

Independent Contractor Agreement
Audio/Video Conferencing Technology Upgrades to
District and County Court at Law Courts

MARGIE R IBARRA
COUNTY CLERK
FILED

2023 OCT 23 PM 12: 11

WEBB COUNTY, TEXAS

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS: *all*

COUNTY OF WEBB §

BY _____ DEPUTY

This Agreement is made and entered into by and between **Webb County, Texas**, a Political Subdivision of the State of Texas (hereinafter “Owner”) and **Audio Dynamics, Inc.**, a Texas For Profit Corporation (“Corporation”) (hereinafter “Contractor”).

WHEREAS at the Webb County Commissioner’s Court Meeting held on September 25, 2023, the Court, pursuant to Webb County’s Request for Proposal (RFP) 2023-010 entitled “**Hybrid Integration System for Judicial and County Courts at Law**” (“Project”), and Contractor’s responsive bid proposal, attached hereto as **Exhibit “A”**, awarded this Project to Audio Dynamics, Inc.

For and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **DESCRIPTION OF PROJECT:** Project entails including but not limited to updates to the existing Audio/Video Conferencing technology to the District (49th, 111th, 341st, and 406th) Judicial Courts and the two County Courts at law courtrooms in order for the courts to better utilize and stream their video conferencing applications, and as further described and identified in Owner’s “Webb County AV Project” (for 49th, 111th, 341st, 406th and Two County Courts at Law) labeled as **Exhibit “B”** which is incorporated and made part of this Contract.
2. **PREMISES DEFINED:** **Judicial District Courts and County Courts at Law are located at 1110 Washington Street, Laredo, Texas 78040.**
3. **SCOPE OF WORK:** Contractor’s Scope of Work for all the Judicial Courts, including all appurtenances and all incidentals, all labor and materials, as shown and required by **Exhibit “A”**, which are hereby incorporated by reference. Contractor agrees that all work shall be performed in a good and workmanlike manner and all materials incorporated into the work shall be new materials. The Webb County Engineering Department, through its Engineer, Guillermo Cuellar, P.E., and/or the Webb County Information Technology Department, through its Director, Rafael Peña will oversee the all Work done by Contractor regarding this Project.
4. **CONTRACT SUM:** In exchange for Contractor’s performance of services under this Agreement, Owner shall pay Contractor the following amount(s): **ONE HUNDRED FIVE THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS FIFTY-THREE CENTS (\$ 105,543.00)**. Any and all payments/disbursements by Webb County shall be made payable to contractor based on a numbered and itemized payment application for percentage of

completion of the Work (Project), less five percent (5%) retainage for the project as agreed to and made by Contractor to Owner, which shall be approved by, **Webb County Engineer Guillermo Cuellar, P.E., Webb County Engineering Dept.**, after inspecting the progress of completed work and materials on site at the Premises. Said approvals shall not be unduly withheld or delayed.

5. Owner shall make final payment (including the costs and expenses incurred due to change order(s) completed during this project and completion of the Work and then release the **Five percent (5%) retainage** that OWNER previously retained) to Contractor on the day the Project is completed approved and accepted by OWNER. Said approvals shall not be unreasonably withheld or delayed.
6. *It is hereby expressly acknowledged, consented and agreed to by Contractor that the final payment due for the services rendered pursuant to this Agreement shall not be issued to Contractor until Contractor has submitted a signed and sworn "Final Bills Paid Affidavit" confirming payment to each of its subcontractors, laborers, suppliers, and/or materialmen in full for all labor and materials furnished to Contractor for or in connection with improvements on or relating to the subject project/property or any portion thereof, pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code, and that the intentional, knowing, or reckless making of a false or misleading statement in the Affidavit constitutes a criminal offense under said sections cited herein-above and is a Class A Misdemeanor.*
7. **RETAINAGE:** OWNER shall withhold from each installment payment to CONTRACTOR a retainage of FIVE (5%) percent. The retainage shall be paid to CONTRACTOR upon final completion of the work. Completion of the work shall be considered final upon acceptance and written approval by OWNER or his designated representative of the project.
8. **CHANGE ORDERS:** In the event either party requests a change from the agreed Scope of Work or Quote in this Agreement, a written change order making such a request shall be prepared by Contractor in accordance with the proposed change. If the Owner or a Third-Party Inspector ("Inspector") requests a change be executed, Owner or Inspector shall, in a timely manner, inform Contractor (via email) of the request. Contractor shall then prepare a written change order in accordance with said request and submit to Owner for Owner's approval and signature. As soon as Owner signs the change order approving the proposed change, Owner shall submit, via email, the approved/signed order to Contractor. Contractor shall begin performance in accordance with the change order only after Contractor receives the written and approved/signed change order. If Contractor requests a change order, Contractor shall prepare a written change order, submit it to Owner for its approval and signature, and the resultant change will only begin on the approved change after Contractor receives the signed change order. Change orders may increase the payment the Owner must pay to Contractor. **IN NO EVENT SHALL THE TOTAL COST OF CHANGE ORDERS EXCEED TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT OF THIS AGREEMENT.**
9. **NOTICES/CONTACT PERSONS:** Any notice or communication required or permitted to be

given hereunder shall be sufficient if sent via electronic transmission to the contact persons for CONTRACTOR and/or OWNER as follows:

To Contractor at: Audio Dynamics, Inc.
Attn: Fermin Flores, President
101 W. Hillside Rd., Suite 11B
Laredo, Texas 78041
Phone: 956-337-1951
E-Mail: fermin@audiodynamicsinc.com

To Webb Engineer at: Webb County, Texas
Attn: Guillermo B. Cuellar, P.E.
Webb County Engineer
Webb County Engineering Dept.
1620 Santa Ursula, 2nd Floor
Laredo, Texas 78040
(956) 523-4054
gbcuellar@webbcountytexas.gov

To Webb Information Dept.: Webb County, Texas
:
Attn: Rafael Peña
Webb County Information Technology Dept.
1110 Washington Street, Suite 304
Laredo, Texas 78040
rpena@webbcountytexas.gov

To Purchasing Agent: Webb County
Attn: Jose Angel Lopez III, CTPM
Webb County Purchasing Agent
1110 Washington Street, Ste. 101
(956) 534-4125
E-mail: joel@webbcountytexas.gov

10. INCORPORATION OF REQUEST FOR PROPOSAL: The terms, project specifications, requirements and/or any and all conditions in the **Webb County’s Request for Proposal “RFP 2023-010 “Hybrid Integration System for Judicial and County Courts at Law”**, together and including any and all addendums to the RFP 2023-010 attached hereto as **Exhibit “C,”** which is hereby incorporated herein by reference as fully written out as set forth and attached hereto for all intents and purposes.

11. DATE OF COMMENCEMENT: Contractor shall commence construction on the date set forth in the “Notice to Proceed”.

12. SUBSTANTIAL COMPLETION: Substantial Completion is the stage in the progress of the completion of the work covered by this Agreement where the work on the Premises is

sufficiently complete in accordance with the work specified in Webb County's "Scope of Work" as set forth in Exhibit "B", including completion of all post-installation clean-up on and about the Premises, which shall be required to be confirmed in writing as being substantially completed, by the execution and issuance of a Certificate of Substantial Completion that is dated and signed by both the Webb County Project Engineer and Owner.

