable, costs effective system to own.

To meet budget constraints, the construction project will be broken into two phases as follows.

Phase 1 – Replacement of control panels and all initiating devices (detectors, pull stations, sprinkler monitoring devices, etc.); network panel interface into common platform.

Phase 2 – Replacement of alarm notification devices (horns, strobes, etc.)

Prior to construction, the initial task of the Convergent Team will be to perform a comprehensive evaluation of the system, field verification of existing conditions and extensive planning. A preliminary review of existing documentation and conditions has been performed, but this more in-depth survey is intended to verify suitability of existing wiring that will be reused by the new equipment.

Our next step will be consultation, collaboration and coordination planning. Convergent Team members (Convergent Technologies and the selected electrical contractor) will engage internally, and externally with the County's Team to analyze each project task and define the best methods and procedure for a detailed, coordinated and effective work plan. Examples of items for coordination include area of work, access to areas, security protocols, etc.

The work plan will enable development of the project schedule and preparation of design/permit drawings.

Design/Permit Drawings

The Convergent Team will prepare comprehensive design and permit drawings for the project. Drawings shall be created in the latest accepted version of CAD with format, symbols, labels and other information in compliance with Code and best practice. Drawings shall be submitted to the County at 50% and 100% for review. Changes or corrections will be incorporated and resubmitted for final approval. The County shall provide up to date CAD drawings for our use in preparation of project drawings.

The Convergent Team design members hold and shall maintain the appropriate certifications and licenses required including a NICET IV Senior Engineering Technician, a NICET III Engineering Technician.

Drawings shall include:

- Floor plans of systems included as part of the work of this section shown, 1/8" = 1'-0" scale.
- Sections of congested areas and panel elevation drawings at 1/4" = 1'-0" scale.
- Equipment installation details at appropriate scale.
- Fabricated equipment at not less than 1/4" = 1'-0" scale.
- Single-line, one-line, riser, network, and similar not to scale diagrams and drawings
- New conduit routing and wiring.
- Fire alarm and terminal cabinet riser diagrams.
- Schematic diagrams.
- Panel and elevations.
- Sequence of operation.

At the completion of the work, record drawings shall be prepared by revising the construction documents to convey changes made during construction. An electronic copy will be provided including schedules, exhibits, or other documents that were part of the final record contract documents.

Project Schedule

The Convergent Team will prepare a project schedule identifying milestones, areas of work, work progression, substantial completion and project close-out. Although the schedule is dynamic and may be modified to accommodate site conditions it will facilitate planning and goals for the project. and is confident that the schedule duration can be achieved. Our initial review anticipates a six-month total project schedule.

Implementation

Implementation shall follow site condition verification and planning.

- System 1 Replacement –
 - Replace fire alarm control panel
 - Replace peripherals
 - Replace detectors, pull stations and modules
 - Replace notification appliance power supplies
 - Connect existing to remain notification appliances (horns and strobes)
- System 2 Replacement –
 - Replace fire alarm control panel
 - Replace peripherals
 - Replace detectors, pull stations and modules
 - Replace notification appliance power supplies
 - Connect existing to remain notification appliances (horns and strobes)
- System 3 Replacement –
 - Replace fire alarm control panel
 - Replace peripherals
 - Replace detectors, pull stations and modules
 - Replace notification appliance power supplies
 - Connect existing to remain notification appliances (horns and strobes)
- System 4 Replacement –
 - Replace fire alarm control panel
 - Replace peripherals
 - Replace detectors, pull stations and modules
 - Replace notification appliance power supplies
 - Connect existing to remain notification appliances (horns and strobes)
- Network Panels –
 - Install new cable for network connection between panels
 - Activate network operation
 - Pre-test network
- Testing – (performed on separate contract)
 - Test entire system in compliance with NFPA 72
 - Document system test
- Close Out – Documentation and Training.
 - Publish Record Set Drawings & Documentation
 - Perform Training

Testing & Commissioning

Testing will be performed as required by the Authority Having Jurisdiction utilizing means and methods defined by National Fire Protection Standard (NFPA) 72.

