

Dispatch Console Furniture Services Agreement

THIS AGREEMENT is made and entered into by and between CHATHAM COUNTY, PO Box 1809, Pittsboro NC 27312 hereafter referred to as CHATHAM COUNTY and XYBIX Systems Inc., 8207 SouthPark Circle, Littleton, CO 80120, hereafter referred to as the "Contractor".

RECITALS

WHEREAS, CHATHAM COUNTY wishes to purchase the services of the Contractor to provide new dispatch console furniture; and

WHEREAS, there are funds available for the purchase of these services;

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, CHATHAM COUNTY and the Contractor agree as follows:

ARTICLE 1: TERM AND COST OF THE AGREEMENT

1.2 The Contractor shall be paid for time, materials and expenses. The cost of this Agreement to CHATHAM COUNTY shall not exceed \$487,285.61 as per the sum of quotes 29102B (\$306,065.65) and 28702B (\$181,219.96) and drawings; Chatham County Emergency Operations Center Main – 22773, R5 and Chatham County Backup -23293 R3 attached hereto and identified as Attachments A, B. If CHATHAM COUNTY modifies these drawings, the quote and amounts will change accordingly.

1.3 Acceptance Test Plan – A CHATHAM COUNTY representative shall be available on maximum 24 hours' notice to walk the project with Contractor's representative for the purpose of testing the functionality and specification compliance of all equipment supplied by the Contractor. A "punch list" will be created and signed by both parties with Contractor indicating the lead time required to complete punch list. CHATHAM COUNTY may withhold a maximum of 10% of the contract total as retention for completion of the punch list. Punch list form is attached hereto and identified as Attachment C.

1.4 Time is of the essence on this project. The Contractor agrees to have the console furniture built, installed and tested as follows:

1.4.1.1 Chatham County Backup -23293 by October 20, 2022 with an estimated installation date of September 20, 2022.

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- 1.4.1.2 Chatham County Emergency Operations Center Main – 22773 by December 29, 2022 with an estimated installation date of November 29, 2022.
 - 1.4.1.3 CHATHAM COUNTY agrees to have a “complete order” to Contractor by May 20, 2022.
 - 1.4.1.4 If the installation of either of these projects must adjust to a time later than March 1, 2023, the pricing and quotes for the effected project will be adjusted to current market pricing.
- 1.5 The Contract documents are as follows. This agreement and any amendments to it include;
- Attachment A – Quotations; 29102B and 28702B
 - Attachment B – Drawings; Chatham County Emergency Operations Center Main – 22773, R5 and Chatham County Backup -23293 R3

ARTICLE 2: EQUIPMENT AND SERVICES TO BE PROVIDED.

2.1 The specifications in this Agreement identify the type of console furniture equipment CHATHAM COUNTY is purchasing and installing.

2.1.1 CHATHAM COUNTY shall designate one employee as the Project Director who shall act with and on behalf of CHATHAM COUNTY. That employee shall be Mike Reitz. The Contractor, his employees and associates shall coordinate work schedules with the Project Director, Mr. Kelley Smith.

2.1.2 The Contractor shall provide all hardware, system engineering, software, material and labor necessary to deliver, install and test, fully operational console furniture equipment. Delivery and installation is to be at CHATHAM COUNTY located at 112 Innovation Way, Plattsboro, NC 27312 (for project 22773) and 3670 Alston Bridge Rd, Siler City, NC 27344 (for project 23293). The Contractor shall be responsible for installing the dispatch console furniture in the location(s) indicated, and as directed by the Project Director.

2.2 WORK INCLUDED: All necessary and incidental equipment needed in order to meet the requirement for a complete installation in full compliance with specifications and approved drawings shall be supplied by the Contractor. The Contractor is responsible for verifying the completeness of any parts lists, the correctness of any type numbers and the overall suitability of the equipment to meet the main purpose of this

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Agreement.

ARTICLE 3: GENERAL TERMS

3.1 **LICENSES, PERMITS AND APPROVALS:** The Contractor shall obtain and pay for all permits, licenses and approvals necessary for the execution of the Contract and shall comply with all of the laws, ordinances, rules, orders, and regulations relating to performance of work.

