

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
SERVICES CONTRACT
(AV Solution - Jury Empaneling Room)
(Data Projections, Inc. via TIPS #171001)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Data Projections, Inc.** (hereinafter "Data Projections"). Customer agrees to engage Data Projections as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Data Projections Proposal with Terms and Conditions/ Quote # 008467;
- B. TIPS #171001; and
- C. This Williamson County Addendum;

II.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability

on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: Data Projections agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: Data Projections agrees to act in good faith in the performance of the contract relevant to this addendum.

VI.

Payment: Data Projections will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Data Projections shall be capped and not-to-exceed **\$82,052.18** for the specific project. Any changes to this amount must be made by change order or addendum and approved by the Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving fourteen (14) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

Right to Audit: Data Projections agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Data Projections which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Data Projections reasonable advance notice of intended audits. In no circumstances will Data Projections be required to create or maintain documents not kept in the ordinary course of Data Projections' business operations, nor will Data Projections be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract.

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the County's rights.

X.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Date: _____, 2021

DATA PROJECTIONS:

Mark D. Mazac

Authorized Signature

Date: March 30th, 2021



DATA PROJECTIONS

**WILCO - AV Solution - Jury Empaneling Room - TIPS
171001**

Quote # 008467
Version 2

Prepared for:

Williamson County

Don Heflin
don.heflin@wilco.org



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Tuesday, March 16, 2021

Williamson County

Don Heflin

,
don.heflin@wilco.org

RE: WILCO - AV Solution - Jury Empaneling Room - TIPS 171001

Dear Don,

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac

Account Executive

Austin



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to the jury Empaneling Room in Basement at the Justice Center.

-Project Location:

Williamson County Courthouse
405 Martin Luther King
Georgetown, TX 78626

-Onsite Point of Contact:

Don Heflin
Williamson County
Phone: 512-409-6222
Don.Heflin@wilco.org

SCOPE OF WORK

WILCO – Jury Empaneling Room – AV Systems Upgrades.

Data Projections will provide, install, and test the following in each of the Courtrooms as follows:

Jury Empaneling Room –

Video:

- QTY. 6 - Displays on Carts – See Locations on Floor Plans
 - o NVX Decoders behind Displays
 - o Surgex FlatPak behind Displays
 - o All Displays will show same image

QTY. 2 – Laptop Inputs



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856



Executive Summary

- o HDMI's to be routed on Top of Credenza

QTY. 1 – Barco Clickshare for Wireless Presentations

Audio:

QTY. 12 Ceiling Speakers
o 2 – Zone System

QTY. 2 – Speakon Connectors on Wall Plate for quick disconnect from AV System

QTY. 6 – Wireless Gooseneck Microphones
o To be Distributed between Judge/Prosecution/Defense
o Antenna's to be installed inside rack

QTY. 1 – Biamp Atom/Crowd Mics – This will allow for Jury Panelists to utilize their cell phones
o Wilco will be responsible for providing a Wireless Access point that will interface with Crowd Mics
▪ We'll also need a network connection to Wilco LAN
o We'll use USB to connect between Crowd Mics and the DSP

QTY. 1 – Wireless Mic Base Station Charger
o This will sit on shelf in cabinet

QTY. 2 – Mobile Speakers – Tripod mounted for off-site venues/events

Control:

QTY. 1 – MC4 Processor with Wireless Gateway

QTY. 1 – Wireless Control Panel

QTY. 1 – Wired Panel in Rack Mount

Misc:

QTY. 1 – UPS system to provide 7-15 minutes of run time

Data Projections will clearly label all cables for disconnect plates as to alleviate confusion during set-up



Executive Summary

Special Notes:

- Williamson County will provide power for all AV equipment and will ensure DPI technicians have full access to the space for installation and testing.
- Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
- Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County & Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Jury Empaneling Room				
<i>Video System</i>				
SAMSUNG	QB65R 65-INCH COMMERCIAL 4K UHD LED LCD DISPLAY, 350 NIT - MANUFACTURED IN VIETNAM	\$1,152.44	6	\$6,914.64



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	DM-NVX-360 DM NVX 4K60 4:4:4 HDR Network AV EncoderDecoder	\$1,097.56	6	\$6,585.36
Crestron	DM-NVX-360C DM NVX 4K60 4:4:4 HDR Network AV EncoderDecoder Card	\$1,097.56	4	\$4,390.24
Crestron	DMF-CI-8 DigitalMedia Card Chassis for DM-NVX-C DMCF, 8 Slots	\$1,219.51	1	\$1,219.51
Barco	R9861521US CSE-200 CLICKSHARE SET: INCLUDES: Base 2 buttons and Tray TA	\$2,351.22	1	\$2,351.22
Extreme Networks	220-48P-10GE4220-24p-10GE2 Extreme Switching 220 Series 220-24p-10GE2 - switch - 24 port Extreme Networks ExtremeSwitching 220 Series 220-48p-10GE4 - switch - 48 po	\$1,178.93	1	\$1,178.93

Audio System

Biamp Systems	TesiraFORTE DAN VT Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,559.76	1	\$2,559.76
Shure	ULXD4Q=-G50 Quad Digital Wireless Receiver with internal power supply, 1/2 Wave Antenna and Rack Mounting Hardware	\$4,853.66	2	\$9,707.32
Shure	ULXD8=-G50 Wireless gooseneck microphone base for ULXD and QLXD. Includes AA Alkaline Batteries	\$414.63	6	\$2,487.78