To minimize duplication of effort and minimize cost, testing to support the project shall be aligned with periodic testing performed on the site under separate agreement. Cost for testing is not included within this proposal.

The project plan will include progressive testing of each system as completed with close coordination and consultation between the Convergent Team and County of testing extent, activities, possible impacts, impact mitigation, fallback plan, resource allocation and any special requirements. Testing activities will be performed and scheduled to minimize disruption of occupants. All testing will be documented in full compliance with NFPA and Port standards.

Convergent Technologies utilizes a web-based testing platform, BR.com that registers barcodes for initiating devices, control equipment, batteries and other system devices. As the devices are tested, they are scanned, and critical information for the devices is documented. In addition, scanning the barcode automatically records the date and time of inspection.

Complete testing documentation, in compliance with NFPA 72 will be submitted to the County with any discrepancies noted, resolutions proposed, and follow-up planned. Testing documentation will be published by building, and combined into a common set at project completion.

Owner Training

We are committed to ensuring the County has the skills and training necessary for operational confidence in the system, its capabilities and future path. To achieve these goals, it will be necessary for County personnel, at several levels, to receive relevant training. Training will be provided locally on the system deployed.

- System Operator – County staff who receive system alarms and alerts responsible for event management, system control and personnel dispatch.
 - Classroom based training with primary focus on emergency operations, automatic and manual functions, event definitions.
 - Estimated duration four hours.
- System Service – County staff who respond to system alerts, perform initial event qualification, device bypass or other service pending response from the service provider.
 - Includes System Operator training, plus
 - Classroom based training with on typical fault notifications, common causes, device isolation and temporary bypass functions.
 - Estimated duration four hours.



Warranty Support

Warranty support is provided by our team of experienced system specialists who are factory certified and familiar with site specific configuration, protocols and processes. Our service department is available 24/7, 365 days-a-year to provide service as required. Service may be requested by calling (503) 228-8522 to speak directly with a Service Coordinator. Alternatively, a service request may be emailed to Portland.service@convergint.com. Within one hour of your request we will contact the County to schedule a system specialist and if requested a system specialist will be on-site within four hours.

As the general contractor, Convergint Technologies shall provide warranty on work performed under this project, including pass-through warranties from our subcontractors, for a period of one (1) year commencing from substantial completion or first beneficial use. Determination of warranty status is verified through the use of equipment warranty tracking which logs the date of warranty start, warranty coverage terms and conditions. All warranties shall be included in the project close-out submittal. Prior to commencement of a service repair the system specialist shall determine if the equipment is covered by warranty and notify appropriate County contact of status.

Extended warranty up to seven (7) years will be provided on the equipment if the customer elects to contract Convergint Technologies to perform inspection and maintenance throughout the warranty period.

Cost

This proposal includes electrical installation costs that are variable and volatile. We have used best practice estimating guidelines from our typical electrical contracting partners to establish estimated 'not to exceed' costs. If the County elects to proceed with the project, prior to 'notice to proceed' Convergint Technologies will solicit bids from three reputable electrical contracts, acceptable to the County, for the electrical scope of work. Actual total costs will be submitted to the County prior to commencement of work for final approval and notice to proceed.

Phase 1

- Design, Project Management, Equipment, Programming, Testing, Training and Documentation
- Control Panels and Initiating Devices
 - \$87,920.00 (fixed cost)
- Electrical Subcontractor Installation
 - \$56,480.00 (cost to be confirmed by competitive bid)

Phase 2

- Design, Project Management, Equipment, Programming, Testing, Training and Documentation
- Notification Appliances (Horns and Strobes)
 - \$11,520.00 (fixed cost)
- Electrical Subcontractor Installation
 - 18,680.00 (cost to be confirmed by competitive bid)

Total project estimated 'not to exceed' price (Phase 1 and Phase 2) \$174,600.00

Pricing shown is valid through December 2020.

Not to exceed pricing is based on information known at time of proposal.