3.2 **SHIPMENT OF EQUIPMENT:** The Contractor shall assume all risk and bear all costs for all equipment until it has been delivered to CHATHAM COUNTY premises. The Contractor shall unpack and inspect all equipment to verify it is free of physical defects.

3.3 **STORAGE OF MATERIALS:** CHATHAM COUNTY will provide a reasonable level of security for storage after delivery by Contractor and prior to final acceptance. It shall be the Contractor's responsibility for storage of any materials and CHATHAM COUNTY will not be responsible for loss of, or damage to materials, tools, appliances, or other causes unless such loss or damage results from negligence of CHATHAM COUNTY.

3.4 **ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement or its right, title or interest in or any part thereof, without previous written consent of CHATHAM COUNTY and any sureties.

3.5 **PAYMENTS:** The Contractor may submit billing invoices based on the following schedule: 50% billable upon contract execution and 40% billable upon delivery of materials Net 30 day terms. A 10% punch list retention for final touch up to be paid within 30 days of final sign-off or beneficial use and occupancy of Consoles, whichever occurs first.

3.6 **TITLE FOR EQUIPMENT:** Title passes to CHATHAM COUNTY upon final sign-off, acceptance and payment in full. No written title document need be supplied by the Contractor.

3.7 **EXTRA WORK:** No claims for extra work will be allowed unless same shall have been previously ordered by CHATHAM COUNTY in a written change order.

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3.8 TAX EXEMPT STATUS: This project is not tax exempt. Taxes will be estimated on invoice and final amount calculated on day of invoice.

3.9 DELIVERY REQUIREMENTS - CONTRACTOR RELEASE: Contractor shall be excused from performance during the time and to the extent they are prevented from obtaining, delivering, or performing in the customary manner, by acts of God, fire, war, strike, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. Contractor shall provide CHATHAM COUNTY satisfactory evidence that non-performance is due to other than fault or negligence on their part.

3.10 TESTING: All equipment to be supplied under this Contract shall be tested in the factory of manufacture by the original equipment manufacturer before shipping. CHATHAM COUNTY reserves the right, at CHATHAM COUNTY's expense, to personally witness and participate in the factory testing.

3.11 CLEANING: Each day during the installation, the Contractor shall keep clean the portion of the premises where work is being done and remove from the premise any trash, litter, packing, or other materials that result from the performance of the Agreement.

3.12 CONTRACT MANAGEMENT: The Contractor shall appoint a Project Manager who shall be responsible for the progress and quality of all work to be performed, and be available for discussions, when requested by the Project Director, concerning the fulfillment of the Agreement. Official documents addressed to the Contractor will be delivered to the Project Manager by the Project Director. The Project Manager shall be available for work on this project at the time of signing the Agreement.

3.13 NOTICE AND SERVICE THEREOF: Any notice to the Contractor from CHATHAM COUNTY relative to any part of this agreement shall be considered delivered and the service thereof completed when said notice is posted by certified mail to the said Contractor at its last given address or delivered in person to said Contractor or its Project Manager on the job.

3.14 EQUIPMENT AND INSPECTION: The duty for determining rejected or defective equipment shall rest equally upon the Contractor and CHATHAM COUNTY and faulty equipment and defective work may be rejected at any time before the final completion and acceptance of the work.

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3.15 INSURANCE: If required and upon request by CHATHAM COUNTY, Contractor can provide a certified proof of insurance. The certificate will follow these terms and requirements.

Work shall not commence until all necessary insurance requirements have been met and certificates thereof have been filed with CHATHAM COUNTY. All certificates of insurance shall be made out to CHATHAM COUNTY and submitted to CHATHAM COUNTY prior to the signed Agreement.

The insurance required below shall remain in effect throughout the term of this Agreement, and must not be allowed to lapse by the Contractor.

The Contractor shall require that all Subcontractors, including individuals hired as Independent Contractors, also maintain the insurance required below. The Subcontractors, and individuals hired as Independent Contractors, shall provide certificates of insurance to the Contractor, and the Contractor shall provide copies of those certificates to the City before the Subcontractor begins work.

