

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO ADDENDUM TO AUDIO VISUAL TECHNOLOGIES GROUP, INC.'S
 AGREEMENT PURSUANT TO BUYBOARD CONTRACT NO. 644-21
 AND DIR CONTRACT NO. DIR-TSO-4247**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Audio Visual Technologies Group, Inc., (hereinafter “AVTG”), a company authorized to conduct business in the State of Texas. County and AVTG are hereinafter collectively referred to as the “Parties” and each individually a “Party.”

WHEREAS, on or about March 26, 2024, the Parties executed and accepted that certain *Addendum to Audio Visual Technologies Group, Inc.’s Agreement Pursuant to BuyBoard Contract No. 644-21 and DIR Contract No. DIR-TSO-4247* (hereinafter “Agreement”) which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend a certain portion of the Agreement;

NOW THEREFORE, in consideration of the mutual benefits to be derived by the Parties hereto, County and AVTG agree as follows:

1. **Scope of Services.** AVTG shall render Services to County as described in AVTG’s Proposal (Project Number: 103571) dated May 6, 2024, attached hereto as Exhibit A and incorporated by reference, and, as applicable, in accordance with the requirements of BuyBoard Contract No. 644-21 and DIR Contract No. DIR-TSO-4247. Any Services to be performed by AVTG for County must be scheduled at least two weeks in advance with the County’s Information Technology Department, or as mutually agreed by the parties. The County’s Information Technology Department may be contacted between the hours of 8:00 a.m. and 5:00 p.m., excluding County holidays or other County closures, at (281) 341-4570 concerning the scheduling of any Services. All performance of the Scope of Services by AVTG including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County. The parties understand that the Services described in Exhibit A will be replicated in each of the 19 courtrooms.
2. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
3. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or

amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

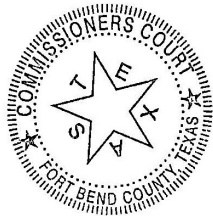
FORT BEND COUNTY

AUDIO VISUAL TECHNOLOGIES GROUP, INC.

KP George
KP George, County Judge

Matthew G Smith
Authorized Agent - Signature

June 25, 2024
Date



Matthew G Smith
Authorized Agent- Printed Name

ATTEST:

Laura Richard
Laura Richard, County Clerk

VP
Title

6-4-2024
Date

REVIEWED:

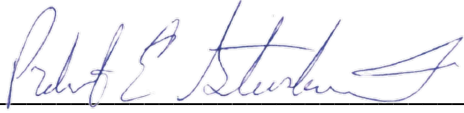
Robyn Douglas
Information Technology Department

Exhibit A: AVTG's Proposal (Project Number: 103571) dated 5/6/2024 and A/V System Integration Terms & Conditions

i:\agreements\2024 agreements\purchasing\it\audio visual technologies group, inc. (24-it-100470-a1)\1st amendment.addendum to avtg's agreement (kcj - 5.17.2024)

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 53,476.21 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A
(Follows Behind)



Audio Visual Technologies Grp
 12502 Exchange Dr., STE 404
 Stafford, TX 77477
 281-240-2100 Fx 281-240-2250

Project Number: 103571

For :
FBC JUSTICE CENTER JUSTICE CENTER A/V REVAMP2023 Customer P.O.: 238588
This ** Proposal ** is Valid for 30 Days.

** Proposal ** to:
FORT BEND COUNTY PURCHASING PURCHASING 1422 EUGENE HEIMANN CIRCLE RICHMOND, TX 77469 Tel: (281) 341-4584