Project Team

Roles & Responsibilities

Operations Supervisor (Convergint) – Sean Durnin

The operations supervisor oversees the project with a focus on documentation, communication, accounts receivable and payable, quality control, compliance and similar tasks. As an additional layer of management focused on administrative tasks, this role facilitates and supports the project manager enabling them to focus on project implementation deliverables.

- Over 20 years of experience in the fire alarm industry
- NICET Level III Fire Alarm Certification
- EST3 Factory Certified since 2015
- Oregon Limited Energy Electrical (LEA) Journeyman License

Lead Project Manager (Convergint) – Gene Durnin

The lead project manager is responsible for project execution, including managing all scheduling, resources, subcontractors, manpower, suppliers and safety. As the team leader, communications with the team are a critical function of this role to ensure all members of the team are in alignment.

- Over 25 years of experience in the fire alarm industry
- NICET Level II Fire alarm Certification
- EST3 Factory Certified

Design Team Designer (Convergint) – Bryan Duffel

Design, calculations and drawing will be performed by the designer. Guided by the project manager and operation supervisor the designer will create the submittal packages as required.

- Over 15 years of experience in fire alarm system design
- NICET Level II Fire alarm Certification
- EST3 Factory Certified

Lead System Specialist – David Barrett

With experience installing, testing and programming enterprise class networked fire alarm systems, the lead system specialist supports the other specialist, programmers and testing team members to overcome challenges, increase efficiency and performance. Able to fill many roles, the lead specialist adds redundancy to the field team enabling scheduling flexibility.

- Over 12 years of experience in the fire alarm industry
- NICET Level III Fire Alarm Certification
- EST3 Factory Certified
- Oregon Limited Energy Electrical (LEA) Journeyman License

System Specialist – Anna Rachel & Arthur Jacobs

Primary responsibilities for the system specialists include panel assembly, final panel terminations, circuit validation, program validation and commissioning. As with the lead system specialist, these personnel have experience testing and programming enterprise class networked fire alarm systems adding redundancy to the field team enabling scheduling flexibility

- Anna Rachel – Convergint Technologies Project Specialist
 - Over 12 years of experience in the fire alarm industry
 - NICET Level II Fire Alarm Certification
 - EST3 Factory Certified
 - Oregon Limited Energy Electrical (LEA) Journeyman License
- Arthur Jacobs – Convergint Technologies Project Specialist
 - Over 3 years of experience in the fire alarm industry
 - EST3 Factory Certified

Small Business Enterprise Program

Convergent Technologies will serve as prime contractor utilizing our subcontractor for the purposes of performing electrical work under this contract. The electrical subcontractor will perform physical device and panel installation, wiring, conduit, and associated electrical work.

This scope of work is a potential opportunity for small business participation. With County approval, we would encourage small business electrical contractors to provide competitive bids for the project.

References

The following references are provided for County review. Each of these references demonstrate our expertise in deployment of enterprise class, networked system in challenging environments.

1. Mt. Hood Community College – Convergent Technologies provision, installation, testing and service of nineteen (19) node EST3 network with FireWorks
 - a. Value – Over \$700K since relationship inception
 - b. Dates of Service – Since performing a major retrofit at this fully occupied Community College in 2002, we have continued to be the college’s life safety system service provider. Convergent performs annual fire alarm system inspection, on a quarterly basis, to keep the system in compliance and all additions to the system, emergency service and operational support.
 - c. Contact Information
 - i. James Bowness, Lead Engineer 503-491-6986 James.Bowness@mhcc.edu
 - ii. Corey Sippel, Facility Manager 503-491-6907 Corey.Sippel@mhcc.edu
2. Legacy Meridian Park Hospital – Convergent Technologies provision, installation, testing and service of fourteen (14) node EST3 Network with FireWorks
 - a. Value – Over \$800K since relationship inception
 - b. Dates of Service – Our relationship with LMPH began in 2005 with a complete system replacement/retrofit. The work was performed in the fully occupied hospital with minimal disruption of occupants. Since that initial project we have performed over 200 tenant improvements, from small office changes to complete building remodels. We continue to service LMPH performing annual testing and inspection utilizing BR.com
 - c. Contact Information:
Bob Ingber, Dir. Facilities (503)692-2196 BIngber@lhs.org
3. Portland VA Medical Center – Convergent Technologies provision, installation, testing and service of thirty-two (32) node EST3 Network with FireWorks
 - a. Value – Over \$1.2M since relationship inception
 - b. Dates of Service – Since performing a major retrofit at this fully occupied medical center in 2003 we have continued to be the service the customer through more than 80 tenant improvement projects. In 2018 we completed a redesign of their occupant notification system. This upgrade included intelligibility modeling to ensure messages could be clearly understood in the challenging environment. Our team is certified and experienced in audio modeling for intelligibility, a new requirement of NFPA and a future challenge for the airport.
 - c. Contact Information:
John Dodier P.E. (503) 721-7831 john.dodier@med.VA.gov
John Carrier P.M. (503) 721-7831 john.carrier@med.VA.gov