13. **DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES:** The date of final completion of this Project shall be **Forty-Five (45) CALENDAR DAYS** after the date of commencement of the Work as set forth in the written and dated "Notice to Proceed" issued by Owner to Contractor.
14. The time set forth for the completion of the Work is an essential element of the Agreement. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Agreement, together with any additional working days allowed, the amount per day given in paragraph 16 will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.
15. Said Contractor further agrees to **CONTINUOUSLY PURSUE AND COMPLETE THE WORK** within **Forty-Five (45) CALENDAR DAYS** from date of commencement.
16. **Contractor and Owner do hereby acknowledge that "actual damages are uncertain and would be difficult to ascertain" and therefore both parties do hereby mutually agree that the following stipulated sum of per diem liquidated damages is a reasonable amount. The parties further express and acknowledge that the amount of liquidated damages is meant to be "compensatory" and not "punitive", and Contractor further agrees to pay, as liquidated damages, the sum of FOUR HUNDRED DOLLARS (\$400.00) per day for each consecutive calendar day there-in-after the date of Substantial Completion and after the date of Final Completion.**
17. **INSURANCE: Contractor and Subcontractor Insurance:** The financial integrity of Contractor is of interest to the Owner, therefore, subject to the right of Contractor to maintain reasonable insurance deductibles in such amounts as are approved by the Owner. Contractor shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) and/or otherwise acceptable to Webb County/Webb County Risk Manager, the following types and amounts:

The Contractor shall not commence work under this Agreement until it has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved. The Contractor shall procure and shall maintain during the life of his Contract, insurance in the following required

amounts.

- A. Workers Compensation & Employers Liability Insurance. The Contractor shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance as required statutory limits as provided by applicable State law for his/her employees to be engaged in work at the site on the Project under this Contract and, in case work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employee liability insurance for the protection of such of his/her employees as not otherwise protected in the following amounts: \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each occurrence /\$1,000,000 by disease aggregate.
- B. Commercial General Liability Insurance. Contractor and any of Contractor's Subcontractors shall maintain Commercial General Liability for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage, which coverage shall include products/completed operations and a separate products/completed operation aggregate. There should be no XCU (Explosion, Collapse, and Underground) exclusion. Coverage must be written on an occurrence form, and name Webb County as an additional insured.
- C. Commercial Automobile Liability Insurance. Contractor and any of Contractor's Subcontractors shall maintain Automobile Liability Insurance covering hired or any other vehicles owned, and non-owned vehicles used, by the Contractor at a minimum of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage.
- D. The contractor shall procure and shall maintain during the life of this Contract, insurance in the amount listed under Paragraph 17(A), (B), and (C).
- E. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner. The Owner shall be named as Insureds or Additional Insureds with respect to all insurances required by be carried by Contractor. A blanket waiver of subrogation in favor of Webb County, Texas shall be contained in the Workers' Compensation and all liability policies.

18. **NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRE-CONSTRUCTION MEETING "DEADLINE". FAILURE OF CONTRACTOR TO PROVIDE SAID BONDS AND/OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS.**

19. **RELATIONSHIP OF PARTIES:** Contractor is engaged under this Agreement as an **"INDEPENDENT CONTRACTOR"** and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.

20. **SUCCESSORS AND ASSIGNS:** This Agreement may not be assigned or subcontracted, in full or in part, by either party without first obtaining written consent of the other party. The parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.

21. **INDEMNITY:** CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD WEBB COUNTY, IT'S COMMISSIONERS COURT, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF CONTRACTOR'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. IN CASE OF ANY SUCH CLAIM, CONTRACTOR, UPON NOTICE FROM OWNER, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE CONTRACTOR SHALL ALSO SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES THAT MIGHT BE INCURRED IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING THE CLAIMS.

- 22. COMPLIANCE WITH LAWS:** Contractor agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including, but not limited to, those pertaining to safety, and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Contractor represents and warrants that all improvements made to the property shall comply with all applicable Federal/State Codes, regulations, and laws.
- 23. SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 24. GOVERNING LAW/VENUE:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties hereby further agree that for any litigation regarding this agreement that venue lies exclusively in the State Courts of Webb County, Texas.
- 25. DEFAULT AND TERMINATION:** In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.
- 26. ATTORNEY'S FEES:** In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.
- 27. ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between the parties. Any modifications to this Agreement must be in writing and signed by the party sought to be bound.
- 28. EXHIBITS:** The following documents are attached hereto and fully incorporated herein by reference and made a part of this agreement as if fully set forth herein:
1. **Contractor's Bid Proposal** attached hereto as **Exhibit "A"**.
 2. **Webb County's Scope of Work** attached hereto as **Exhibit "B"**
 3. **Request for Proposal (RFP) 2023-010** including all issued Addendums as **Exhibit "C"**
 4. **Webb County's Notice to Proceed Letter** - See sample form **"Exhibit D"**.

29. **OMISSIONS:** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any portion of this Agreement shall be omitted here-from, then it is hereby declared that such omission was unintentional and that the omitted element shall be included in order to give meaning, validity, and/or effect to any portion of this Agreement.
30. **MATERIALMEN/SUPPLIERS:** Contractor within 10 days from the date of the execution of this agreement shall provide an updated and current listing of all Subcontractors and/or Materialmen or Suppliers, and all laborers, used by the Contactor to Webb County and Contractor shall notify the Owner in writing whenever changes occur, and Contractor shall provide the Owner with an updated listing within FIVE (5) working days of upon request for an updated listing. Contractor will immediately notify the Owner in writing of any Subcontractors and/or Materialmen or Suppliers, and all laborers, independent contractors, and/or other such materialmen and/or suppliers services that are discontinued and/or that have been added to their workforce.
31. **REQUEST FOR PAYMENT SUBMISSION:** All request for payments are to be made payable to Contractor by dated and signed invoice(s). Said invoice and/or request for progress payments shall be submitted in writing to **Guillermo B. Cuellar, P.E., Interim Director of Webb County Engineering**, or its designated and authorized representative, on behalf of Owner for review and approval of same. Upon review and approval of the request for payment by **Guillermo B. Cuellar, P.E., Interim Director of Webb Count Engineering y Engineer**, on behalf of Owner, the Webb County Engineer shall then forward the approved request for the payment amount **[less Five percent (5%) retainage]** to the Webb County Business Office to process the progress payment request. Payment will be mailed to Contractor or made available for pick up at the Webb County Business Office.
32. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES:** Contractor agrees to comply at all times with all federal, state, county, and/or City of Laredo building, development codes, city building permits, rules, regulations, ordinances and laws, and Contractor shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable to the Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties. All permits issued by the City of Laredo shall be at Contractor's sole expense.
33. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
34. **AMENDMENT:** No amendment, modification, or alteration of the terms of this Agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved by the Webb County Commissioner's Court and duly executed by both of the parties

hereto.

35. TIME OF ESSENCE: Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

36. ADDITIONAL PROVISIONS:

- a. **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- b. **Entire Agreement.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
- c. **No rights created.** This Agreement is not intended and does not create any rights or interest in persons not a party hereto.
- d. **Confidentiality.** Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of **WEBB COUNTY**.
- e. **Headings.** The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
- f. **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.
- g. **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.
- h. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed


to be an original, and such counterparts shall together constitute but one and the same document.

- i. **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- j. **Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.


IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below.

WEBB COUNTY



Tano E. Tijerina
Webb County Judge

CONTRACTOR
AUDIO DYNAMICS, INC.