Renewal certificates, for the Contractor, all Subcontractors, and all Independent Contractors, shall be submitted to CHATHAM COUNTY for policies which expire during the term of this agreement, or work may be stopped or payment delayed by CHATHAM COUNTY.

Insurance Requirements

The Contractor agrees it will defend, indemnify and hold harmless CHATHAM COUNTY, its officers and employees against any and all liability, loss, costs, damages and expenses which CHATHAM COUNTY, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Contractor further agrees that in order to protect itself as well as CHATHAM COUNTY under the indemnity provision set forth above, it will at all times during the term of this Contract keep in force:

1. Comprehensive General Liability Insurance Policy with minimum limits of \$1,000,000 combined single limit (CSL), with coverage pertaining to operation and premises of Contractor;

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2. Automobile Liability Insurance including owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit (CSL) for total bodily injuries and/or damages arising from any one accident. If automobiles are not used, we must receive a letter from you stating this;
3. Workers Compensation Insurance.
4. Prior to the effective date of this Agreement, and as a condition precedent to this Agreement, the Contractor will furnish the Owner with certificates of insurance listing CHATHAM COUNTY as Additionally Insured.

3.16 **LAW OF THE STATE OF NORTH CAROLINA:** This Agreement is entered into within the State of North Carolina, and the law of said state, whether substantive or procedural, shall apply to this Agreement, and that all statutory, charter and ordinance provisions that are applicable to public Contracts in the City and the State of North Carolina shall be followed with respect to this Agreement.

3.17 **RECORDS - AVAILABILITY AND RETENTION:** Pursuant to Colorado Statutes, the Contractor agrees that CHATHAM COUNTY, the CHATHAM COUNTY Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

3.18 **NON-DISCRIMINATION:** During the performance of this Agreement, the Contractor agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, sexual orientation, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

3.19 **MERGER AND MODIFICATION:** It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes

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all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

3.20 INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partners or joint ventures within CHATHAM COUNTY. No tenure or any rights or benefits including Workers Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available CHATHAM COUNTY employees, shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

3.21 WARRANTY: The Contractor shall warrant to CHATHAM COUNTY that the equipment to be delivered shall conform to the specifications and be free from defects in materials and workmanship.

3.21.1 Time of Warranty: The Contractor shall warrant all materials and workmanship supplied for a period of five years from the date of final completion and acceptance of the total complete work by CHATHAM COUNTY or beneficial use and occupancy of the furniture whichever occurs first. If however, CHATHAM COUNTY has purchased under 2021 pricing or newer for a ten-year term warranty, OR has purchased by line-item an additional warranty, the warranty period will be expanded to the appropriate term. This information is noted on the attached Quote.

3.21.2 Design Performance: The Contractor shall warrant that the equipment is capable of performing satisfactorily under normal operating conditions at specified equipment ratings and capacity. The Contractor shall warrant that the equipment supplied is free from imperfections in design, materials or construction which would create hazards.

3.22 TRAINING AND DOCUMENTATION: The Contractor shall provide on-site training and instruction for CHATHAM COUNTY employees covering the operation of the console work position features including, but not limited, to the adjustable monitor surface and the adjustable writing and keyboard surface. The Contractor shall also provide the Owner with any and all pertinent documentation describing the features and operation for the console work positions.

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3.23 SCHEDULE: CHATHAM COUNTY will provide a date a minimum of ninety (90) calendar days in advance when installation is to begin for each installation project. The Contractor is to complete installation within approximately 10 calendar days after that date unless the project plan or negotiated agreement state differently. These dates to be discussed and confirmed in writing with Xybix Project Manager.

3.24 The prices, terms, and conditions of this contract may be extended to other governmental agencies at the mutual agreement of both the agency and the Contractor. All requirements of the specifications, purchase order, invoices, and payments with the other agencies would be executed directly between the Contractor and the using agency.

ARTICLE 4: CONSOLE FURNITURE GENERAL REQUIREMENTS

4.1 NEW EQUIPMENT: All equipment and materials shall be new, and shall be the best of their respective kinds, free of corrosion, scratches, or such other defects as to present anything other than a new appearance. This agreement defines the minimum technical requirements and parameters for all console furniture units for the CHATHAM COUNTY EOC center.

