

### AMENDMENT NO. 1

This Amendment modifies Contract No.1545-14234 for Maintenance and Repair of EST Fire Alarm System by and between the County of Cook, Illinois, herein referred to as "County" and Convergent Technologies LLC, authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the by the Chief Procurement Officer on February 9, 2015, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Maintenance and Repair of EST Fire Alarm System (hereinafter referred to as "Services") from March 1, 2015 and February 28, 2018; with two, one-year renewal options, in an amount not to exceed \$90,000.00; and

Whereas, the County and Contractor desire to include an additional service location to the Contract.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is hereby amended to incorporate the Domestic Violence Courthouse located at 555 W. Harrison Street, Chicago, IL and made part of the Contract.
2. GC-04 Payment of the Agreement is deleted in its entirety and is revised as follows:

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

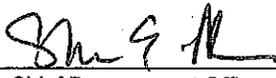
The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3. All other terms and conditions remain as stated in the Contract.

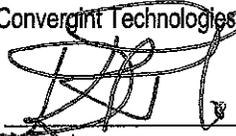
In witness whereof, the County and Contractor have caused this Amendment No. 1 to be executed on the date and year last written below.

County of Cook, Illinois

By:   
Chief Procurement Officer

By: N/A  
State's Attorney (if applicable)

Convergent Technologies LLC

  
Signed

Ken Lochiatto  
Type or print name

CEO/President  
Title

Date: 8 October 2015

Date: 9/11/15

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

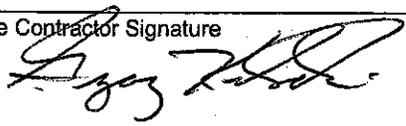
Bid/RFP/RFQ No.: <b>1545-14234</b>	Date: <b>2/9/15</b>
Total Bid or Proposal Amount: <b>\$90,000</b>	Contract Title: <b>Maintenance &amp; repair of EST F/A systems</b>
Contractor: <b>Convergint Technologies LLC</b>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <b>n/a</b>
Authorized Contact for Contractor: <b>Greg Kubacki</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): <b>greg.kubacki@convergint.com</b>	Email Address (Subcontractor):
Company Address (Contractor): <b>One Commerce Dr.</b>	Company Address (Subcontractor):
City, State and Zip (Contractor): <b>Schaumburg IL 60173</b>	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor) <b>847-620-5000</b>	Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Contractor) <b>3/1/15 - 2/28/18</b>	Estimated Start and Completion Dates (Subcontractor)

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
<b>Maintenance and repair of EST/Fire Alarm Systems</b>	<b>\$90,000</b>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor **Convergint Technologies LLC**

Name <b>Gregory Kubacki</b>	
Title <b>VP</b>	<b>10/1/15</b>
Prime Contractor Signature 	Date