Fermin Flores, President

Date: 10/23, 2023

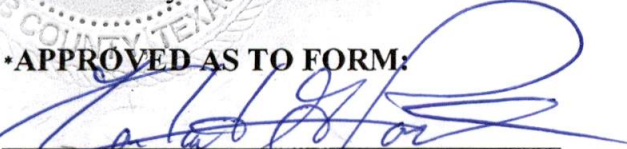
Date: 10/11, 2023

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Fortunato G. Paredes
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Exhibit "A"

Audio Dynamics, Inc.

101W Hillside Rd. Ste. 11B
Laredo, TX 78045

Estimate

Date	Estimate #
8/8/2023	1839

Name / Address
Webb County

Project

Qty	MPN	Item	Description	Cost	Total
1		Scope of Work	Webb County 49th Court (Quote 1)	0.00	0.00T
1	AHM-32	Allen and Heath AHM-32	Audio Matrix Processor 32x 32	2,600.00	2,600.00T
1	M-SQ-SLINK-A	Allen and Heath M-SQ-SLINK...	128x128 channels of digital audio at 96kHz or 48kHz	350.00	350.00T
1	DX88-P	Allen and Heath DX88-P	8 IN / 8 OUT 96kHz Expander	1,800.00	1,800.00T
1	DX88-P-RK19	Allen and Heath DX88-P-RK19	Rack Mount	150.00	150.00T
1		Troubleshoot Audio Issue		250.00	250.00T
1		Labor and Cable	Labor and Cable XLR Connections, Includes wall Plate	175.00	175.00T
1		Labor	Troubleshoot Headset System	175.00	175.00T
1		Repair Charge	Order New Fan for Mixer	275.00	275.00T
2		Shure MX-412 D/C	Table Top Mic	320.00	640.00T
1		Install and Program	Install Audio Mixer and Program Crestron System	2,700.00	2,700.00T
			Sales Tax	0.00%	0.00
Total					\$9,115.00

Customer Signature _____

Audio Dynamics, Inc.

Exhibit "A"

Estimate

101W Hillside Rd. Ste. 11B
Laredo, TX 78045

Date	Estimate #
7/31/2023	1812

Name / Address
Webb County

Project

Qty	MPN	Item	Description	Cost	Total
1		Scope of Work	Webb County 111th Court (Quote 1)	0.00	0.00T
1	M-8080D	TOA M-8080D	8x8 Digital Matrix Mixer is dedicated music, paging, discussion and zone management solutions for Commercial Audio applications	2,694.00	2,694.00T
1		Shure	SLXD124/85 Wireless System with 2- SLXD2/58 Handheld	999.00	999.00T
1		Install and Program	Replace Old TOA Mixer with new one. Program Crestron System to new Mixer.	1,750.00	1,750.00T
1		RDL DS-SH1M	Headphone Jack adapter	219.00	219.00T
1		RDL Power Supply		59.00	59.00T
1		Shure SCM410	Mixer for Court Reporter	877.00	877.00T
2		Labor and Cable	Labor and Cable Mics	175.00	350.00T
2	Goose nech microphone only w/Ba	Shure MX412D/C	Table top Mics	320.00	640.00T
			Sales Tax	0.00%	0.00
Total					\$7,588.00

Customer Signature _____

Exhibit "A"

Audio Dynamics, Inc.

101W Hillside Rd. Ste. 11B
Laredo, TX 78045

Estimate

Date	Estimate #
8/8/2023	1840

Name / Address
Webb County

Project

Qty	MPN	Item	Description	Cost	Total
1		Scope of Work	Webb County 341st Court (Quote 1)	0.00	0.00T
1	AHM-32	Allen and Heath AHM-32	Audio Matrix Processor 32x 32	2,600.00	2,600.00T
1	M-SQ-SLINK-A	Allen and Heath M-SQ-SLINK...	128x128 channels of digital audio at 96kHz or 48kHz	350.00	350.00T
1	DX88-P	Allen and Heath DX88-P	8 IN / 8 OUT 96kHz Expander	1,800.00	1,800.00T
1	DX88-P-RK19	Allen and Heath DX88-P-RK19	Rack Mount	150.00	150.00T
2	QLXD124/85	Shure QLXD124/85	BLX188/CVL-H10 2 Lavalier Wireless System	999.00	1,998.00T
1	CONVERGE Pro 2 48VT	ClearOne Converge Pro 2 48VT	DSP Mixer with 4 Mic/Line AEC Inputs, 8 Mic/Line Outputs, USB Audio, VoIP, Telephone Interface, 2 x 10 Watt Power Amplifier	4,607.00	4,607.00T
2		ClearOne BMA CT 24	Beamforming Ceiling Tile Microphone Array with 2 x 10 Watt Power Amplifiers. PoE Injector and CAT6 cables not included.	4,339.00	8,678.00T
1		ClearOne	90W PoE++ power supply kit for BMA	241.00	241.00T
1		Program and Install	Install New TOA Digital Audio Mixer, Program Crestron system, Install and Program Ceiling tile System	2,990.00	2,990.00T
1	IR SY4	WillamAV IR SY4	The IR T2 is a commercial-grade, medium-area infrared transmitter for accessible audio. This system features 5- Stethoset receivers.1-Charging Station	2,249.00	2,249.00T
2		Labor and Cable	Labor and Cable Mics	175.00	350.00T
2	Goose nech microphone only w/Ba	Shure MX412D/C	Table Top Mics	320.00	640.00T
1		RDL DS-SH1M	Headphone Jack Adapter	219.00	219.00T
1		RDL Power Supply		59.00	59.00T
			Sales Tax	0.00%	0.00
Total					\$26,931.00

Customer Signature _____

Exhibit "A"

Audio Dynamics, Inc.
 101W Hillside Rd. Ste. 11B
 Laredo, TX 78045

Estimate

Date	Estimate #
8/8/2023	1838

Name / Address
Webb County

Project

Qty	MPN	Item	Description	Cost	Total
1		Scope of Work	Webb County 406th Court (Quote 1)	0.00	0.00T
1	AHM-32	Allen and Heath AHM-32	Audio Matrix Processor 32x 32	2,600.00	2,600.00T
1	M-SQ-SLINK-A	Allen and Heath M-SQ-SLINK...	128x128 channels of digital audio at 96kHz or 48kHz	350.00	350.00T
1	DX88-P	Allen and Heath DX88-P	8 IN / 8 OUT 96kHz Expander	1,800.00	1,800.00T
1	DX88-P-RK19	Allen and Heath DX88-P-RK19	Rack Mount	150.00	150.00T
2	PGXD14/85	Shure PGXD14/85	BLX188/CVL-H10 2 Lavalier Wireless System	999.00	1,998.00T
1		Miscellaneous	Owl 3 Media Camera	1,149.00	1,149.00T
1		Setup and Program	Owl 3	575.00	575.00T
2		Labor and Cable	Labor and Cable Mics	175.00	350.00T
2	Goose nech microphone only w/Ba	Shure MX412D/C	Table Top Mic	320.00	640.00T
1		Install and Program	Install New audio Mixer and Program crestron system	2,700.00	2,700.00T
1	IR SY4	WillamAV IR SY4	The IR T2 is a commercial-grade, medium-area infrared transmitter for accessible audio. This system features Stethoset receivers.	2,249.00	2,249.00T
			Sales Tax	0.00%	0.00
Total					\$14,561.00