Project Site:
FBC JUSTICE CENTER LEE POWELL 1422 EUGENE HEIMANN CIRCLE RICHMOND, TX 77469 Tel: 832-471-4317

Qty	Mfr-Part No.	Description	Unit Price	Extended
FBC JUSTICE CENTER - REVAMP - DIR-TSO-4247/BUYBOARD 644-21				
VIDEO CAMERAS Both PTZ Products below replaced the EOL prior models.				
76	PTZ-PT12X-SE-WH-G3	PTZ OPTIC SE 12X ZOOM 3G SDI CAMERA - BUYBOARD	1,316.00	100,016.00
76	PTZ-HCM-1-WH	PTZ OPTICS UNIVERSAL WALL MOUNT - BUYBOARD	123.00	9,348.00
19	VAD-999-8240-0000	VADDIO AUDIO VIDEO BRIDGE - DIR	2,063.00	39,197.00
FLATPANEL DISPLAYS Planar model below replaced the EOL prior model.				
95	PLA-PCT2495	PLANAR 24" TOUCH SCREEN DESKTOP MONITOR, 998-3328-00-BUYBOARD	376.00	35,720.00
SWITCHING, CONTROL, and SCALING Crestron model VC-4-PC-3 provides 3 room licenses per unit and is same cost per room license, thus the change. no cost difference to FBC.				
1	CRE-VC-4-ROOM	CRESTRON VIRTUAL CONTROL SERVER SOFTWARE-1ROOM - BUYBOARD	617.00	617.00
6	CRE-VC-4-PC-3	CRESTRON COMPUTER WITH CRESTRON VIRTUAL CONTROL-BUYBOARD	1,852.00	11,112.00
19	CRE-USB-OFFLINE	OFFLINE LICENSING USB DONGLE FOR VC-BUYBOARD	83.00	1,577.00
19	CRE-TS-1070-B-S	CRESTRON 10.1" TABLETOP TOUCH SCREEN, BLACK-BUYBOARD	2,017.00	38,323.00
19	CRE-TS-770-B-S	CRESTRON 7" TABLETOP TOUCH PANEL - BUYBOARD	1,406.00	26,714.00
19	CRESTRO-HD-MD6X2-4K-E	6X2 4K HDMI SWITCHER - BUYBOARD	672.00	12,768.00
38	VIS-E4100	VISIONARY AVOIP ENCODER - BUYBOARD	735.00	27,930.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
114	VIS-D4100	VISIONARY AVOIP DECODER - BUYBOARD	735.00	83,790.00
19	CRE-DM-DGE-100	CRESTRON DIGITAL GRAPHICS ENGINE 100 - BUYBOARD	1,222.00	23,218.00
19	CRE-HD-DA2-4KZ-E	1:2 HDMI« DA W/4K60 4:4:4 & HDR SUPPORT - BUYBOARD	281.00	5,339.00
19	CRE-HD-CTL-101	CRESTRON 8K SMART DISPLAY CONTROLLER W/HDMI - BUYBOARD	432.00	8,208.00
19	ICR-ICRON USB 3104 RAVEN 3-2-	ICRON USB 3104 RAVEN 3-2-1_ USB 3.0 EXTENDER - BUYBOARD	1,233.00	23,427.00
19	CRE-HD-TXC-4KZ-101	CRESTRON DM LITE 4K60 RECEIVER HDMI OVER CATX-BUYBOARD model replaced the EOL prior model.	244.00	4,636.00
19	CRE-HD-RXC-4KZ-101	CRESTRON DM LITE« 4K60 4:4:4 RECEIVER - BUYBOARD model replaced the EOL prior model.	244.00	4,636.00
19	TVO-MWP-MTO	TVONE CORIOVIEW MULTI WINDOW PROCESSOR-BUYBOARD	1,729.00	32,851.00
19	TVO-CV-HDSI-4IN-FF	CORIOVIEW INPUT MODULE-4X HD/SDI VIA BNC-BUYBOARD	1,154.00	21,926.00
19	TVO-CV-HDMI-4K-2IN-FF	CORIOVIEW HDMI 4K 2-INPUT - BUYBOARD	1,618.00	30,742.00
19	TVO-CV-HDMI-4K-SC-1 OUT-FF	CORIOVIEW HDMI 4K SINGLE SCALED OUTPUT-BUYBOARD	2,111.00	40,109.00
76	BLA-CONVCMIC/SH03 G/WPSU	All TVO parts here above replaced EOL Extron 60-1574-02. no cost difference MICRO CONV.-SDI-HDMI 3G W/PSU-BUYBOARD	70.00	5,320.00
SPEECH TO TEXT				
19	AUD-ADP-USB-AU-2X2	AUDINATE DANTE AVIO 2X2 USB TYPE A I/O ADAPT - BUYBOARD model replaced the Magewell 32090	171.00	3,249.00
19	OFE-PC	OWNER FURNISHED PC FOR RECORDING		
19	OFE-SPEECH TO TEXT SOFT	SPEECH TO TEXT AI SUBSCRIPTION		
ABOVE PRODUCT TO BE PURCHASED BY OWNER				
CONNECTIVITY				
19	INO-TOGGLE	INOGENI USB 3.0 SWITCHER - BUYBOARD	434.00	8,246.00
19	WOLFVIS-CYN-CORE-PRO	WOLFVISION WIRELESS PRESENTATION SYSTEM	3,544.00	67,336.00
19	TRE-TPE-119GI	TRENDNET GIGABIT POE++ INJECTOR - BUYBOARD	86.00	1,634.00
19	NET-GSM4210PD-100 NAS	NETGEAR M4250-9G1F-POE+ SWITCH - BUYBOARD	584.00	11,096.00
19	NET-GSM4230PX	NETGEAR 26-PORT SWITCH WITH 24X 1G POE+ RJ45 PORTS - BUYBOARD	1,693.00	32,167.00
4	NET-AXM761P10-1000 OS	NETGEAR 10-PACK PROSAFE 10 GIGABIT SFP+ TRA - 10 PCK-BUYBOARD Same part number needed just sold as 10 pack. availability reason for change on prior part	2,964.00	11,856.00
18	FIB-FCDUS222v2134	FIBER CABLE 100M - BUYBOARD	148.00	2,664.00