4.1.1 Current Design: The electronic equipment to be installed by others in the console furniture will be modular and reflect current concepts in dispatch center design.

4.1.2 Standards: The console furniture shall meet or exceed the latest applicable ADA, BIFMA, and ANSI/HFES100-2007 Ergonomic Standards. All panels and equipment mounting rails shall conform to EIA standards.

4.2 MECHANICAL REQUIREMENTS: The radio communications console furniture shall have an electrically adjustable keyboard shelf/writing surface independent of the monitor surface and an electrically adjustable monitor surface.

4.2.1 Construction: If selected, the console furniture panel enclosure shall consist of a 14 ga. welded and powder coated painted steel framework with 20 ga. steel (fabric/acoustical) tiles or panel segments attached to both sides to form a strong and attractive enclosure system. The acoustical panels shall use Class A flame

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spread fabrics and all panel system components shall be of non-combustible construction. Console furniture must be designed so it can be disassembled and reconfigured in the field.

4.2.2 Colors and Finish: The consoles shall have colors and finishes as follows:

Project 22773 and Project 23293

Panel Trim : Black

Panel Fabric Upper : CF Stinson Binary Graphite BIN57

Panel Fabric Lower : CF Stinson Binary Graphite BIN57

3D Laminate Counter : Dackor Rock, Ash A016

3D Laminate Drawer&Door Front : Dackor Tafisa, Smithy Street D084

Melamine : Panolam Storm TFL S565

Edgeband : Panolam Storm TFL match

Handle : Eagle Silver

4.2.3 Work Surface: The Contractor shall provide a vertically adjustable, electric powered, keyboard/writing surface. The writing/keyboard surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the writing surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.

4.2.4 Monitor Surface: The Contractor shall provide a vertically adjustable, electric powered, monitor surface. The monitor surface shall be vertically adjustable with a lifting capacity of 350 pounds. The top of the monitor surface shall be at a height from the floor of 23 inches when at the lowest vertical setting. The highest vertical setting shall be 50 inches allowing an operator to work comfortably while in a standing position.

4.3 Stability: The console furniture shall be designed to prevent the console from tipping over due to high loads on the writing/keyboard or monitor surfaces or elsewhere. The consoles shall be capable of resisting a static load anywhere on the writing surface of 500 lbs. without damage resulting. Support legs shall not interfere with operator feet.

4.4 Leveling: The bottom of the console furniture shall be equipped with leveling devices that the Contractor shall use at the time of installation to provide a

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writing surface that is essentially level even if there is a slight variation from level in the flooring.

4.5 Task Lighting: If selected, each of the indicated consoles shall be equipped with a Contractor provided, installed and connected articulating task light, equipped with LED light bulbs as per approved drawings.

4.6 Axys or MyClimate Personal Environments Circulated Air System: If selected and per the drawings in Attachment B, the Contractor shall provide and install an Axys or MyClimate Personal Environments System for each of the console furniture positions.

4.7 Focal Depth adjustment. LCD monitors can be placed on a RollerVision focal depth adjuster which provides 10 inches of easy manual adjustment from 20" minimum to 30 maximum.

4.8 Drawings: Contract drawings as approved by Customer shall be the basis for all materials provided and for installation of consoles in the space provided. It is the responsibility of CHATHAM COUNTY to verify with Contractor that all equipment is accounted for.

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Contractor having signed this Agreement, and the CHATHAM COUNTY officials having duly approved this contract on the ____ day of ____, 2022, and pursuant to such approval and the proper CHATHAM COUNTY officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Approved as to form:

CHATHAM COUNTY

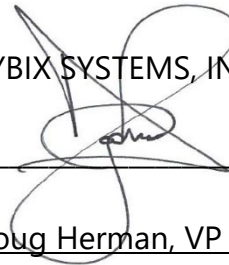
Representative, Title

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Roy Lynch, Finance Director

XYBIX SYSTEMS, INC.



Doug Herman, VP of Sales
Xybix Representative, Title

Date: April 22, 2022