Customer Signature _____

Exhibit "A"

Audio Dynamics, Inc.
 101W Hillside Rd. Ste. 11B
 Laredo, TX 78045

Estimate

Date	Estimate #
8/8/2023	1837

Name / Address
Webb County

Project

Qty	MPN	Item	Description	Cost	Total
1		Scope of Work	Webb County CCL1 Court (Quote 1)	0.00	0.00T
1	AHM-32	Allen and Heath AHM-32	Audio Matrix Processor 32x 32	2,600.00	2,600.00T
1	M-SQ-SLINK-A	Allen and Heath M-SQ-SLINK...	128x128 channels of digital audio at 96kHz or 48kHz	350.00	350.00T
2	DX88-P	Allen and Heath DX88-P	8 IN / 8 OUT 96kHz Expander	1,800.00	3,600.00T
1	DX88-P-RK19	Allen and Heath DX88-P-RK19	Rack Mount	150.00	150.00T
2	PGXD14/85	Shure PGXD14/85	2- Lavalier Wireless System	999.00	1,998.00T
1	QLXD124/85	Shure QLXD124/85	2 Wireless Microphone Combo System	999.00	999.00T
2		Labor and Cable	Labor and Cable Mics	175.00	350.00T
2	Goose nech microphone only w/Ba	Shure MX412D/C	Table Top Mic	320.00	640.00T
1	IR SY4	WillamAV IR SY4	The IR T2 is a commercial-grade, medium-area infrared transmitter for accessible audio. This system features Stethoset receivers.	2,249.00	2,249.00T
1		Samsung - 85" Class 8000 Series	Samsung - 85" Class 8000 Series LED 4K UHD Smart Tizen TV	2,200.00	2,200.00T
1		Labor	Swap TV	175.00	175.00T
1		Install and Program	Install 3 New Audio Mixers and Program Crestron System, Install and Connect new Mics	3,800.00	3,800.00T
			Sales Tax	0.00%	0.00
Total					\$19,111.00

Customer Signature _____

Exhibit "A"

Audio Dynamics, Inc.

101W Hillside Rd. Ste. 11B
Laredo, TX 78045

Estimate

Date	Estimate #
8/8/2023	1836

Name / Address
Webb County

Project

Qty	MPN	Item	Description	Cost	Total
1		Scope of Work	Webb County CCI 2 Court (Quote 1)	0.00	0.00T
1	AHM-32	Allen and Heath AHM-32	Audio Matrix Processor 32x 32	2,600.00	2,600.00T
1	M-SQ-SLINK-A	Allen and Heath M-SQ-SLINK...	128x128 channels of digital audio at 96kHz or 48kHz	350.00	350.00T
1	DX88-P	Allen and Heath DX88-P	8 IN / 8 OUT 96kHz Expander	1,800.00	1,800.00T
1	DX88-P-RK19	Allen and Heath DX88-P-RK19	Rack Mount	150.00	150.00T
2	QLXD124/85	Shure QLXD124/85	BLX188/CVL-H10 2 Lavalier Wireless System	999.00	1,998.00T
1	CONVERGE Pro 2 48VT	ClearOne Converge Pro 2 48VT	DSP Mixer with 4 Mic/Line AEC Inputs, 8 Mic/Line Outputs, USB Audio, VoIP, Telephone Interface, 2 x 10 Watt Power Amplifier	4,607.00	4,607.00T
2		ClearOne BMA CT 24	Beamforming Ceiling Tile Microphone Array with 2 x 10 Watt Power Amplifiers. PoE Injector and CAT6 cables not included.	4,339.00	8,678.00T
1		ClearOne	90W PoE++ power supply kit for BMA	241.00	241.00T
1		Program and Install	Install New TOA Digital Audio Mixer, Program Crestron system, Install and Program Ceiling tile System	2,850.00	2,850.00T
1	IR SY4	WillamAV IR SY4	The IR T2 is a commercial-grade, medium-area infrared transmitter for accessible audio. This system features 5- Stethoset receivers.1-Charging Station	2,249.00	2,249.00T
1		Miscellaneous	Owl 3 Media Camera	1,149.00	1,149.00T
1		Setup and Program	Owl 3	575.00	575.00T
2		Labor and Cable	Labor and Cable Mics	175.00	350.00T
2	Goose nech microphone only w/Ba	Shure MX412D/C	Table Top Mics	320.00	640.00T
			Sales Tax	0.00%	0.00
Total					\$28,237.00

Customer Signature _____



EXHIBIT "B"

WEBB COUNTY COURT AV PROJECT

49th Court Devices

[Abstract](#)

Diagram W/ comments on devices in the court room.

Daniel A. Pomar
[Email address]

Current System

Current System is divided in two different eco systems; Microphone audio and Video input/output.

We are looking for a solution that can bridge both ecosystems to a computer and then out to VTC.

The Court has three video input sources

- 1 – Prosecution table – HDMI W/ audio that plays over court speakers
- 1 – Defense Table - HDMI W/ audio that plays over court speakers
- 1 – Document viewer - HDMI W/ audio that plays over court speakers

These 3 video sources are all tied into the Creston LCD system panel. The Creston panel acts as a video input selector and is able to switch between the sources at the courts discretion.

All of these video sources are to be treated as a single source when interfacing with the computer and the VTC application.

We will need these sources to be viewable on VTC applications. The Rally cam will be showing the in-court session via VTC. Video stream on the VTC must be able switch between the above mentioned sources and the Rallycam when needed.

Current system does not have capability of interfacing with a computer nor VTC applications. Vendor must be able to provide a solution that will allow both ecosystems to communicate to a computer which will then output to VTC applications.