Qty	Mfr-Part No.	Description	Unit Price	Extended
1	FIB-FCDUS222V2134	FIBER CABLE 100M - BUYBOARD	148.00	148.00
19	ELMO-TT-12W	ELMO STEM-CAM VISUAL PRESENTER, 1379 - BUYBOARD model replaced the EOL prior Elmo model. No cost difference.	712.00	13,528.00
AUDIO				
19	BIAMP-TESTIRAFORTE DAN CI	FIXED I/O DSP WITH 12 ANALOG INPUTS, 8 ANALOG OUTPUTS, 8CH-DIR	2,920.00	55,480.00
76	SHU-MX202W-A/S	SHURE HANGING CEILING MICROPHONE, WHITE - DIR	201.00	15,276.00
19	AUD-ADP-DAO-AU-0X2	AUDINATE DANTE 2-CHANNEL OUTPUT ADAPTER-BUYBOARD	178.00	3,382.00
19	RADIOD-TX-A2D	RDL AUDIO CONVERT.-BALANCED TO UNBALANCE - BUYBOARD -Terminals, dual-RCA	141.00	2,679.00
19	MAC-HM-4	MACKIE 4 WAY HEADPHONES AMPLIFIER - BUYBOARD	49.00	931.00
19	RDL-AV-XMN4	RDL 4-CH MIC TO DANTE NETWORK INTERFACE - BUYBOARD	783.00	14,877.00
19	CRE-AMP-X300	CRESTRON X SERIES AMPLIFIER - BUYBOARD	518.00	9,842.00
19	TAS-DR-40X	TASCAM 4 TRACK AUDIO RECORDER/USB AUDIO INTERFACE-BUYBOARD	202.00	3,838.00
19	SAN-SDSDXXD-128G- ANCIN	SANDISK 128GB EXTREME PRO UHS-I SDXC - BUYBOARD	27.00	513.00
19	TAS-PS-P520U	TASCAM AC ADAPTER KIT FOR TASCAM PRODUCTS - BUYBOARD	36.00	684.00
19	BEN-MWH-1	BENRO MEVIDEO MWH-1 WIRED ON-EAR STEREO HEADSET-BUYBOARD model replaced the CRE-51EF0970AA000	35.00	665.00
19	LIB-AVTI-CQ99196-7	LIBERTY PODIUM FLOOR BOX CUSTOM PLATE - DIR	75.00	1,425.00
19	LIB-AVTI-CQ99196-9	LIBERTY PODIUM FLOOR BOX-2 CUSTOM PLATE - DIR	105.00	1,995.00
76	LIB-AVTI-CQ99196-10	LIBERTY PROSECUTOR/DEFENDANT CUSTOM PLATES - DIR	32.00	2,432.00
38	LIB-AVTI-CQ99196-12	LIBERTY REPORTERS DESK CUSTOM PLATE - DIR	45.00	1,710.00
19	LIB-AVTI-CQ99196-13	LIBERTY JUDGE - CUSTOM PLATE - DIR	80.00	1,520.00
19	LIB-AVTI-CQ99196-14	LIBERTY WITNESS - CUSTOM PLATE - DIR	61.00	1,159.00
EQUIPMENT RACK				
19	OFE-RACK	OWNER FURNISHED A/V RACK		
19	OFE-PODIUM	OWNER FURNISHED PODIUM		
SYSTEM CABLING				

