



**OELWEIN FIRE DEPARTMENT
CITY OF OELWEIN, IOWA
MEMORANDUM**

FROM: Jeremy P. Logan, Public Safety Chief

DATE: January 18, 2022

TO: City Administrator Dylan Mulfinger – Mayor Brett DeVore – Oelwein City Council

SUBJECT: Fire Department Facilities Improvement Project

In cooperation with the Oelwein Fire Department Leadership Team, I have conducted a facilities assessment for the Oelwein Fire Department Building. This assessment has allowed for the observation that there are a number of issues that need to be resolved to not only preserve the longevity of this facility, but most importantly to improve the safety of our volunteer members and the public. An immediate plan has been put in place with the specific focus on safety and efficiency. The following information will provide an outline of the initial plan, items to be corrected/improved upon, and how those items will be funded within the existing budget.

This page will provide you information on the overall projects costs and the plan to fund them. Pages two and three will provide you a list of the projects and the balance of page 3 will provide you with an explanation on the efforts to receive quotes.

Projection for existing fire department line items have been conducted and the listed account balances to be utilized for this project are the result of those projections. The request will be to shift those funds in the annual budget amendment to accommodate these improvements.

Salary line	\$16,000
Salary – Other line	\$16,500
Capital Improvement Line	\$ 8,544
Volunteer Compensation Line	\$ 4,000
Desired Contribution from the Oelwein Firefighters Foundation	\$ 2,000
Total:	\$47,044

Oelwein Fire Department Facilities Improvement Project
Total: \$46,700

A slight difference in funds to costs has been put in place for minor expenses that may have been overlooked.

Oelwein Fire Department Facilities Improvement Project

Overhead Truck Bay Lights Safety Project

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- The existing lighting in the building is insufficient leaving shadows and dark spots throughout the truck bay. This working area must have sufficient lighting to provide a safe working environment. This plan will replace the existing fixtures with three times less fixtures, but will provide more lighting and efficiency.
- The existing wiring for light switches requires a member to walk the length of the building and up a flight of stairs to activate the overhead lights in the truck bay. This is hazardous to members that enter the building for routine visits and especially as they enter the building for emergency response. This plan will call for wiring switches at the points of entry to the building, as well as install occupancy sensors for automatic illumination upon entry into the truck bay. This means the lights will turn on when a person walks in or a vehicle pulls in.

Projected costs not to exceed: \$20,500

Replace the Three Ground Level Walk-in Doors – Frames – Transom

- The existing doors appear to be original to the building. The doors are overall inefficient with a number of air gap weak points. During the recent snow event, the east door to the building was locked. When fire members arrived at the facility to respond to a call, the door lock was frozen in place and the interior floor was covered in snow that had blown in through this closed and locked door. Members had to quickly move to the south door to gain entry for their emergency response. This plan will replace the doors with high efficiency commercial doors, frames, and seals.
- The existing doors lack panic/push hardware for emergency and ADA egress. This plan will provide panic/push hardware for all three doors.

Project cost not to exceed: \$11,700

Keycard Access to Facility Doors

- The existing doors utilize a dual lock mechanism for both sides of the door. Meaning, doors are secured from the outside and inside by a key. There is not a method in place to secure the doors from the inside without a key. This does restrict emergency egress from the facility. Additionally, when a member leaves the department or potentially loses a key to the facility, if the key is not recovered, all door locks should be re-keyed. This plan calls for electronic keycard access to the east and south walk-in doors. This will allow for quicker entry in times of emergency response and safer departure. If a member quits or loses a key, that individual key card is disabled and the balance of the system remains operational.

Project cost not to exceed: \$10,000

Common Area – Office – Radio Room Remodel

- The present common area and office/radio room area have insufficient lighting, poorly maintained ceiling tiles/flooring, and lacks the properly operational use for the department moving forward. This plan will be completed with volunteer efforts from the fire members, with the costs of supplies being covered within the scope of this proposal. This plan will call for the continuation of the flooring into these areas, to match the flooring that was replaced in the spring of 2021. All walls and ceiling rails will be painted and the ceiling tiles will be replaced. The old kitchen on this level will be removed and that space will be remodeled to provide adequate secured storage for equipment.