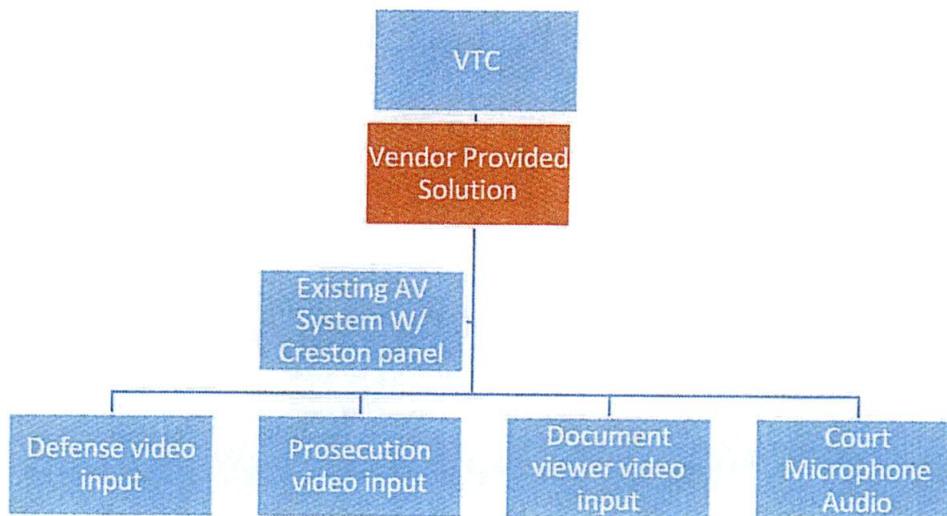
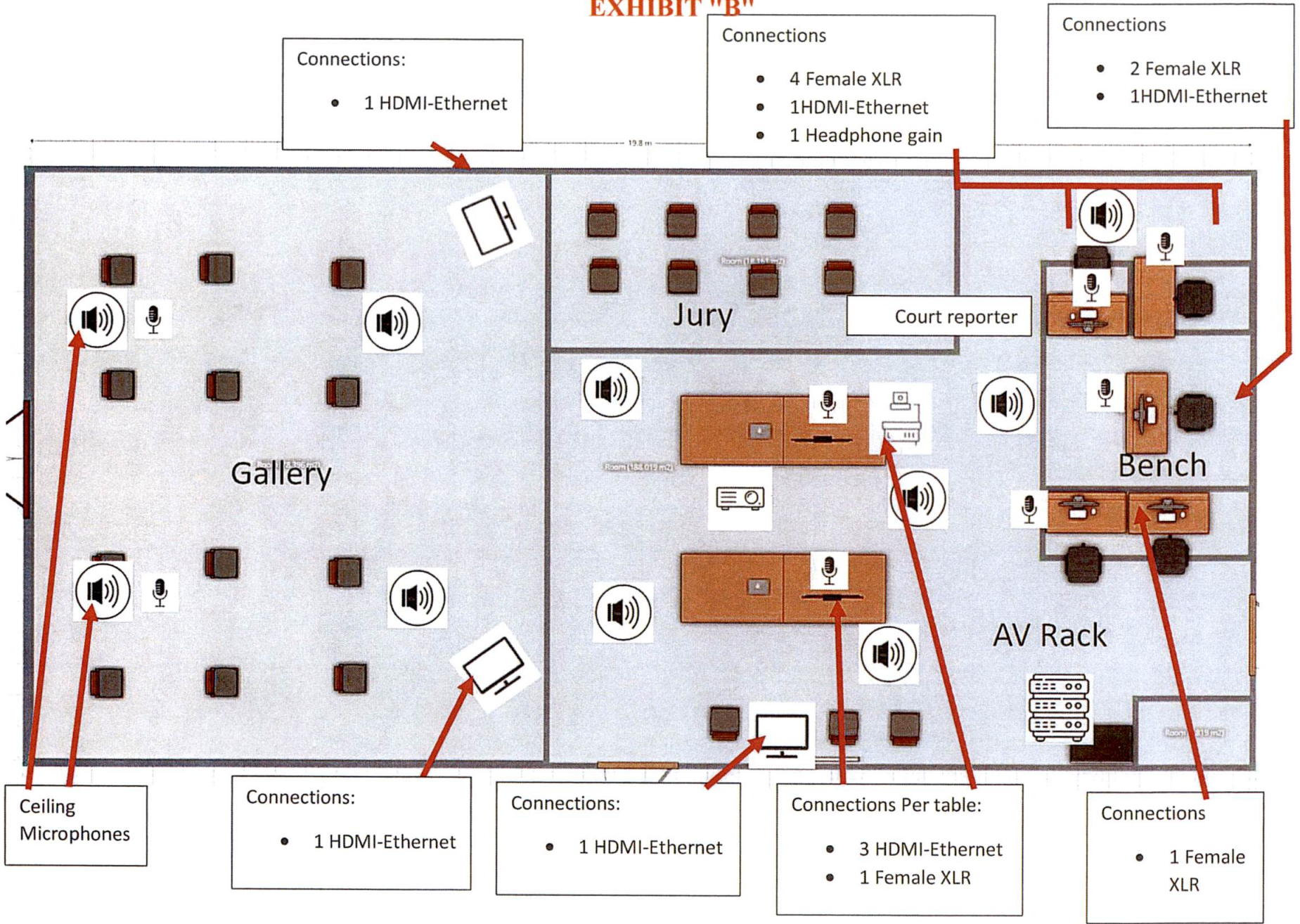


EXHIBIT "B"



Current System: This layout is the current system diagram for devices.

EXHIBIT "B"

Overview

The objective of this project is to update existing technology in the courtroom. This implementation will allow the court to stream on online video conferencing applications and amend any small technology issues the court may have.

Current Technology limitations on the court have causing the following:

- Hybrid court sessions are using consumer class microphones and video recording hardware. This causes the staff issues when representing the court record in an accurate manner. Staff must interrupt the proceeding and have personal repeat their statements clearly.

To resolve the issues we are seeking a proposals for the following:

- Mounting of a existing USB Camera W/ Extension to connect to PC
- 2 additional XLR ports – one per counsel table
- Current system is not able to Stream to online video conferencing applications so all attendants are able to hear/view all aspects of the proceedings. Both audio and video will need to go through online video conferencing applications.
- Existing Mixer is displaying a fan error message
- HDMI input is currently not working on table 1

EXHIBIT "B"

Work needed

This project will require the following:

Designated cable drop Next to AV Rack

- Webb County IT will install a computer in the courtroom to act as a video conference host. This computer must have the mounted camera connected to it via usb. A USB extension cable will need to be ran to connect this PC and the webcam. Position of the webcam will be determined by the court.

Troubleshooting of translator buds

- Court has existing wireless translator earbuds. The Current translator buds are non-functioning and will need to be troubleshot or replaced.

Mounting of HD camera for online video conferencing applications

- Existing camera is a Logitech Rally cam. This camera will need to be mounted W/ usb extension to pc. This camera requires external power which will be provided by Webb County Building Maintenance.

Full system online video conferencing application integration

- Current AV system is not capable of feeding to an online video conferencing app. All audio & video input devices must be capable of streaming on the video conferencing sessions. A hardware solution that can send the local AV to video conference application is needed.
- Existing system allows Laptops to be connected via HDMI input. This input allows video and audio to play over the local system. This too must be able to stream to the video conferencing session.

Floor accessible system inputs

- Court has existing floor inputs – XLR and Ethernet on both counsel tables. Court is requesting an additional XLR port on each counsel table. Include two additional Gooseneck Microphones

Troubleshooting of hardware

- Existing System functions with HDMI-to-Ethernet Extenders. Recently HDMI extender on counsel table 1 has trouble interfacing into the system and will not display the input. This device may need to be replaced.
- Main audio mixer is displaying a Fan error. This device may need to have part replaced or a whole device replacement.
- System is powered via power surge, this device will need to be replaced.

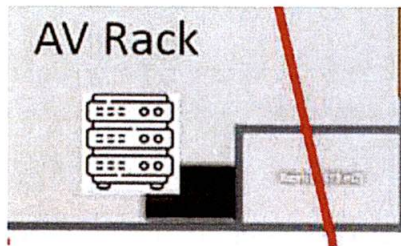
EXHIBIT "B"

Connections Needed

System AV Connection

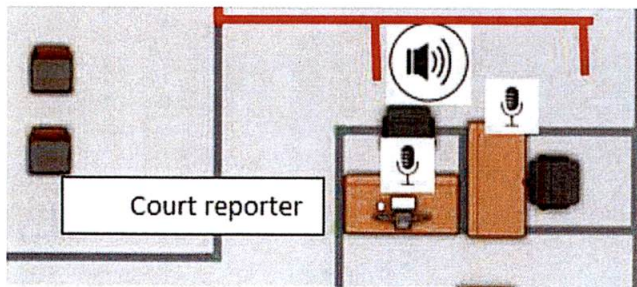
The connections need are as follows:

- 1X – System Audio & Video output – This connection will lead to a computer (provided by Webb County IT) which will feed all system AV to internet based video conferencing.