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Shure	MX415LPDF /C 15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	\$189.02	6	\$1,134.12
Shure	ULXD2/SM5 8--G50 Handheld Transmitter with SM58 Microphone	\$457.32	2	\$914.64
Shure	SBC850-US 8-Bay Networked Docking Station for BN & GN	\$853.66	1	\$853.66
Shure	SB900A Shure Lithium-Ion Rechargeable Battery	\$91.46	8	\$731.68
Extron	60-1767-02 Two Channel Dante Amp, 100 watts at 70 volts	\$847.56	1	\$847.56
JBL	CONTROL 26CT Control 26C with Transformer. For use on a 70.7V or 100V Distributed Line, Switchable Taps at 60W, 30W and 15W (Plus 7.5W at 70.7V only), No SonicGuard. Priced as Each, Packed as Pairs. Master Pack Quantity: 4 Pieces.	\$145.11	12	\$1,741.32
QSC	K12.2 2000W active portable loudspeaker system; 12-inch woofer; 1.0-inch compression driver; 75 degree conical waveguide; dual angle pole socket; presets and user adjustable DSP. For use as main or stage monitor.	\$732.93	2	\$1,465.86
Biamp Systems	Crowd Mics ATOM AV interface and host device for Crowd Mics	\$2,134.15	1	\$2,134.15
Luxul	XWR-3150 Epic 3 Dual-B Wireless AC3100 Gb wDomot	\$296.17	1	\$296.17
Control System				



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	MC4 4-Series Control System	\$975.61	1	\$975.61
Crestron	TST-902 8.7" Wireless Touch Screen	\$2,317.07	1	\$2,317.07
Crestron	TSW-770-B-S 7 in. Wall Mount Touch Screen, Black Smooth	\$1,097.56	1	\$1,097.56
<i>Miscellaneous Hardware</i>				
Crestron	PW-2412WU Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$42.68	6	\$256.08
CHIEF	PFCUB 4' - 6' LFP MOBILE CART	\$709.25	6	\$4,255.50
CHIEF	FHB5147 HARDWARE KIT	\$9.73	6	\$58.38
Crestron	TSW-570/770-RMK-1 Rack Mount Kit for TSW-570 and TSW-770 Series	\$121.95	1	\$121.95
Middle Atlantic	RFR-2428BR 28W24SP28DP RFR RK BL RN	\$940.56	1	\$940.56
Middle Atlantic	RFR-CABCOOL50 RFR CABCOOL 50PNL2 GROM	\$191.67	1	\$191.67
Middle Atlantic	RFR-ERRK-24 RFR EMC REAR RAIL 24SP	\$53.33	1	\$53.33
Middle Atlantic	BR1 1SP PANEL WBRUSH GROMMET	\$40.00	1	\$40.00
Cables and Kits	RRA1U Recessed Rack Adapter	\$33.52	1	\$33.52
Liberty	DATAPR-WQ614127 Dual Speakon for 70V Speaker Disconnect Plate	\$35.76	1	\$35.76
SurgeX	SA-82 SURGE & POWER COND 8A 2PORT	\$257.37	6	\$1,544.22
SurgeX	SX-DS-158 120V 15A SURGE PROTECTION	\$160.06	2	\$320.12
SurgeX	UPS-2000-OL ONLINE UPS 2000VA 2RU 20A 5P	\$1,867.51	1	\$1,867.51
AtlasIED	AS2XLR-10M XLR Cable (10 meters)	\$17.43	2	\$34.86



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
AtlasIED	SS500E Lightweight Adjustable Speaker Stand	\$106.10	2	\$212.20

Subtotal: **\$61,869.82**

Room 1 Services

Product Details	Ext. Price
Installation Labor	\$3,450.00
Project Management	\$1,150.00
Design/Engineering	\$1,104.00
Programming Labor	\$5,600.00

Subtotal: **\$11,304.00**

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$3,563.70

Subtotal: **\$3,563.70**

Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$4,392.76

Subtotal: **\$4,392.76**



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

WILCO - AV Solution - Jury Empaneling Room - TIPS 171001



Prepared by:

Austin

Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@datapredictions.co
m

Prepared for:

Williamson County

,
Don Heflin
(512) 943-1490
don.heflin@wilco.org

Quote Information:

Quote #: 008467

Version: 2

Delivery Date: 03/16/2021

Expiration Date: 04/18/2021

Quote Summary

Description	Amount
Room 1 - Hardware	\$61,869.82
Room 1 Services	\$11,304.00
Miscellaneous Materials	\$3,563.70
Service & Maintenance	\$4,392.76

Subtotal: **\$81,130.28**

Shipping: **\$921.90**

Total: **\$82,052.18**

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Net 30	1	One-Time	\$82,052.18

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.



DATA
PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Austin

Signature: Mark D. Mazac
Name: Mark Mazac
Title: Account Executive
Date: 03/16/2021

Williamson County

Signature: _____
Name: Don Heflin
Date: _____



Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these



Statement of Performance

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion– Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used



Statement of Performance

- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.



DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856



Statement of Performance

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively , Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.