Project cost not to exceed: \$4,000

Janitorial Services

- Janitorial services were previously supposed to be performed by the full-time employee. A tour of the building allows for the observation that this function was being ignored and minimal effort was given to maintain the cleanliness of the facility. Volunteer members have agreed to maintain what they can with the time that they have. However, periodic overall cleaning and sanitizing is necessary. This plan will allow for a professional janitorial service, already contracted by other city buildings, to visit the building two times per month to provide a general cleaning of all areas. Formal funding for this has been requested in the next fiscal year. In order to get this process in place in this fiscal year, funds need to be adjusted. A tentative agreement has been reached with the cleaning firm to provide this service at approximately \$100 per month/\$1,200 per year. This plan would allow for this service for the last five months of this fiscal year.

Project cost not to exceed: \$ 500

Due to the urgency of this item, for the safety of our members and the public, and for the reasons listed below, only one bid was received for the electrical/lighting portion of this project. Contractors are extremely busy and supply ordering has faced many delays. Ken’s Electric is a local and reliable business in which the city has a long and positive history of working with. Also, consideration of contractors’ schedules and those further delays could lead to limited availability of product played a role in this decision. Further, Ken’s Electric will be on-site doing other approved electrical projects.

The Public Safety Chief reached out electronically to four commercial door vendors. Two vendors responded with an interest. Those vendors are Zephyr Aluminum – Dubuque and Allied Glass – Cedar Falls. To date, only Allied Glass has provided an estimate.

Convergint is the company that the city utilized for the keycard access for the police department. In an effort to maintain one vendor, utilize software, equipment, cards, and systems that we are already familiar with, we obtained only one quote.

I would respectfully request permission to proceed with these projects, with the quotes that were able to be obtained and by utilizing existing funds as adjusted by recommendation. If any lower bids are submitted prior to project initiation and if those bids are submitted by an acceptable vendor, than that bid will be utilized.



Ken's Electric, Inc.
 841 1st Ave SE, Oelwein, Iowa 50662 United States
 (319) 283-4221

BILL TO

City of Oelwein
 20 2nd Avenue Southwest
 Oelwein, IA 50662 USA

ESTIMATE 16743277	ESTIMATE DATE Jan 04, 2022
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JOB ADDRESS

Oelwein Fire Department
 20 2nd Avenue Southwest
 Oelwein, IA 50662 USA

Job: 16658916

ESTIMATE DETAILS

Shop Lighting: Included will be the installation of new LED high bay lighting. We will install 6 rows of 4 lights for a total of 24. The lights will be installed on occupancy sensors with an adjustable off time. We will install a 120 volt outlet with USB port for a sign high in the center of the south wall. All material and labor have been included to install the above.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
S-SCR	SERVICE CALL REGULAR	1.00	\$115.00	\$115.00
S-HOURLY RATE	HOURLY RATE	96.00	\$85.00	\$8,160.00

Materials

MATERIAL	DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
08008378591	LED HIGHBAY 18,000 LUMEN 4K	24.00	\$285.00	\$6,840.00
78174715230	EMT BOX CONNECTOR SET SCREW 1/2	100.00	\$0.76	\$76.00
78174715231	EMT BOX CONNECTOR SET SCREW 3/4	16.00	\$1.28	\$20.48
EC12	EMT CONDUIT 1/2 PER 10 FT	50.00	\$13.49	\$674.50
EC34	EMT CONDUIT 3/4 PER 10 FT	20.00	\$19.34	\$386.80
78174709240	EMT COUPLING SET SCREW 1/2	75.00	\$0.85	\$63.75

