

Pleasantdale Elementary School
8100 School Street
La Grange, IL 60525
708.246.4700 Fax: 708.246.4625



Pleasantdale Middle School
7450 S. Wolf Road
Burr Ridge, IL 60527
708.246.3210 Fax: 708.352.0092

Pleasantdale School District 107 | 7450 S. Wolf Road | Burr Ridge, IL 60527 | 708.784.2013 | Fax: 708.246.0161 | www.d107.org

To: Dr. Dave Palzet, Superintendent
From: Griffin L. Sonntag, Assistant Superintendent for Finance and Operations
Date: June 11, 2026
RE: PMS Fire Alarm Upgrade Project

Background information:

In March of 2026, the Board rejected bids from four electrical contractors for the fire alarm upgrades in the district. The lowest reliable bidder in that process had a bid of \$735,776. It was determined that the price and the scope of the project did not meet the district's current needs.

New Information:

Convergent Technologies, our fire alarm specialists and partners for more two decades, developed a proposal using materials and labor from the Sourcewell Cooperative Purchasing Contract #121024-CTL and soliciting proposals from three electrical contractors from the area. This proposal is Phase 1 of the PMS fire alarm upgrade and will be completed during the 2026-2027 school year. The final phase of the PMS fire alarm upgrade, Phase 2, is planned to be completed during the summer of 2027.

Recommendation: Approve Phase 1 of the fire alarm upgrade at Pleasantdale Middle School in the amount of \$177,849.

Convergint
One Commerce Drive,
Schaumburg, Illinois 60173
Phone (847) 620-5000
www.convergint.com

FIRE ALARM QUOTATION/ PROPOSAL

Date:

June 10, 2026

From:

Trey Cowan
FIRE ALARM & LIFE SAFETY
trey.cowan@convergint.com

Quotation #:

TC09781084P

Project Name:

Pleasantdale School District
Middle School
Pleasantdale MS- EST4 Upgrade (Phase 1)
Burr Ridge, Illinois

We are pleased to provide this proposal for your consideration. All equipment is warranted for ONE (1) year unless otherwise specified, against all defects in material and workmanship. This quotation is firm for THIRTY (30) days and price is based upon delivery of equipment within THREE (3) months. Convergent terms are net-30 based on monthly progress billings unless specified otherwise.

Scope of Work

General Project Scope:

Convergent Technologies proposes to provide equipment, programming, system start-up, testing, record drawings and warranty for the above project. The equipment list is included in this proposal.

Detailed Project Scope

- Phase 1 includes the upgrade of the existing Edwards EST3 fire alarm system to an Edwards EST4 fire alarm system, replacement of all existing analog field devices, and replacement of existing annunciators.
- As part of the EST4 migration, all existing analog initiating devices and modules currently connected to the system shall be replaced with new addressable devices compatible with the EST4 platform. This scope includes replacement of smoke detectors, heat detectors, pull stations, control relays, and input modules as identified in the attached bill of materials.
- Convergent Technologies shall furnish all fire alarm equipment, provide system programming, startup services, testing, commissioning, and project management associated with the EST4 upgrade.
- Convergent shall provide labor associated with the removal and installation of the field devices, required wiring modifications, device terminations, and assistance with the installation and mounting of two (2) new surface-mounted annunciators.
- Upon completion of installation, Convergent will perform testing and verification activities to ensure proper device operation, communication, and overall system functionality.
- An alternate price is included as Alternate No. 1 for the installation of new twisted-pair network cabling between fire alarm panels. This alternate is provided for budgeting purposes and will be utilized only if existing network pathways are determined to be unsuitable for reuse.
- **This proposal is subject to Sourcewell Master Agreement dated 03/04/2025 between Sourcewell and Convergent Technologies LLC for the Pleasantdale Middle School "7450 S Wolf Rd, Burr Ridge, IL 60527", Contract #121024 for the category of facility fire alarm systems, equipment, and software of related services. All terms and conditions of the Sourcewell master agreement, to the extent not expressly supplemented herein, are hereby incorporated into the terms and conditions of this proposal as set out in full herein.**

Bill of Material

The following bill of materials is intended to describe the scope of work/equipment provided by Convergent for this project by identifying major device and panel quantities. This bill of material is not intended to be a comprehensive list of all fire alarm system parts, components or accessories.