Court Reporter

- 1X – Court reporter system audio connection – this will allow the user to connect headphones and monitor system audio.
- 1X – Court Reporter System audio gain – controls audio level to court reporter headphones only.



Connections Needed

Counsel Table

The connections need are as follows:

- 1X (Per Table) XLR Connections – for Microphone

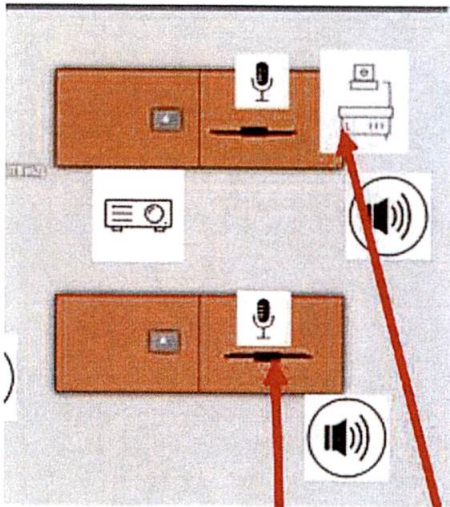




EXHIBIT "B"

WEBB COUNTY AV PROJECT

111th District Court AV Devices

[Abstract](#)

Diagram W/ comments on devices in the court room.

Daniel A. Pomar
[Email address]

Current System

Current System is divided in two different eco systems; Microphone audio and Video input/output.

We are looking for a solution that can bridge both ecosystems to a computer and then out to VTC.

The Court has three video input sources

- 1 – Prosecution table – HDMI W/ audio that plays over court speakers
- 1 – Defense Table - HDMI W/ audio that plays over court speakers
- 1 – Document viewer - HDMI W/ audio that plays over court speakers

These 3 video sources are all tied into the Creston LCD system panel. The Creston panel acts as a video input selector and is able to switch between the sources at the courts discretion.

All of these video sources are to be treated as a single source when interfacing with the computer and the VTC application.

We will need these sources to be viewable on VTC applications. The Rally cam will be showing the in-court session via VTC. Video stream on the VTC must be able switch between the above mentioned sources and the Rallycam when needed.

Current system does not have capability of interfacing with a computer nor VTC applications. Vendor must be able to provide a solution that will allow both ecosystems to communicate to a computer which will then output to VTC applications.

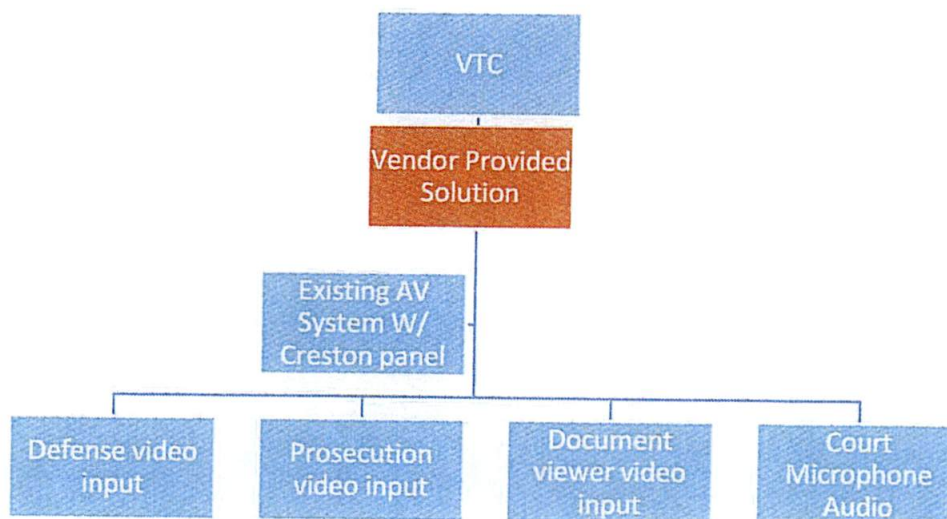


EXHIBIT "B"

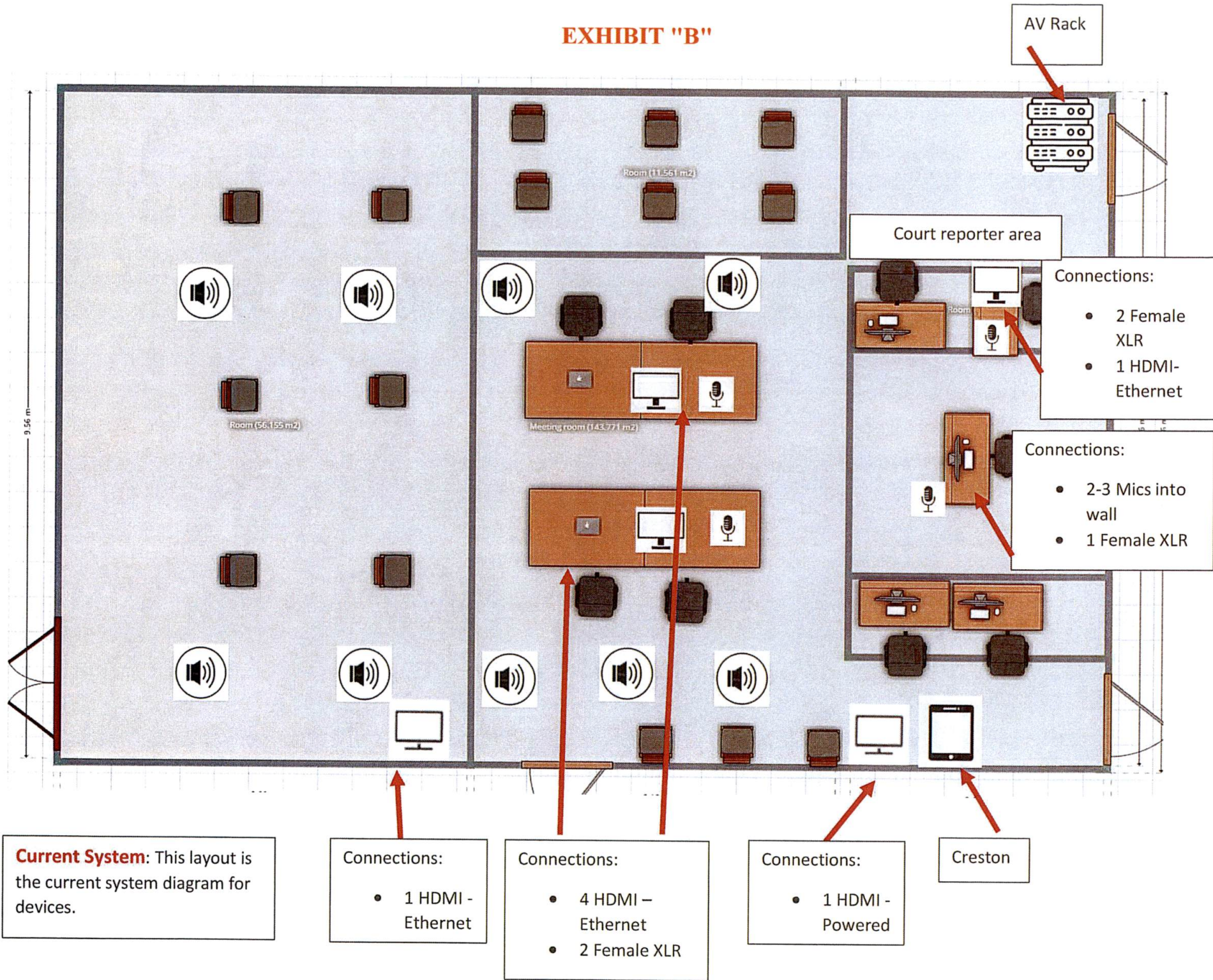


EXHIBIT "B"

Overview

The objective of this project is to update existing technology in the courtroom. This implementation will allow the court to stream on video conferencing applications and amend any small technology issues the court may have.