78174709241	EMT COUPLING SET SCREW 3/4	30.00	\$1.37	\$41.10
78461056130	EMT STRAP ONE HOLE 1/2	150.00	\$0.58	\$87.00
78461056145	EMT STRAP ONE HOLE 3/4	60.00	\$0.70	\$42.00
78599116711	METAL BOX 4X4 DEEP	40.00	\$5.61	\$224.40
78599112071	METAL COVER 4X4 SINGLE OUTLET	24.00	\$5.49	\$131.76
78599113790	METAL COVER 4X4 BLANK	10.00	\$1.52	\$15.20
1010	CLM 09706-88-08 163 6FT SJT BLACK POWER CORD	24.00	\$14.55	\$349.20
98010022900	12 THHN BLACK PER FT	2000.00	\$0.64	\$1,280.00
98010023000	10 THHN BLACK PER FT	1200.00	\$0.95	\$1,140.00
MISC PARTS	Rab LOS2500/120 Occupancy Sensor	4.00	\$145.65	\$582.60
L37-844	CONTACTOR 2 POLE 40 120 VAC	1.00	\$66.17	\$66.17
78599112088	METAL COVER 4X4 GFI OUTLET	1.00	\$9.45	\$9.45
78599112058	METAL COVER 4X4 SWITCH	1.00	\$4.82	\$4.82
QO230	SQUARE D QO 2 POLE 30 BREAKER	1.00	\$40.79	\$40.79
SG-Y BAG	WIRE NUT YELLOW	250.00	\$0.24	\$60.00
78500712607	SWITCH IVORY STANDARD SINGLE POLE 20A	1.00	\$12.83	\$12.83
78500712763	USB OUTLET IVORY DECOR	1.00	\$50.36	\$50.36

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$20,474.21
TAX	\$0.00
TOTAL	\$20,474.21
EST. FINANCING	\$405.39

Thank you for choosing Ken's Electric, Inc.

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Ken's Electric, Inc. as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date



5436 Nordic Drive
 Suite A
 Cedar Falls, IA 50613
 Phone: (319) 266-6961

Proposal

January 14, 2022

Subject to the provisions shown on front and back of this sheet, we propose to furnish materials as per specifications below.
 Proposal is for materials F.O.B. our Cedar Rapids dock unless so stated otherwise below.
 Proposal is subjected to any applicable tax if not included and so stated below.
 Proposal does not include the installation of the specified material unless so stated below.
 We do not clean any glass or storefront construction or facing materials.

Customer: City of Oelwein

JOB: Oelwein Fire department

ADDRESS: 200 W Charles St, Oelwein, IA **CONTACT:** Jeremy

PHONE: (319) 283-4311 **FAX:** _____

DOLLARS (NET CASH) \$11, 670.00 Includes Labor, Materials (Tax Exempt)

Scope of work:

Includes:

- Demolition of existing doors and frames (North, south & East single doors and transom).
- Installation of new
 - (3) Kawneer 451T thermally broken aluminum frames (North, south & East single doors and transom).
 - (3) Kawneer 3070 medium style doors with 10" bottom rails (North, south & East single doors and transom).
- Door hardware includes LCN 4040Closures, Butt hinges, RIM panic exit devise, threshold and sweeps.
- Black anodized aluminum finish.
- Hardcoat LoE tempered insulated glass.
- Caulking aluminum frame interior and exterior perimeter (Caulking to match alum frames).

Excludes:

Taxes, No permits, no temporary enclosures, no final cleaning of glass or metal materials.

Thanks for the opportunity, let me know if you have any questions.

ACCEPTANCE

This proposal is subject to acceptance within 30 days of the above date and providing that such acceptance, properly signed, is delivered to Allied Glass Products, prior to any rise in prices of material or labor required as part of this proposal. This proposal may be withdrawn at any time prior to acceptance, and may also be withdrawn or cancelled after acceptance if the credit status of the one to whom this proposal is made is not approved by Allied Glass Products. Any clerical errors are subject to correction.

This proposal, together with the Terms, Liability and Conditions stated on the reverse side hereof, shall become the governing contract upon execution by both parties in the appropriate space provided.

Accepted _____

Allied Glass Products

Date _____

By Matt Thissen

SEE OTHER SIDE

TERMS

Terms of payment are net cash. Progress payments consisting of ninety percent (90%) of the value of all materials delivered to the job site and work performed during any calendar month shall be paid us on or before the 10th of the following month. The balance in full shall be paid us before the 10th of the month following completion of our contract. A monthly service charge equal to one and one-half percent (1 ½%) of the unpaid balance will be added in the event payment is not made in accordance with the above. Any rights of recovery hereunder by Allied Glass Products shall include attorney's fees incurred or paid by Allied Glass Products. Any claim on account of defective labor or material or dissatisfaction with the job for any other reason shall be deemed waived, unless we be notified in writing specifying in detail the items complained of, within ten (10) days from completion of job.