Line#	Quantity	Part Number	Description	Manufacturer
1	Admin			
2	1.00	4-CAB24DR	Door Assembly, 24 Space, Red, Edwards	Edwards
3	1.00	4-LCDLE	Display, Main LCD Module for 4-8ANNMT, 4-16ANNMT, 4-24ANNMT and 3-CABxB, Edwards	Edwards
4	1.00	4-24L12S	Control Display Module, 24 LED/12 Switch, Edwards	Edwards
5	1.00	4-CPU	Central Processor Module, Edwards-- Fire panel network node count: 1	Edwards
6	1.00	4-COMREL	Common Relay Module, Edwards	Edwards
7	3.00	4-PPS/M	Primary Power Supply	Edwards
8	1.00	4-SSDC	EST4 Single Signature Driver Controller. Comes with one 4-SDC	Edwards
9	2.00	4-NET-TP	SFP Network Controller, 2Mbps Shared TX/RX, Twisted Pair	Edwards
10	2.00	12V40A	Battery, 12V, 40AH	Edwards
11	1.00	4-2ANNMT	Annunciator Backbox, 2 Space, Black, Edwards	Edwards
12	1.00	4-2ANN	LCD Annunciator, Bronze, Edwards	Edwards
13	2.00	4-NET-TP	SFP Network Controller, 2Mbps Shared TX/RX, Twisted Pair	Edwards
14	Middle School			
15	1.00	4-CAB24DR	Door Assembly, 24 Space, Red, Edwards	Edwards
16	1.00	4-CPU	Central Processor Module, Edwards-- Fire panel network node count: 1	Edwards
17	1.00	4-COMREL	Common Relay Module, Edwards	Edwards
18	1.00	4-LCDLE	Display, Main LCD Module for 4-8ANNMT, 4-16ANNMT, 4-24ANNMT and 3-CABxB, Edwards	Edwards
19	2.00	4-SDDC	EST4 Dual Signature Driver Controller. Comes with two 4-SDCs	Edwards
20	22.00	4-FIL	Blank Filler, Edwards	Edwards
21	2.00	4-NET-TP	SFP Network Controller, 2Mbps Shared TX/RX, Twisted Pair	Edwards
22	2.00	12V50A	Battery, 12V, 50AH	Edwards
23	1.00	4-6ANNMT	Annunciator Backbox, 6 Space, Black, Edwards	Edwards
24	1.00	4-6ANN	6 Space Annunciator w/doors and CPU Bronze	Edwards

25	1.00	4-LCDANN	Display, Main LCD Module for 4-2ANNMT, 4-4ANNMT, and 4-6ANNMT, Edwards	Edwards
26	2.00	4-NET-TP	SFP Network Controller, 2Mbps Shared TX/RX, Twisted Pair	Edwards
27	4.00	4-FIL	Blank Filler, Edwards	Edwards
28	Analog Devices			
29	2.00	3-SSDC2	Single Data Circuit Module	Edwards
30	38.00	SIGA-OSD	Photo Smoke Detector, Optica	Edwards
31	51.00	SIGA-HRD	FT/ROR Heat Detector, 3rd Gen	Edwards
32	89.00	SIGA-SB4	Standard Base w/ Trim Skirt	Edwards
33	31.00	SIGA-278	Double Action Pull Station	Edwards
34	4.00	SIGA-CR	Control Relay	Edwards
35	5.00	SIGA-CT1	Single Input Module	Edwards
36	1.00	ED-MR101C	Auxiliary Relay W/Encl Spdt	Edwards
37	38.00	ED-1206B	Wire Guard	Edwards

-	Lot	-	Technician Labor	Convergint
-	Lot	-	Project Management Labor	Convergint
-	Lot	-	Electrical Installation	Convergint
-	Lot	-	Record Drawings	Convergint

Bid Qualification

This proposal is based upon the information provided to Convergent. Please carefully review this "Bid Qualification" section and verify any additional service and/ or equipment related to this proposal and the provision of a complete and operating system.

Spec Section:	N/A	Section Name(s):	N/A
Drawing Date:	N/A	Drawing Sheets:	N/A
Addendums:	N/A	Schedule:	N/A
Other/ General:	Site Visit on 5/22/2026		

Clarifications and Alternates

1. All work is to be done during normal business hours, Monday through Friday.
2. Electrical permits shall be provided by the electrical contractor.
3. Material warranty is currently 3 years but can be extended to 5 or 7 years with the execution of a service contract with the same duration.
4. Full system tests will be incorporated with annual contracted testing. Testing includes 10% spot inspection of critical device systems such as elevator recall, sprinkler systems, notification devices, etc.
5. If a technician is scheduled on site and must wait for a contractor/customer to finish before they can work, additional billing may occur due to down time.
6. This proposal is tax exempt.
7. Proposal is provided in accordance with the attached Terms & Conditions. Project specific Terms & Conditions are subject to mutually agreeable negotiations.
8. Convergent agrees to perform and implement any resulting contract in accordance with all applicable laws and regulations.
9. Please note that 50% of the contract price is due upon acceptance for mobilization and product procurement.
10. We agree to perform and implement any resulting contract in accordance with all applicable laws and regulations. Please note that Convergent is a federal contractor and must comply with the obligations set forth in Executive Order ("EO") 14173. In the event of any conflict or inconsistency between the requirements of EO 14173 and any other term, condition, or provision of this RFP, federal law shall control.
11. Pricing is based on current market conditions and does not include any potential tariffs, duties, or manufacturer-imposed surcharges that may arise during the course of the project. If such costs are incurred due to changes in trade policies, supply chain disruptions, or other external factors beyond Convergent's control, Convergent will assess their impact and submit a formal change order for review. Project continuation may require an adjustment to the budget accordingly. Customer's agreement to the change request will not be unreasonably withheld.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unanticipated increases to Convergent in the cost of 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 Convergint actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergint's actual cost of obtaining the products above the cost upon which the quote or agreement was based, by change order or otherwise, and Convergint agrees that it shall make commercially reasonable efforts to minimize any such increase.



