

## **COUNCIL CHAMBERS INSTALLATION & INTEGRATION AGREEMENT**

**THIS AGREEMENT** is made and entered into this day of \_\_\_\_ day of August, 2018, by and between Media Rushworks, L.L.C., dba RUSHWORKS, (hereinafter referred to as "RUSHWORKS"), a Limited Liability Company, whose address is 800 Parker Square, Suite 200, Flower Mound, Texas, 75028, and the City of Killeen, Texas, (hereinafter referred to as "the City").

### **Executive Summary – City of Killeen Council Chamber**

The objective of this project is to rebuild the council chamber to better serve the needs of the Killeen City Council and other deliberative bodies which use the premises for meetings, whether televised or not. To this end, RUSHWORKS will replace the existing AV system with new equipment to maximize the room's usability and effectiveness and add new features and flexibility. Each of the main segments of the project is addressed in the Scope of Work statement that follows.

### **DAIS:**

#### **Presentation Systems:**

Install one auxiliary input wall plate at each end of the dais. As part of the optional presentation drawing system, a 24" touch screen monitor will be placed at each end of the dais to allow participants to electronically "draw" overlays on presentation materials

Install control panels at both ends of the dais to allow users to turn displays on and off, manage presentation sources and control the audio system for non-televised meetings.

#### **Audio Systems:**

Install new remotely-controllable microphones that allows the mute status to be managed either by the user or from the control system of the room. Small speakers in front of each seat at the dais will be fed from the audio system such that council members will have sound reinforcement without audio feedback.

### **LECTERN:**

#### **Presentation Systems:**

Install presentation wall plate with a 24" touchscreen to allow participants to electronically "draw" overlays on presentation materials as part of the optional presentation drawing system. The monitor will be attached with an adjustable arm for ADA compliance.

#### **Audio Systems:**

Install a new gooseneck microphone with improved feedback isolation and off-axis pickup for improved recording quality of public comment. This microphone will use a movable base to allow for easier ADA-compliance. The microphone mute status will be managed from the main audio system and from the control panels at the dais.

### **COUNCIL CHAMBER:**

#### **Production Systems:**

One new HD PTZ camera will be positioned in the ceiling as a document camera for large format materials, to be controlled via RUSHWORKS VDESK system. This will require a dedicated table with marked positions for users to place materials to be shown. With the presentation drawing system, they will be able to annotate these drawings from the lectern via the touchscreen.

**Presentation Systems:**

Three new 75” displays will be installed – one under the control room window on a tilting mount and the other two replacing existing displays on the walls. These will be installed on articulated mounts to allow them either to sit flush with the wall or be positioned for audience viewing of presentation materials. All three displays will be independently controlled via the presentation switching system.

**Voting & Speaker Queuing Systems:**

RUSHWORKS proposes the use of a DSAN Deliberator meeting management system for voting display and speaker timing and queuing functions. This is a computer-based system and includes two PCs, one for the City Secretary to use for voting setup, and the second as a display computer in the control room. Each council member will have a keypad for voting and request-to-speak functions. Non-computer-based systems exist but may not be available in the specified project timeline due to long lead times for custom equipment.

**Audio Systems:**

Add new speakers to the room, integrated with digital signal processors to deliver the best possible sound reinforcement. An assistive listening system will be installed for ADA compliance.

**CONTROL ROOM:****Production Systems:**

Install a new presentation switcher with an optional PointMaker device that enables users to “draw” on presentation materials using the touchscreens at the lectern and at the dais. Control of the presentation system will be managed from an iPad and two dedicated control panels at the council dais. Sources will include auxiliary input ports on either end of the dais and at the lectern, the control room presentation PC, the Document Camera, a live video feed from the RUSHWORKS VDESK system, a voting display and a wireless presentation display device. The wireless display device will allow users to display content from iPad and Android tablets and phones via WiFi.

All equipment will be in an equipment rack installed in the Control Room. Monitoring and control of the system will reside on the existing countertop, using multiple displays on adjustable stands and arms. A multi-viewer system will be added to allow easy monitoring of all sources and destinations during meetings, with monitors in the control room for use during meetings and one in the video production office for daily monitoring of cable channel operations.

**Audio Systems:**

New DSP (Digital Signal Processing) units will process the audio from each microphone to reduce feedback and optimize the resulting audio. A new 16-channel digital mixing board will allow for easy access to each microphone’s signal level for quick adjustments during meetings. The mixer can be remotely controlled via a tablet, with configurations saved for easy management.

**Playback Automation Systems:**

All video sources will be connected to a matrix video routing switcher, allowing easy expansion of the system and bypassing of equipment if needed. The RUSHWORKS A-LIST system will be configured to control this router for automation of switching.

Delivery of the output signal to the City Cable Channel will be routed through monitoring equipment to allow City staff to verify signals prior to delivery to cable destinations. An SDI to analog down-converter will be installed to convert the HD signal and deliver it to cable providers as a standard analog SD signal.

### **INSTALLATION AND TRAINING:**

The Installation of this system is estimated to require approximately one week, with training to be done concurrently as systems are completed. The final day of installation will be set aside for customer training and cleanup.