LIABILITY

Allied Glass Products assumes no liability for compliance with any building codes or ordinances or any other Bill or Act governing glass, glazing, or the framing of same if the material or/materials and method or/methods of installation are per plans and/or specifications prepared by others.

CONDITIONS

1. Should you accept this proposal, yet use your own contract form, it is understood that we shall incorporate and make a part thereof of a true copy of this proposal and all of its terms and conditions.
 2. The recipient of this proposal is reminded that he is responsible for compliance with any and all Federal, State or Local Safety Laws and/or Building Codes with respect to safety precautions. Impact restrictions and wind loading, by virtue of the specifications, either verbal or written, on which we based our proposal.
 3. The Work, as defined in the Contract, will be performed in a prompt and diligent manner. The Work will be started within ten (10) working days after we receive notification and determine that sufficient areas are ready for glazing, to insure reasonably continuous progress toward completion of the Work. We shall not be responsible for delays in performance caused by war, accidents, embargoes, fires, lock-outs, strikes, walk-outs; acts of God; unusual delays in the transportation or acquisition of materials equipment, and supplies; appropriation or requisition of materials, supplies, equipment, or facilities by any governmental authority; changes and revisions in the Work ordered pursuant to paragraph 13 below; or by any other cause beyond our control. We shall not install material and perform the Work under unfavorable weather conditions, as defined in manufacturer's instructions, or as determined by accepted practices in the glass and glazing industry.
 4. The Work, as defined herein, does not include the cleaning of glass, metal construction, or spandrels and unless specifically included on the reverse side hereof, does not include perimeter caulking between our metal construction and adjacent masonry or other framing material.
 5. All materials will be furnished in accordance with industry established tolerance with respect to color variances, thickness, and size, finish, texture, and performance standards. Because of its numerous and uncontrollable sources, we assume no responsibility of the formation of condensation or frost on glass or metal framing.
 6. All backing, framing, and masonry openings pertinent to our Work must be erected plumb and straight, and in exact accordance with working details and specifications prepared or approved by us. The furnishing and complete erection of backing, framing, and masonry for the reception of our glass and metal shall be done by others. The glazing of glass in steel casement sash, or other sash requiring the glass to be set from outside a multi-story building from a swing stage or other apparatus, will be done after all sash are set complete in their respective openings, and will require that the sash be made available for our glazing in bays or tiers the full height of the building. Before glazing is started, the ground around the building shall be graded level and back filled against the building, otherwise, an extra charge shall be applied.
 7. We are to be provided with suitable space at the job site for storage of our materials, without charge to us.
 8. We shall keep the building and premises clear of debris and rubbish arising from performance of our Work. We shall not accept or pay charges for removal of debris and rubbish by others, unless previously authorized by us in writing.
 9. We shall not be liable for breakage of or damage to glass, metal construction, and other materials, after installation, unless caused directly by our own employees.
 10. When contract is based on reuse of owner's glass or other materials, no rejections will be allowed except at owner's expense.
 11. After completion of installation, we assume no responsibility for stains or corrosion which may occur on metal storefront construction or glass.
 12. If this contract is executed by and between us and a general contractor, we shall not be liable for payment of any charges for use of telephone, electricity, heat, water, sheds, elevators, material hoists, scaffolding, ventilating, pumps, gangways, or sanitary facilities, or for plaster patching, office expenses, stenographic fees, watchmen, guards, and general cleaning, or any other back charge or pro-rated charge whether specifically billed to us or taken as an allowance or deduction against the contract price.
 13. We shall make additions, alterations, changes, deviations, and revisions in our Work only under the following conditions:
 - (1) If, during the final detailing of sash, metal construction or their openings, sizes of glass or metal are changed from those required for openings sizes shown in drawings on which our proposal is based;
 - (2) If a change or revision of the plans and specifications upon which this proposal is based is necessitated because of the non-compliance with any Federal, State or Local Safety or Building Codes;
 - (3) If you request in writing an alteration, change, deviation, or revision in the Work.
- Under any of the three conditions, we shall promptly submit for your acceptance, written cost or credit proposals for such revised Work, and shall not be required to perform such revised Work unless and until agreement is reached on our cost or credit proposals.
14. Any dispute or difference shall be subject to arbitration, if desired by either party to contract.
 15. Whenever the plans and specifications (if they exist) cannot be harmonized with any of the provisions and conditions of this proposal, the provisions and conditions of this proposal shall govern and prevail.
 16. Allied Glass Products maintains adequate insurance coverage for workmen's compensation, public liability, property damage, automotive and State unemployment taxes and will furnish evidence of such insurance if requested. However, any loss or damage caused by fire or vandalism to material delivered to the building, whether installed or not, shall be assumed by the owner or his insurance company.
 17. We are an equal opportunity employer.