Qty	Mfr-Part No.	Description	Unit Price	Extended
399	CRE-CBL-HD-6	CRESTRON« CERTIFIED HDMI« INTERFACE CABLE, 6 FT - BUYBOARD	31.00	12,369.00
171	CABLEST-28102	C2G 2M USB A-TO-B CABLE - DIR	2.00	342.00
19	LIBERTY-E-USBAA-15	15' ECONOMY MOLDED USB 2.0 A MALE TO A MALE - DIR	7.00	133.00
133	C2G-03975	CABLES TO GO 6' CAT6 SNAGLESS UTP NETWORK - DIR	3.00	399.00
3275 0	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR - DIR unshielded cable	354.00 M	11,593.50
1000 0	LIBERTY-24-4P-P-L6-E N-BLK	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR - DIR unshielded cable	354.00 M	3,540.00
6400	LIBERTY-22-1P-CMP-E Z-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO - DIR 22 AWG 1 pair shielded plenum cable	215.00 M	1,376.00
5000	LIBERTY-22-1P-CMP-E Z-BLK	BLACK HIGH-PERFORMANCE EZ-STRIP BROADCAST AUDIO - DIR 22 AWG 1 pair shielded plenum cable	215.00 M	1,075.00
5500	LIBERTY-18-CMP-VID- COAX-BLK	LIBERTY BLACK SERIAL DIGITAL RG6 DUAL SHIELD 4.5 GHZ - DIR plenum coaxial cable	880.00 M	4,840.00
4000	LIBERTY-18-CMP-VID- COAX-BLK	LIBERTY BLACK SERIAL DIGITAL RG6 DUAL SHIELD 4.5 GHZ - DIR plenum coaxial cable	880.00 M	3,520.00
19	AVTG-MISC	MISC. CABLES, CONNECTORS, HARDWARE	617.00	11,723.00
PROJECT SUBTOTAL:				908,766.50
AVTG INSTALLATION SERVICES				
AVTG INSTALLATION SERVICES SUBTOTAL				270,187.49

IMPORTANT! PLEASE NOTE: OUR BANKING INFORMATION HAS CHANGED. Please contact purchasing@avtg.com or call 281-240-2100 for new wiring instructions to update your records.

This ** Proposal ** is Valid for 30 Days.

Progressive Billing

Legend: M=1000Ft

Signature: _____ Date: _____

Shipping & Handling:	\$18,593.02
SubTotal:	\$1,197,547.01
Tax:	_____
Project Total:	\$1,197,547.01

By signing this proposal, the signators of this agreement warrant that they have the authority to enter into this contract and that they have read and agree to the attached Terms & Conditions statement.

AVTG A/V System Integration Terms & Conditions

System Implementation

AVTG will provide a turnkey system to include equipment, implementation and warranty, as defined on the attached Scope of Work and Project Quote. Our installation includes engineering, coordination and labor for display, video and related equipment to include required plates, connectors and cables.

System Engineering includes:

- Preparation of system functional interconnection diagram.
- Facility and equipment location.

Project Coordination includes:

Meetings with the client's technical representatives and project coordination team.

- System implementation monitoring.
- Project scheduling and oversight of AVTG team.
- Equipment staging at our shop.
- Assure final punch-list items are completed.

Field Labor includes:

- Pulling and bundling, termination and labeling of supplied cabling.
- Mounting and termination of computer interfaces.
- Installation of structural systems for supplied equipment.
- Control System Programming.
- Adjustment and balancing audio settings.
- Assure installed system functions as proposed.
- Site cleanup and trash removal.
- End-user training.

Inclusions

All equipment, wire and accessories required for a fully functional audio and visual system.

Labor associated with turnkey engineering, installation, programming, testing, and training.

Documentation CD, including as-built system CAD diagrams and Operation & Maintenance manuals.

Coordination and cooperation with the construction team in regards to installing the system.

User training on system operation.

Any additional trips, labor or materials due to failure of other work forces to have the a/v system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

DMX, DSS or other outside signals (provided by others) are not included in this scope of work unless previously agreed to on quotation.

Owner's architect will provide AVTG's engineering department with all required/ necessary architectural plans in AutoCad format at no-charge to AVTG.