### **PROJECT TIMELINE (PROPOSED):**

The timeline for this project will necessarily be impacted by the progress of the construction work in the chamber. RUSHWORKS will work directly with the contractor to determine the best time to install cables and to verify conduit requirements for cabling installation. Installation of the main body of the equipment will be completed toward the end of the overall construction timeline to allow for timely completion of the A/V work. All work should be completed by October 31, 2018, as specified by the RFP, presuming the construction work in the chamber is completed in advance of the scheduled equipment.

In the performance of the Services, RUSHWORKS shall communicate directly with the City's Executive Director of Communications to gather as much information as possible regarding the City's expectations for daily system operation and performance.

The RUSHWORKS installers will utilize their technical expertise in the installation of equipment for the Council Chambers. The installers will provide the initial on-site training of designated support staff and/or operators in the procedures for operating the systems. It is understood that the installer/trainers will be on-site at the City for approximately one week to perform the Services required herein.

Within seven (7) business days after the installation is complete and accepted by the City and the installer has departed, RUSHWORKS will provide documentation of the as-installed system connectivity, both in printed and PDF formats. These will be provided to the City's Executive Director of Communications.

Within ten days of the City's request and at no cost to the City, the City will be entitled to review and receive a copy of all documents that indicate work and/or services are being performed under this Agreement.

1. Time of Performance. Services of RUSHWORKS shall be undertaken and completed in such sequence as to assure their expeditious completion. Available installation dates will be suggested by the City's Executive Director of Communications, with actual dates agreed upon by RUSHWORKS and the City. The parties expressly understand and agree that RUSHWORKS will strive to complete all services required within one week.
2. Compensation and Method of Payment.
  - a. Compensation. For performing the Services specified in this Agreement, the City agrees to pay RUSHWORKS the amount of ONE HUNDRED FORTY-THREE THOUSAND EIGHT HUNDRED AND TWENTY-ONE DOLLARS (\$143,821), which amount shall constitute full and complete compensation for RUSHWORKS' systems and services under this Agreement, including all expenditures made and expenses incurred by RUSHWORKS associated with provision, installation and training of its products and services. No changes shall be made and no bills for

changes, alterations, modifications, deviations, and extra orders shall be recognized or paid for except upon a written change order signed by the City prior to the beginning of the work or services covered by the proposed change.

- b. Method of Payment. Fifty percent (50%) of the total amount shall be paid to RUSHWORKS upon the signing of this Agreement and RUSHWORKS' receipt of Purchase Order. The balance due of fifty percent (50%) of the total amount will be paid within thirty (30) days of (i) the acceptance of the Services as described and defined in this Agreement by the City (ii) receipt of affidavit of all bills paid from RUSHWORKS and (iii) receipt of an invoice therefor.

- 3. Independent Contractor. RUSHWORKS is considered an independent contractor in the performance of the services described in Section 1. RUSHWORKS further agrees that neither it nor its employees are entitled to any benefits from the City, or to any of the benefits granted to employees of the City.

4. Personnel.

- a. RUSHWORKS represents that it has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.
- b. All the Services required hereunder will be performed by RUSHWORKS or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

5. Indemnity.

RUSHWORKS agrees to and shall indemnify and hold harmless and defend city, its officers, agents, and employees (hereafter referred to as "City") from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorneys fees, for injury to or death of any person, for damage to any property or for any breach of contract to the extent Arising out of or in connection with an act of negligence, intentional tort, intellectual property infringement, or failure to pay any subcontractor or supplier committed by RUSHWORKS or RUSHWORKS' agent, consultant under contract, or another entity over which RUSHWORKS exercises control (collectively RUSHWORKS parties).

It is the expressed intention of the parties hereto, both RUSHWORKS and city, that the indemnity provided for in this paragraph is indemnity by RUSHWORKS to indemnify and protect city from the consequences of RUSHWORKS parties' own willful misconduct, joint or sole negligence as well as RUSHWORKS parties' intentional torts, intellectual property infringements, and failures to make payments arising out of or in connection with this agreement. Such indemnity shall not apply, however, to liability arising from the personal injury, death, or property damage of persons that is caused by or results from the negligence of any person other than RUSHWORKS parties.

In the event that any action or proceeding is brought against the city from which the city is indemnified, RUSHWORKS further agrees and covenants to defend the action or proceeding by legal counsel acceptable to the city. The indemnity provided hereinabove shall survive the termination and/or expiration of this agreement.

By this Agreement, the City does not consent to litigation or suit, and the City hereby expressly revokes any consent to litigation that it may have granted by the terms of this Agreement or any other contract or agreement, any charter, or applicable state law. Nothing herein shall be construed so as to limit or waive the City's sovereign immunity. RUSHWORKS assumes full responsibility for its work performed hereunder and hereby releases, relinquishes and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether they be either of the parties hereto, their employees, or other third parties) and any loss of or damage to property (whether the property be that of either of the parties hereto, their employees, or other third parties) that is caused by or alleged to be caused by, arising out of, or in connection with RUSHWORKS' work to be performed hereunder. This release shall apply with respect to RUSHWORKS' work regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance.

