COUNTY ADDENDUM FOR SERVICES CONTRACT (EQUIPMENT INSTALL) (Expo Center Additions and Upgrades) (TIPS Contract #200105)

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 ("The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Technology for Education LLC d/b/a TFE Connect, a Texas LLC ("TFE"). The County agrees to engage TFE to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

T

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

- A. TIPS Contract #200105;
- B. This Williamson County Contract Addendum; and
- C. Any necessary insurance certificates.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

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 The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

<u>Compliance with All Laws</u>: TFE expressly agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

IV.

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

V.

Payment: 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.

<u>Termination for Convenience</u>: 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: TFE expressly agrees that The County 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 TFE which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. TFE expressly agrees that The County shall have access during normal working hours to all necessary TFE facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give TFE reasonable advance notice of intended audits. In no circumstances will TFE be required to create or maintain documents not kept in the ordinary course of TFE's business operations, nor will TFE be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VIII.

<u>Mediation</u>: 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.

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

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:	TFE:
Bill Gravell (Jun 29, 2021 15:27 CDT)	
Authorized Signature	Authorized Signature Joanna Herrera, PMP, Project Manage
Date: Jun 29, 2021 , 2021	Date: June 16 , 2021



Date: Jun 02, 2021

To: Williamson County

Attn: Don Heflin Re: Expo Center

Quote:



Don,

This letter is to provide you with overall pricing and Scope of Work for the Expo Center Additions and Upgrades.

Purchasing under TIPs contract 200105.

Scope of Work

Pavilion Addition

- Install beam-mounted speakers in sufficient quantity to provide even coverage, focusing on speech intelligibility, with musical reproduction a secondary concern.
- Install one smaller speaker in the setup office with a surface-mounted volume control.
- Install 4 channel wireless mic system with mics/body packs, batteries, and chargers.
- Install amplifiers, audio digital signal processing, and power management in a new rack in the office area.
- Install and configure one rack mounted Crestron touch panel for control of the system.
- Install 21RU wall mounted rack in the office area. Provide plywood backing.

Small Office Building

- Install two lay-in ceiling tile speakers. Amplification to be from a new amplifier in the nearby rack, with a surface mounted volume control located inside the office.
- Install terrestrial and internet radio receiver. Add to system as an auxiliary input with control added to existing touch panel.

Covered Warmup Area

Add 4 speakers to the existing speaker system.

Main Control System

- Re-write code to add functionality
 - Add zone E (Pavilion)
 - Add function to combine zones
 - Add Paging option from main building to zones. Use existing wireless mic as an input.

Notes and Caveats

- Complete and current Crestron code is needed as a base for the code re-write.
- 2 20A, 120V Circuits need to be provided by owner
- 6 network drops are needed at the new rack location for the installation.
- Boom lift rental is included.
- 4 hours of user training is included.

Terms and Conditions

- Pricing based on performance of work during standard business hours of Monday through Friday, 8:00 AM to 5:00 PM.
- If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.

















www.tfeconnect.com

2090 IH35N, Suite 4110 | New Braunfels, Texas 78130 | (P) 210.504.6945

2 Sierra Way, Suite 105 | Georgetown, Texas 78626 | (P) 888.902.5563

www.tfeconnect.com

- Customer will provide an area of adequate size for storage of materials.
- Return trips for operational verification of other vendors' equipment will be at standard billable rates should there be no fault found with TFE installation.
- Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Any changes in the scope of work may require additional time to complete the project.
- ligh-in any cable until site is determined ready by TFE. (i.e. paint, electrical, secure facility, etc.)
- Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- Payment for materials is due upon delivery.
- Customer is responsible for any applicable sales and/or use tax.

Should you have any questions or require further assistance please contact me at your convenience.

Sincerely, Dan Stout, CTS TFE | Audio Video Design Engineer 312-607-7717 dan.stout@tfeconnect.com



















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To: Williamson County Quote#

June 2, 2021 Date:

Attn: Don Heflin Account Manager: Joanna Herrera

RE: **Pavillion Upgrades** Purchasing under TIPs contract 200105 AV Design Engineer: Dan Stout, CTS

