MEMORANDUM

TO: Airport Board
FROM: Patrick Dame, C.M., Executive Director
DATE: May 11, 2021
RE: Change Order #1, Airport Project #20-5297
Exit Lane Replacement

Change Order #1 is attached which includes additional charges for expedited freight. Due to the pandemic, there is a significant delay in getting the exit lane equipment from Germany. In order to keep the project on schedule and completed prior to the start of the summer season, expedited shipping is warranted and needed.

Original Contract: $ 427,654.74
Change Order #1: $ 12,244.92
Revised Contract Amount: $ 439,899.66

STAFF RECOMMENDATION: Staff recommends Board approval of Change Order #1 for an increase of $12,244.92 for a total contract of $439,899.66.
Exit Lane Replacement
PROJECT NO. 20-5297
Convergint Technologies

ORIGINAL CONTRACT AMOUNT: $427,654.74

<table>
<thead>
<tr>
<th>C.C.O. HISTORY INCREASE/(DECREASE)</th>
<th>PRIOR ADJUSTED CONTRACT PRICE: $427,654.74</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCO #1 12,244.92</td>
<td>NET INCREASE/(DECREASE): $12,244.92</td>
</tr>
<tr>
<td></td>
<td>ADJUSTED CONTRACT PRICE: $439,899.66</td>
</tr>
<tr>
<td>TOTAL $12,244.92</td>
<td>CHANGE TO DATE: $12,244.92</td>
</tr>
</tbody>
</table>

| Initial Funding                  | $427,654.74                                 |
| Fund Type                         | CAPITAL                                     |
| Department                        | 0909                                        |
| Line Item                         | 4320                                        |
| Fund                              | 0734                                        |

| CCO #1 $12,244.92                  | $12,244.92                                  |

| Adjusted Funding                  | $439,899.66                                 |

<table>
<thead>
<tr>
<th>Description</th>
<th>Reason for Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freight</td>
<td>Due to the pandemic, there is a significant delay in getting the exit lane equipment. In order to keep this project on schedule, and the exit lane completed prior to the busy season, expedited shipping is needed.</td>
</tr>
</tbody>
</table>

Contractor: Convergint Technologies
Date

Airport Project Manager: Chris Deitz
Date

Airport Board President: Rod Pettigrew
Date
April 28, 2021

Rapid City Regional Airport
4550 Terminal Road Rapid City, South Dakota 57703

Reference: RCRA Exit Breach Freight Change Order

On behalf of Convergint’s global network of colleagues, I would like to personally thank you for providing Convergint Technologies 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 Technologies as your partner.
**Scope of Work**

This quote is the additional freight to expedite order for May delivery.

**Materials**

<table>
<thead>
<tr>
<th>Line</th>
<th>Qty</th>
<th>Part</th>
<th>Description</th>
<th>Manufacturer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Project Price</strong></td>
<td>$12,244.92</td>
</tr>
</tbody>
</table>
Clarifications and Exclusion

1. Permits or associated fees are not included.
2. Proposal does not include sales tax unless otherwise noted.
3. 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.
4. Convergint Technologies 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.

Total Project Investment:  $12,244.92

Thank you for considering Convergint Technologies 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,

Mike Shanahan
Convergint Technologies
Mike Shanahan

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

__________________________________________________________________________
Customer Name (Printed)            April 28, 2021

__________________________________________________________________________
Authorized Signature               Date

__________________________________________________________________________
Title
Convergint Technologies’ Install Terms & Conditions

Throughout this Installation Proposal, the term, “Convergint” refers to the Convergint Technologies affiliate operating in the state/province in which the work is being performed, specifically, “Convergint Technologies LLC” or “Convergint 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. It represents the entire agreement between Convergint and Customer (the “Agreement”) and it may only be amended by a written document signed by both Convergint 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.

Convergint 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. To secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and

d. To 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 Convergint:

a. To promptly approve submittals provided by Convergint;

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 Convergint; 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 Convergint is first notified of the emergency or failure and until such time that Convergint 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. 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, Convergint will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergint as invoiced, within forty-five (45) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergint in full after the Work has been performed within forty-five (45) 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 Convergint, Convergint shall be entitled to suspend the Work until paid.

SECTION 4. WARRANTY

Convergint 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.

Any equipment or products installed by Convergint in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergint hereby assigns to Customer without recourse to Convergint. Upon request of Customer, Convergint 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 Convergint, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTEE, 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 violating this Agreement or any bond given hereunder, Customer or Convergint 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 Convergint and Customer. If Customer orders any additional work or causes any material interference with Convergint’s performance of the Work, Convergint 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 Convergint shall be responsible or liable for, or 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 consent or negligence of the other 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, vandalism, power failure, source current fluctuations or lighting. If performed 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.

SECTION 7. INSURANCE

Convergint 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 |
| Employmee’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 |

Convergint Technologies’ Install Terms & Conditions

Version 1.09 April 2017