201 Southeast Shurfine Dr Suite 6, Ankeny, Iowa 50021
Phone Mobile 6362121575
brandon.loveconvergint.com

January 18, 2022

Oelwein Fire Department
Oelwein Fire Department
501 Rock Island Road Oelwein, Iowa 50662
Attention: Julie Phillips

Quotation: BL07409061P
RFP#:
License/Cert

Reference: Access Control Installation

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



Scope of Work

SCOPE OF WORK:

Convergint Technologies will provide, install and program an Access Control System, which will function as the primary method to control access to your facility.

Door Locations & Detail

A total of **2** doors will be secured by the access control system. Each door will be outfitted with a new card reader, door contact, electric lock and request to exit motion device unless otherwise noted below. Door handles, crash bars, latches, deadbolts, keyed cylinders, and any other latching hardware are not included in this proposal unless otherwise noted below.

1. Fire Department Door 1 – Quote includes Reader, REX Motion and Door Contact. Electronic locking hardware to be determined and is not included in this quote
2. Fire Department Door 2 – Quote includes Reader, REX Motion and Door Contact. Electronic locking hardware to be determined and is not included in this quote

Head End Location

- **One (1)** control panel is required. The panel will be located in the following area:
- **Panel to be located in storage closet next to office with work station**
- The control panels will require 120V AC hardwired connection. This to be done by a qualified licensed electrician and shall be provided by the customer.
- Dedicated network jack, I.P. Address, Subnet Mask and Gateway information are required for communication. The control panel will require **(1)** network connection with **(1)** static IP addresses, which shall be provided by the customer.

Programming

Convergint Technologies shall provide all necessary labor to configure and program the system. The customer is responsible for defining access levels, time zones, personnel data, etc., along with the input of any other user-defined data.

Cabling



- Wire, cable and installation of wire and cable shall be completed by Convergent.
- Conduit that is required for wire runs shall be provided and installed by others.

Rental Equipment & Permits

- Any local permits needed are not included in this proposal.
- This quote includes the price to rent a lift for one day to run cable across the ceiling in the garage side of the fire department

Additional Information

- General labor hours are accounted for in this quote. ore labor hours may need to be added to fully perform the scope of work.
- Locking hardware is not included in this proposal as doors are being replaced at the Fire Department
- A change order will be needed to update the quote to include the locking hardware once doors are installed.