Exclusions

- 1) Sales & Use Taxes.
- 2) Permit Fees, Plan Review Fees, Permit Applications.
- 3) 2-Way Emergency Communication / Area of Rescue System(s).
- 4) Replacement of Any Existing Field Initiating or Notification Devices that are Non-Operational or Defective.
- 5) Items not shown, scheduled, detailed or specified on the plan drawings, diagrams or specifications.
- 6) Central or Remote Station Monitoring Services.
- 7) External Fire Radio Transmitters and Installation.
- 8) Emergency Responder Radio Enhancement system(s) and connections to them.
- 9) Egress unlocking controls.
- 10) Knox Boxes
- 11) Videography/Recording services.
- 12) BIM or 3-Dimensional Drawings.
- 13) Any Additions or Modifications required by the AHJ and/or Illinois State Board of Education.
- 14) Equipment or Technical Services should the Existing Fire Alarm Control Panel have Existing Troubles.
- 15) Detection for any Smoke Migration / Mitigation Devices.
- 16) Any NFPA-13 Fire Sprinkler System Accessories.
- 17) Credit Card Processing or vendor payment portal participation fees of any kind for invoice submission and payments, these will be additional charges.
- 18) Extended Warranty and/or Maintenance/Service/Inspections Contract Costs.

- 19) Fireworks Interface/PC and/or Fire Alarm System Graphic Maps or ConnectedSafety+.
- 20) Fire Alarm System Graphic Annunciator(s).
- 21) Magnetic Door Holders (All existing to remain and be reused.
- 22) Smoke Control/Purge System(s).
- 23) Beam Detectors.
- 24) Duct Detectors (existing to remain).
- 25) Air Aspirating Detection (ASD) and/or Heat Wire in Elevator Shaft.
- 26) Stairwell and/or Elevator Shaft Pressurization.
- 27) Paging System Interface.
- 28) Blue or Amber Strobe for CO Alarm.
- 29) Addition NAC Power Supplies (Existing to remain)



Project Price For:	Pleasantdale MS- EST4 Upgrade (Phase 1)
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CONVERGINT TOTAL PROJECT PRICE: \$177,849.00

Alternate #1 (New Network Wire): + \$6,240.00

Thank you for considering our budgetary proposal. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like us to proceed with the scope of work as outlined in this proposal, please sign below and email back to trey.cowan@convergint.com.

Sincerely,

Trey Cowan

Trey Cowan

Fire Alarm & Life Safety

By signing below, I accept this proposal and agree to the Terms and Conditions V4.1 dated September 2024 contained herein.

CUSTOMER NAME

DATE

AUTHORIZED SIGNATURE

PRINTED NAME / TITLE

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate (such as Customer's purchase order form) which are in addition to or inconsistent with the terms and conditions of this Agreement, or which are implied by trade, custom, practice or course of dealing, all of which are deemed expressly rejected and will not be binding.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

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 site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; 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 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.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO PEOPLE, PREMISES, OR PROPERTY. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a multi-layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement) and training of its personnel. Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

Applicable to Monitoring Services Only: If Monitoring Services are identified in the Proposal, the parties agree that (a) these Terms and Conditions are not applicable, and (b) Monitoring Services are governed by the Monitoring Services Terms and Conditions effective on the Effective Date of the Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Monitoring Services" is defined as "Services" in the Monitoring Services Terms and Conditions.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) 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 fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one 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 completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, 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

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) 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 Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due 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: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, 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 not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

Applicable to Weapons Detection Only: If Convergent provides Weapons Detection Systems or Services, then such Systems and Services are further governed by the Weapons Detection Addendum effective on the Effective Date of this Proposal and available at <https://www.convergent.com/terms>, which is incorporated by reference as if set forth herein in full. "Weapons Detection Systems or Services" means any "Systems" and/or "Services" as each are defined in the Weapons Detection Addendum.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED 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 AND (B) THE AGGREGATE LIABILITY OF CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws, rules, and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation 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.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided for or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. 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 site. To the fullest extent allowed by law, 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 site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Convergent's obligations and liabilities regarding information security and Processing of customer information or data, including Personal Data, are limited to Processing performed by Convergent (if any). OEM and Third Party Product information security and Processing is governed by applicable OEM end user licensing agreements or terms. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent accesses Customer's information systems, Convergent will not be responsible or liable for losses or harms caused by following Customer's instructions, caused by Third Party Products, caused by third party or Customer-specified remote access software, or that are otherwise not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of

fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

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, unless the dispute requires injunctive relief, 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 (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator 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. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

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 and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

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.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

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 and Convergent. 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, indemnity, limitation of liability, confidentiality and disputes shall survive the termination of this Agreement.

Convergent provides additional product safety and service information at <https://www.convergent.com/terms/> (see "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION"), which it encourages Customer to review prior to use.