Qty	Part#	Description	P	rice Each	Extended
1		Pavillion	\$	-	\$ -
1	DCI 4/1250	Crown 4 Channel Amplifier	\$	3,003.00	\$ 3,003.00
1	Core 110f	QSC DSP	\$	2,440.00	\$ 2,440.00
1	ULXD4Q	Shure 4 Channel Wireless RX - Match range to existing	\$	4,866.00	\$ 4,866.00
2	UA874	Shure Active Directional Antenna	\$	304.00	\$ 608.00
2	ANT	C2G Antenna Plates and Mounting	\$	74.00	\$ 148.00
2	UA850	Shure 50' Antenna Cable	\$	85.00	\$ 170.00
1	ULXD1	Shure Bodypack TX	\$	427.00	\$ 427.00
1	WL185	Shure Cardiod Lavalier Mic	\$	102.00	\$ 102.00
6	SB900A	Shure Rechargeable Battery	\$	92.00	\$ 552.00
1	SBC800	Shure 8 Bay Battery Recharger	\$	427.00	\$ 427.00
2	ULXD2/SM58	Shure Handheld Wireless TX	\$	458.00	\$ 916.00
20	R.25-94TZ	Community 70v Loudspeaker	\$	543.00	\$ 10,860.00
1	R.15COAX	Community 70V UltraCompact Loudspeaker	\$	308.00	\$ 308.00
1	AT-15	Atlas Volume Control	\$	49.00	\$ 49.00
1	PD-920R	Middle Atlantic Power Distribution	\$	200.00	\$ 200.00
1	D2	Middle Atlantic 2RU Utility Drawer	\$	165.00	\$ 165.00
1	SMART2000RMXL2U	TrippLite UPS	\$	1,129.00	\$ 1,129.00
1	DWR-21-22	Middle Atlantic 21RU Wall Rack	\$	885.00	\$ 885.00
1	LVFD-21	Middle Atlantic Vented Front Door	\$	226.00	\$ 226.00
1	unBT2A	AtteroTech Bluetooth RX	\$	520.00	\$ 520.00
1	TSW-770-B-S	Crestron 7" Touchpanel	\$	1,098.00	\$ 1,098.00
1	TSW-760-RMK	Crestron Rack Mount Kit for Touchpanel	\$	147.00	\$ 147.00
1		Expo Office Building	\$	-	\$ -
1	DN-350UI	Denon FM and Internet Radio Tuner	\$	305.00	\$ 305.00
2		C2G 70V 2x2 Tile Speaker	\$	80.00	\$ 160.00
1	AT-15	Atlas Volume Control	\$	49.00	\$ 49.00
1	AMP-150-70	Crestron Mono Amplifier	\$	366.00	\$ 366.00
1	PROGRAMMING	TFE Reprogram DSP/Control for Office Speakers	\$	-	\$ -
1		Warmup Building	\$	-	\$ -
4	R.25-94TZ	Community 70v Loudspeaker	\$	543.00	\$ 2,172.00
1		System	\$	-	\$ -
1	PROGRAMMING	TFE Reprogram Facility for Expanded Capabilities	\$	-	\$ -
1		MUST HAVE Current Operational Code	\$	-	\$ -
1	TFE-RENTAL	Lift, Scaffold and/or Container Rental	\$	2,550.00	\$ 2,550.00
1	TFE-FREIGHT	Freight, Shipping	\$	1,669.00	\$ 1,669.00
1	TFE-DELIVERABLES	CAD Drawings, Submittals, User Manuals	\$	1,000.00	\$ 1,000.00
1	TFE-MISC	Miscellaneous Installation Costs	\$	974.00	\$ 974.00
4 hrs.	TFE-TRAINING	Training	\$	120.00	\$ 480.00
1	TFE-MGMNT	Project Management	\$	397.00	\$ 397.00
1	TFE-CABLE	Wire, Cable and Cable Management Materials	\$	1,601.00	\$ 1,601.00
1	TFE-LABOR	Labor, Installation and Testing	\$	16,908.00	\$ 16,908.00
				Total	\$ 57,877.00

Terms and Conditions





- * Pricing is based on an eight (8) hour workday, Monday through Friday, 8:00 AM to 5:00 PM.
- * If required, customer will provide all installation personnel with access badges, keys, and/or escorts in order to perform the work in a timely manner.
- * Customer will have a designated Project Manager to answer any/all questions that might arise during the project installation.
- $\ensuremath{^{*}}$ Customer will provide an area, of adequate size, for storage of materials.
- * Return trips for operational verification of other vendors' equipment will be at billable rates should there be no fault found with the cabling installation.
- * Any customer requested work and/or materials beyond the original scope of work described in this proposal are subject to additional charges. An authorized signature is required before any additional work will be performed. Due to time constraints, any changes in the scope of work may require additional time to complete the project.
- * TFE will not rough-in any cable until site is determined ready by TFE. (ie. paint, electrical, secure facility, ect.)
- * Cable color is specified by TFE unless previously agreed upon between customer and TFE.
- * Customer is responsible for any applicable sales and/or use tax.

Scope





Agenda item #14, 06.29.2021, Expo Center Additions and Upgrades, Technologies For Education Redacted

Final Audit Report 2021-06-29

Created: 2021-06-29

By: Kerstin Hancock (khancock@wilco.org)

Status: Signed

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