AVTG reserves the right to modify our quotation pricing if proposal is not accepted within the stated time period.

AVTG may replace equipment vs. the Estimate/Quote should there be incompatibility, discontinuations etc. AVTG is not responsible for product discontinuations.

This quotation is based on installation at the specified site(s) set forth in the customer's requirements. If this configuration is to be used at other sites, travel and additional expenses may apply.

Payment Terms:

Subject to credit approval, the Owner shall pay AVTG within normal AVTG terms, typically 30 days of invoice date. Should payment not be received within this timeframe, AVTG reserves the right to charge a Late Fee of 1.5% per month on unpaid balance(s).

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten days from the date of the order will be subject to progressive billing or invoicing in such case(s), AVTG will progressively bill for hardware, equipment, and materials received, stored and/or assigned to the project, along with a percentage of completed labor and services. Progressive billing/invoices are due and payable per AVTG normal credit terms of Net 30, unless otherwise stated in this quotation.

Due to the custom nature of A/V system integration, Owner requested changes once the equipment is in hand or in transit, will result in restocking fees. Provided that the manufacturer will accept return, restocking fees will be 30 - 50% of the equipment sales price plus freight in and out for standard equipment, and **100%** of the sales price plus freight for all **custom or special order items**. Any packaged software that has been opened **IS NOT** returnable/refundable. Should owner cancel a project in whole or part, prior to completion, the Owner agrees to pay AVTG for all costs incurred to date and/or to bring the project to a mutually acceptable close. In addition, the manufacturer must be willing to accept the returned item(s) with a restock fee. These costs are, but are not limited to: design and engineering services, control/dsp programming, project management, technical labor expended, sub-contracting expenses, materials and equipment costs, and

Exclusions

The following are not included in our scope of work:

All conduit, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.

Voice/Data cabling, IE analog phone lines, ISDN lines, network ports, etc.

Network connectivity, routing, switching and port configuration necessary to support a/v equipment except as specifically quoted.

AVTG is not responsible for damaged or missing "existing data" on computers.

Concrete saw cutting and/or core drilling.

Fire-wall, ceiling, roof and floor penetration, patching removal or fire-stopping.

Necessary sheet rock replacement and/or repair.

Any and all millwork (moldings, trim, etc.)- All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others unless otherwise noted in this proposal.

Painting, patching or finishing of architectural surfaces.

Permits.

HVAC and plumbing relocation.

Rough-in, bracing, framing, or finish trim carpentry for installation.

Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.

Any applicable taxes, permits or bonds related to the project, unless otherwise stated in quotation.

All normal shipping costs not part of original quote will be added as a pass through cost to progress billing.

Site specific training unless otherwise specified.

Unless otherwise specified, the warranty provisions in this contract do not cover Owner Furnished Equipment (OFE). In addition, owner furnished equipment shall not be controlled unless otherwise stated in the inclusions above.

Owner furnished equipment or equipment provided by others that is integrated into the system being supplied by AVTG is assumed to be current industry acceptable equipment in good working order. If it is determined that this equipment is faulty or non-compatible upon installation or adversely affects the system, additional project charges may be incurred.

With FCC wideband channel changes effective in early 2009, AVTG cannot guarantee effective "wireless" communication devices unless specifically included in quotation.

Standard Warranty

AVTG warrants the A/V System furnished to be free from defects in workmanship (i.e., cables, connections, structures) failure for a period of 90 days, unless a one-year extended warranty has been quoted and accepted. This date will be from the date of acceptance or first beneficial use, whichever occurs first. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to AVTG by the Owner or their agent.

Manufacturer's equipment warranties are of varying lengths (usually 90 days to 1 year). AVTG will warranty this equipment for the term established by the manufacturer on a DEPOT BASIS ONLY, unless an AVTG 1 year extended warranty is accepted in our quotation.

Warranty does not apply to any product that has been subject to misuse, neglect, accident, power pikes/surge/brown-out, overheating or operational error.

AVTG cannot be held liable for product continuations.

Statement of Non-Disclosure

The document (s)and System Design involved with this Quote is /are AVTG Intellectual Property, not intended for outside distribution without written approval from AVTG's System Engineering Department.

Dissemination of this proprietary document is subject to Consultation/Design Fees of \$2,500.00 minimum per document.

Client cannot recruit AVTG's staff for a "side job" and will pay damages up to 30% of technician's annual pay if done.