Materials

Line	Qty	Part	Description	Unit Price	Extended Price
1			Lenel Enclosure/Controller/Lock Power		
2	1.00	LNL-X2220	Intelligent Dual Reader Controller powered by 12 or 24 VDC 500mA (w/o Rdr Power),, size (6 (152mm) W x 8 (203mm) L x 1 (25mm)H); 6 MB standard cardholder flash memory, 50,000 of event memory, maximum of 32 devices, On-board Ethernet, Dual Path capability, on-board two door control, OSDP Secure Channel encryption with OnGuard 7.2, Wiegand or F2F; eight inputs, four outputs, cabinet tamper and power fault input monitors. Approvals: FCC Part 15, CE, RoHS, UL 294, UL 1076, CAN/ULC 60839-11-1:2016, CSA C22.2 No. 205-1983, cUL/ORD-C1076	\$ 1,871.43	\$ 1,871.43
3	1.00	AL400ULXB2	12VDC 4A, 24VDC 3A BOARD	\$ 164.94	\$ 164.94
4	1.00	ALT-TM400	MERCURY BOARD ENCLOSURE	\$ 175.37	\$ 175.37
5	1.00	ALT-ACM4	ACCESS POWER CONTROLLER;4 FUSEPROTECTED	\$ 46.51	\$ 46.51
6	1.00	ALT-VR6	VR6	\$ 52.16	\$ 52.16
7			Door Components - HID Readers, REX Motions, Door Contacts		
8	2.00	1076D-G	1 DIAMETER RECESSED STEELDOOR CONTACT W/ WIRE LEADSPDPT, GREY	\$ 21.80	\$ 43.60
9	2.00	HID-20NKS00000000	SIGNO 20,BLK/SLVR,PIG,CRD PFL STD,MA RDY	\$ 203.61	\$ 407.22
10	2.00	BOS-DS160	PIR REQUEST TO EXIT SENSOR WITH SOUNDER	\$ 75.21	\$ 150.42



Line	Qty	Part	Description	Unit Price	Extended Price
11	1.00	4461030CT	4 Element Composite Cable Plenum Ylw Jkt CT Print	\$ 1,037.14	\$ 1,037.14
12	0.20	556609	23-4P Unshielded Solid Plenum Cat6 Blu Jkt	\$ 390.00	\$ 78.00

Equipment Total	\$	4,026.79
Total Labor/Other Costs	\$	3,793.22
Freight/Warranty	\$	407.15
Tax if Applicable	\$	0.00
Total Project Price	\$	8,227.16



Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Twenty-Five percent (25%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.



Performance Items

Items Included	
Applicable Taxes	Freight (prepaid)
Installation of Control Equipment Enclosures	Installation of Control Panels
Loading Software on Customer Provided Computer	Mounting/Termination of Proposed Devices
One-Year Warranty on Labor	One-Year Warranty on Parts
Owner to Provide Static IP Addresses	Owner Training
Project Management	System Programming
Termination of Control Equipment Enclosures	Testing of all Proposed Devices

Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Attend General Contractor Project Meetings
Attend Owner Project Meetings	Authority having Jurisdiction permit drawing (requires customer CAD)
Cable	Ceiling Tiles and Ceiling Grid Repairs
Connection to Building Fire Alarm Panel	Correction of Wiring Faults Caused by Others
Door wiring typical connections	Electrical Installation Permit
Electrified Door Locking Hardware	Engineering and Drawings
Equipment rack layout drawing	FA Permit and Plan Review Fees
Fire Stopping (Excludes Existing Penetrations)	Fire Watch
Floor Coverings for Lifts	Floor plan with device placement and numbering (requires customer CAD)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Low Voltage Permits	Material (listed in the BOM)
On-Site Lockable Storage Facility	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Record Documentation (As-Built)
Riser drawing with home run wiring	Servers by Convergent
Servers by Others	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
Terminal Cabinets	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 8,227.16

Thank you for considering for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Brandon Love

Convergint
Brandon Love

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Julie Phillips

January 18, 2022

Customer Name (Printed)

Date

Authorized Signature

Title



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.

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"). 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:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- 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:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the facility which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent; and
- 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.

No monitoring services are included in the Work. Any such services shall be governed by a separate agreement.

Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

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

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, whichever is less), 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 SOLE AND EXCLUSIVE 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"):

- That Work performed under this Agreement will be of good quality;
- That all equipment will be new unless otherwise required or permitted by this Agreement;
- That the Work will be free from defects not inherent in the quality required or permitted; and
- 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 commercially 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 Agreement 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. 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	\$10,000,000 per occurrence/aggregate

All insurance policies carried by Convergent 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, 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 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. Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any 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 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 intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, SAFETY, & HAZARDOUS MATERIALS

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 its provision of the Work. 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.

Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys' fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages.

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 decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

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, subsidiaries 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, and disputes shall survive the termination of this Agreement.