Preliminary Equipment List

Type	Quantity
Fire Alarm Control Panel	4
User Annunciator/Control	4
Remote Station Communicator	1
Notification Appliance Power Supply	8
Smoke Detector	200
Smoke/Heat Detector	25
Duct Detector	20
Heat Detector	36
Manual Pull Station	26
Waterflow	9
Valve Tamper	14
Horn/Strobe	68
Strobe	18
Control Relay	16
Elevator Recall Interface	2
Batteries	24

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. **NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure,

installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

*Exhibit "A"
Pg 12 of 12*

Exhibit B

(see attached)

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc. fka Willis of Illinois, Inc.		NAMED INSURED Convergent Technologies LLC #302 Location #302	
POLICY NUMBER See Page 1		One Commerce Drive Schaumburg, IL 60173	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella/Excess Follows Form on Additional Insureds.

It is further agreed that such insurance as is afforded shall be Primary and Non-Contributory as respects to General Liability, Auto Liability and Umbrella/Excess Liability with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2020, forms a part of

Policy No. CGS7409054 08 issued to CONVERGINT TECHNOLOGIES, LLC

by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A.C COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

- 1.Y ou, while using a covered "auto"; or
- 2.A ny other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a.T he written contract is in effect during the policy period of this policy;
- b.T he written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c.S uch person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. General Conditions, Other Insurance is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XL PLUS BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

COVERAGE DESCRIPTION

- A. Temporary Substitute Auto Physical Damage**
- B. Who Is An Insured**
 - 1. Broad Form Insured**
 - 2. Employees As Insureds**
 - 3. Additional Insured By Contract, Agreement or Permit**
 - 4. Employee Hired Autos**
- C. Supplementary Payments**
- D. Amended Fellow Employee Exclusion**
- E. Physical Damage Coverage**
 - 1. Rental Reimbursement**
 - 2. Extra Expense – Broadened Coverage**
 - 3. Personal Effects Coverage**
 - 4. Lease Gap**
 - 5. Glass Repair – Waiver Of Deductible**
- F. Physical Damage Coverage Extensions**
 - 1. Additional Transportation Expense**
 - 2. Hired Auto Physical Damage**
- G. Business Auto Conditions**

1. **Notice Of Occurrence**
2. **Waiver Of Subrogation**
3. **Unintentional Failure To Disclose Hazards**
4. **Primary Insurance**

H. Bodily Injury Redefined

I. Extended Cancellation Condition

A. Temporary Substitute Auto Physical Damage

SECTION I – COVERED AUTOS, C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos is changed by adding the following:

If Physical Damage coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage coverage:

1. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

B. Who Is An Insured

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured is changed by adding the following:

1. Broad Form Insured

For any covered "auto", any subsidiary, affiliate or organization, other than a partnership or joint venture, as may now exist or hereafter be constituted over which you assume active management or maintain ownership or majority interest, provided that you notify us within ninety (90) days from the date that any such subsidiary or affiliate is acquired or formed and that there is no similar insurance available to that organization. However, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. Employees As Insureds

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow, in your business or your personal affairs.

3. Additional Insured By Contract, Agreement Or Permit

Any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is provided under this policy, provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract, agreement or permit.