Current Technology limitations on the court have causing the following:

- Hybrid court sessions are using consumer class microphones and video recording hardware. This causes the staff issues when representing the court record in an accurate manner. Staff must interrupt the proceeding and have personal repeat their statements clearly.

EXHIBIT "B"

Work needed

This project will require the following:

Designated cable drop Next to AV Rack

- Webb County IT will install a computer in the courtroom to act as a video conference host. This computer must have the mounted camera connected to it via usb. A USB extension cable will need to be ran to connect this PC and the webcam. Position of the webcam will be determined by the court.

Troubleshooting/ installation of Court Reporter headphone gain

- Court reporter area (right of judge's bench) is in need of a gain control for a headphone set. This control be able to control audio levels that output to that headphone only.

Mounting of HD camera for online video conferencing applications

- Existing camera is a OWL cam. This camera will need to be mounted W/ usb extension to pc. This camera requires external power which will be provided by Webb County Building Maintenance.

Full system video conferencing application integration

- Current AV system is not capable of feeding to an online video conferencing app. All audio & video input devices must be capable of streaming on the video conferencing sessions. A hardware solution that can send the local AV to video conference application is needed.
- Existing system allows Laptops to be connected via HDMI input. This input allows video and audio to play over the local system. This too must be able to stream to the video conferencing session.

Floor accessible system inputs

- Court has existing floor inputs – XLR and Ethernet on both counsel tables. Court is requesting an additional XLR port on each counsel table. Include two additional Gooseneck Microphones

Creston update

- Current Creston control system does not display the volume levels for the audio inputs/outputs. The court is requesting this feature to be added to the current Creston touch panel.

Work needed Cont.

Additional wireless handheld microphones

- Court is in need of 2 additional wireless handled mics, please include any hardware that is needed for the mics.

EXHIBIT "B"

Connections Needed

System AV Connection

The connections need are as follows:

- 1X – System Audio & Video output – This connection will lead to a computer (provided by Webb County IT) which will feed all system AV to internet based video conferencing.

Court Reporter

- 1X – Court reporter system audio connection – this will allow the user to connect headphones and monitor system audio.
- 1X – Court Reporter System audio gain – controls audio level to court reporter headphones only.

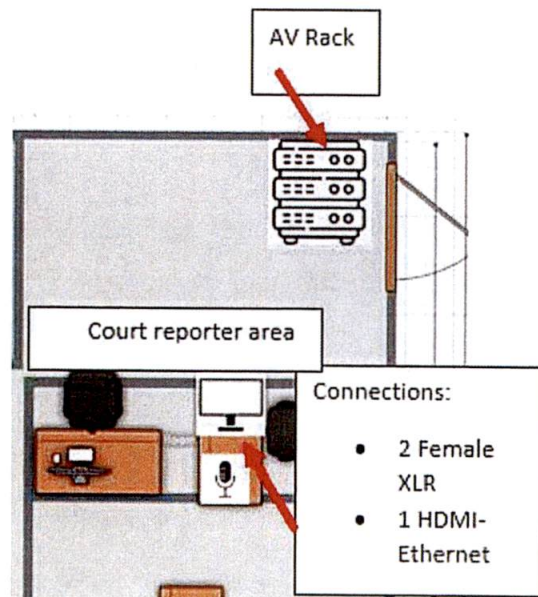




EXHIBIT "B"

WEBB COUNTY COURT AV PROJECT

341st Court Devices

[Abstract](#)

Diagram W/ comments on devices in the court room

Daniel A. Pomar

[Email address]

Current System

Current System is divided in two different eco systems; Microphone audio and Video input/output.

We are looking for a solution that can bridge both ecosystems to a computer and then out to VTC.

The Court has three video input sources

- 1 – Prosecution table – HDMI W/ audio that plays over court speakers
- 1 – Defense Table - HDMI W/ audio that plays over court speakers
- 1 – Document viewer - HDMI W/ audio that plays over court speakers

These 3 video sources are all tied into the Creston LCD system panel. The Creston panel acts as a video input selector and is able to switch between the sources at the courts discretion.

All of these video sources are to be treated as a single source when interfacing with the computer and the VTC application.

We will need these sources to be viewable on VTC applications. The Rally cam will be showing the in-court session via VTC. Video stream on the VTC must be able switch between the above mentioned sources and the Rallycam when needed.

Current system does not have capability of interfacing with a computer nor VTC applications. Vendor must be able to provide a solution that will allow both ecosystems to communicate to a computer which will then output to VTC applications.

EXHIBIT "B"