4. Employee Hired Autos

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. Supplementary Payments

SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is changed as follows:

Item (2) is deleted and replaced by the following:

- (2) Up to \$3,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Item (4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Amended Fellow Employee Exclusion

SECTION II – COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

The insurance provided under this Provision **D.** is excess over any other collectible insurance.

E. Physical Damage Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage is changed by adding the following:

1. Rental Reimbursement

- a. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- b. We will pay only for those expenses incurred during the policy period beginning twenty-four (24) hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (1) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 - (2) Thirty (30) days.
- c. Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred.
 - (2) \$50 any one day per private passenger "auto";
\$100 any one day per truck;
\$1,500 any one period per private passenger "auto";
\$3,000 any one period per truck; or
Higher limits if shown elsewhere in this policy.
- d. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

2. Extra Expense – Broadened Coverage

We will pay for the expense of returning a stolen covered "auto" to you.

3. Personal Effects Coverage

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "personal effects" stolen from the "auto".

As used in this endorsement, "personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

4. Lease Gap

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchases with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

5. Glass Repair – Waiver Of Deductible

No deductible applies to glass damage if the glass is repaired rather than replaced.

F. Physical Damage Coverage Extensions

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by the following:

1. Additional Transportation Expense

Sections a. and b. are amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

2. Hired Auto Physical Damage

The following section is added:

Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" for physical damage coverage. The most we will pay for each covered "auto" is the lesser of:

- (1) the actual cash value;
- (2) the cost for repair or replacement; or
- (3) \$50,000, or higher limit if shown on the Declarations for Hired Auto Physical Damage Coverage.

For each covered "auto" a deductible of \$100 for Comprehensive Coverage and \$1,000 for Collision Coverage will apply.

G. Business Auto Conditions

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions is changed by the following:

1. Notice Of Occurrence

Section 2. – Duties In The Event Of Accident, Claim, Suit Or, Loss, a. is changed by adding the following:

If you report an injury to an “employee” to your workers’ compensation carrier and if it is subsequently determined that the injury is one to which this insurance may apply, any failure to comply with this condition will be waived if you provide us with the required notice as soon thereafter as practicable after you know or reasonably should have known that this insurance may apply.

2. Waiver Of Subrogation

Section 5. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:

However, this Condition does not apply to any person(s) or organization(s) with whom you have a written contract, but only to the extent that subrogation is waived prior to the “accident” or the “loss” under such contract with that person or organization.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions is changed by the following:

3. Unintentional Failure To Disclose Hazards

The following condition is added:

Your unintentional failure to disclose all hazards as of the inception date of the policy shall not prejudice any insured with respect to the coverage afforded by this policy.

4. Primary Insurance

Condition 5. Other Insurance is changed by adding the following:

For any covered “auto” this insurance shall apply as primary and not contribute with any other insurance where such requirement is agreed in a written contract executed prior to a “loss”.

H. Bodily Injury Redefined

SECTION V – DEFINITIONS, C. “Bodily injury” is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

I. Extended Cancellation Condition

COMMON POLICY CONDITIONS (Form IL 00 17), A. Cancellation, 2.b. is replaced by the following:

The greater of sixty (60) days or the time required by any applicable state amendatory endorsement before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2020 forms a part of
Policy No. CGS7409054 08 issued to CONVERGINT TECHNOLOGIES, LLC
by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
On file with company	On file with company	30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2020, forms a part of Policy No. CAH 7400024 09 issued to CONVERGINT TECHNOLOGIES, LLC by XL Insurance America, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
ON FILE WITH COMPANY	ON FILE WITH COMPANY	30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., March 1, 2020, forms a part of Policy No. CWG7400022 09 issued to CONVERGINT TECHNOLOGIES, LLC by XL Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
AS PER SCHEDULE ON FILE WITH COMPANY.		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective March 1, 2020 Policy No. CWG7400022 09 Endorsement No.

Insured: CONVERGINT TECHNOLOGIES, LLC Premium \$Included

Insurance Company
XL Specialty Insurance Company

Countersigned by  _____

B.O. 20-445
Exhibit "B"
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