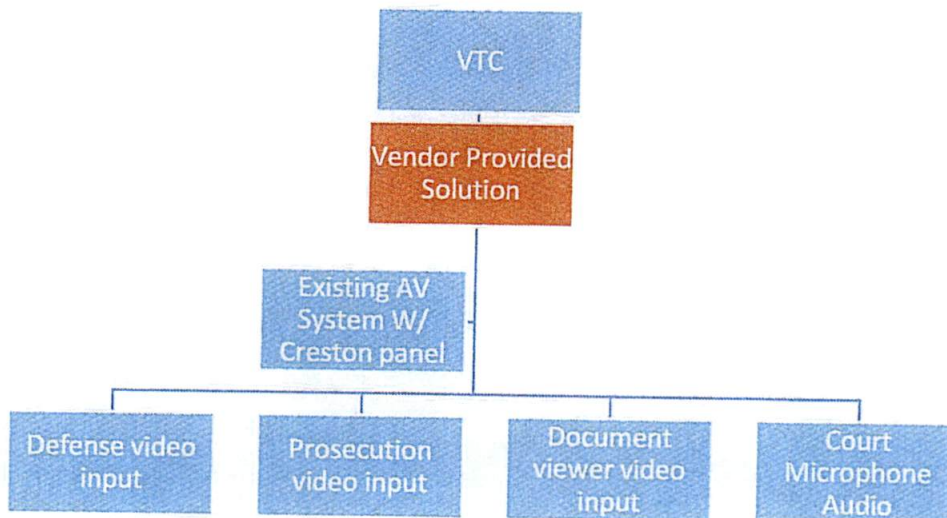
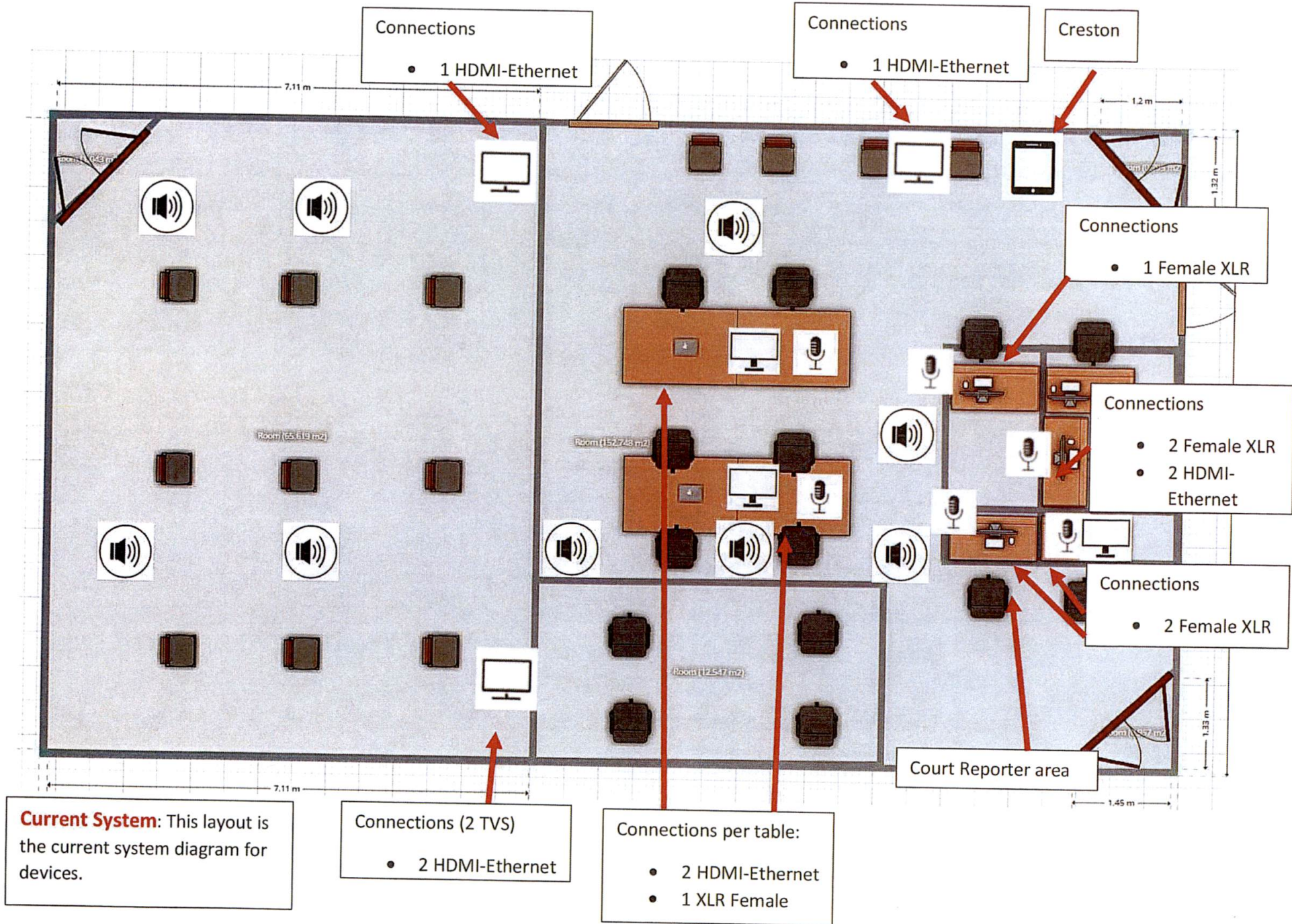


EXHIBIT "B"



Current System: This layout is the current system diagram for devices.

Connections (2 TVs)
 • 2 HDMI-Ethernet

Connections per table:
 • 2 HDMI-Ethernet
 • 1 XLR Female

EXHIBIT "B"

Overview

The objective of this project is to update existing technology in the courtroom. This implementation will allow the court to stream on video conferencing applications and amend any small technology issues the court may have.

Current Technology limitations on the court have causing the following:

- Hybrid court sessions are using consumer class microphones and video recording hardware. This causes the staff issues when representing the court record in an accurate manner. Staff must interrupt the proceeding and have personal repeat their statements clearly.

The results we expect to see are faster proceedings and better overall experience for all those involved

EXHIBIT "B"

Work needed

This project will require the following:

Designated cable drop Next to AV Rack

- Webb County IT will install a computer in the courtroom to act as a video conference host. This computer must have the mounted camera connected to it via usb. A USB extension cable will need to be ran to connect this PC and the webcam. Position of the webcam will be determined by the court.

Installation of translator buds

- Current system does not have wireless translator ear buds. A new installation of translator buds and any hardware required is needed.

Microphones

- Court is requesting an addition of 4 new wireless lapel mics and a full size wireless microphone, include any hardware needed.
- Court is requesting an addition of 2 ceiling tile microphones. These microphones are to feed to the existing speaker system. Clear One tile microphones are preferred product, include any hardware required.

Mounting of HD camera for online video conferencing applications

- Existing camera is a Logitech Rally cam. This camera will need to be mounted W/ usb extension to pc. This camera requires external power which will be provided by Webb County Building Maintenance.

Full system video conferencing application integration

- Current AV system is not capable of feeding to an online video conferencing app. All audio & video input devices must be capable of streaming on the video conferencing sessions. A hardware solution that can send the local AV to video conference application is needed.
- Existing system allows Laptops to be connected via HDMI input. This input allows video and audio to play over the local system. This too must be able to stream to the video conferencing session.

Floor accessible system inputs

- Court has existing floor inputs – XLR and Ethernet on both counsel tables. Court is requesting an additional XLR port on each counsel table. Include two additional Gooseneck Microphones.

Work needed Cont.

Troubleshooting/ installation of Court Reporter headphone gain

- Court reporter area (left of judge's bench) is in need of a gain control for a headphone set. This control be able to control audio levels that output to that headphone only.

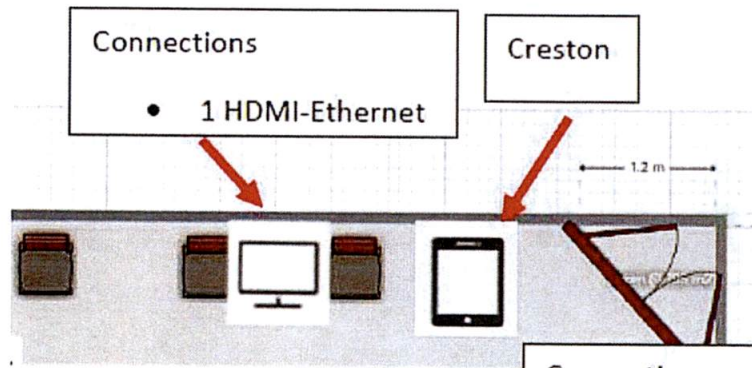
EXHIBIT "B"

Connections Needed

System AV Connection

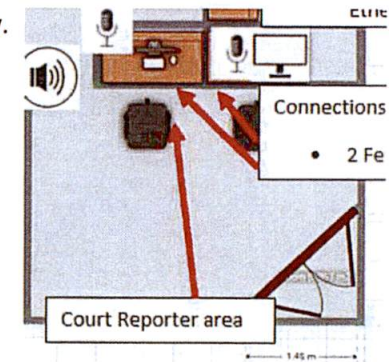
The connections need are as follows:

- 1X – System Audio & Video output – This connection will lead to a computer (provided by Webb County IT) which will feed all system AV to internet based video conferencing.



Court Reporter

- 1X – Court reporter system audio connection – this will allow the user to connect headphones and monitor system audio.
- 1X – Court Reporter System audio gain – controls audio level to court reporter headphones only.



Connections Needed

Counsel Table

- The connections need are as follows:
- 1X (Per Table) XLR Connections – for Microphone