6. Insurance. RUSHWORKS shall procure and maintain at its sole cost and expense for the duration of the Agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the Work hereunder by RUSHWORKS, its agents, representatives, volunteers, employees or subconsultants.

- a. RUSHWORKS' insurance coverage shall be primary insurance with respect to the City, its officials, employees and agents. Any insurance or self-insurance maintained by the City, its officials, employees or agents shall be considered in excess of RUSHWORKS' insurance and shall not contribute to it. Further, RUSHWORKS shall include all subconsultants, agents and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this Agreement:

1. Commercial General Liability Insurance
  - Each Occurrence: \$1,000,000
  - General Aggregate: \$2,000,000
  - Coverage shall be broad form
  - Waiver of subrogation required
  - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
2. Workers Compensation
  - Statutory Limits/Employer's Liability: \$1,000,000
  - Waiver of subrogation required
3. Business Automobile Policy
  - Combined Single Limits: \$1,000,000
  - Coverage for "Hired Autos" and "Non-owned Autos"
  - Waiver of subrogation required

- b. The following shall be applicable to all policies of insurance required herein.
1. Insurance carrier for all liability policies must have an A.M. Best Rating of A: VII or better.
  2. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
  3. Liability policies must be on occurrence form. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or - reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
  4. The City, its officers, agents and employees are to be added as Additional Insureds to all liability policies.
  5. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
  6. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
  7. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City, and shall be carried in the name of RUSHWORKS. RUSHWORKS shall provide copies of insurance policies required hereunder to the City on or before the effective date of this Agreement.

7. Termination. The City, besides all other rights or remedies it may have, shall have the right to terminate this Agreement without cause upon ten (10) days' written notice from the City Manager to RUSHWORKS of the City's election to do so. Furthermore, the City may immediately and without notice terminate this Agreement if RUSHWORKS breaches this Agreement. A breach of this Agreement shall include, but not be limited to, the following:
- (a) failing to pay insurance premiums, liens, claims or other charges;
  - (b) failing to pay any payments due the City, state, or federal government from RUSHWORKS or its principals, including, but not limited to, any taxes, fees, assessments, liens, or any payments identified in this Agreement;
  - (c) the institution of voluntary or involuntary bankruptcy proceeding against RUSHWORKS;
  - (d) the dissolution of RUSHWORKS;
  - (e) refusing or failing to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Agreement;
  - (f) failing to complete work within the time period specified in this Agreement; and/or
  - (g) the violation of any provision of this Agreement. Upon delivery of any notice of termination required herein, RUSHWORKS shall discontinue all services in connection with the performance of the Agreement. Within ten (10) days after receipt of the notice of termination, RUSHWORKS shall submit a final statement showing in detail the services satisfactorily



performed and accepted by the City and all other appropriate documentation required herein for payment of services.

If this Agreement is terminated for cause, RUSHWORKS shall be liable for any damage to the City resulting therefrom. This liability includes any increased costs incurred by the City in completing RUSHWORKS' work. The rights and remedies of the City in this section are in addition to any other rights and remedies provided by law or under this Agreement.

8. No Right to Arbitration. Notwithstanding anything to the contrary contained in this Agreement, the City and RUSHWORKS hereby agree that no claim or dispute between the City and RUSHWORKS arising out of or relating to this Agreement shall be decided by any arbitration proceeding including, without limitation, any proceeding under the Federal Arbitration Act (9 U.S.C. Sections 1-14), or any applicable State arbitration statute, including, but not limited to, the Texas General Arbitration Act, provided that in the event that the City is subjected to an arbitration proceeding notwithstanding this provision, RUSHWORKS consents to be joined in the arbitration proceeding if RUSHWORKS' presence is required or requested by the City for complete relief to be recorded in the arbitration proceeding.
9. Proof of Payment to Vendors. Prior to the City making the final payment of 50% of the outstanding amount due to RUSHWORKS in accordance with Section 2b preceding, RUSHWORKS will provide the City with documentation of proof that payments to vendors providing goods and/or services pertaining to this Agreement have been paid in full.
10. Notices. Unless otherwise provided in this Agreement, any notice provided for or permitted to be given must be in writing and delivered in person or by depositing same in the United States mail, postpaid and registered or certified, and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party. Notice deposited in the mail as described above shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited.

For the purpose of notice, the addresses of the parties shall be as follows unless properly changed as provided for herein below:

For the City:

CITY OF KILLEEN  
Attn: Executive Director of Communications  
101 North College Street  
Killeen, TX 76541  
FAX: 254.634.2484

For RUSHWORKS:

RUSHWORKS  
Attn: President  
800 Parker Square, Suite  
200 Flower Mound, Texas  
75028 FAX: 972-899-8140

Each party shall have the right from time to time at any time to change its respective address and each shall have the right to specify a new address, provided that at least fifteen (15) days written notice is given of such new address to the other party.

11. Compliance with Laws. In providing the Scope of Services outlined herein, RUSHWORKS shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.
12. Warranty. The services and systems installed by RUSHWORKS shall be warranted for at least one year from the acceptance of the Services by the City or the length of the respective manufacturers' warranties, whichever is greater.
13. Support. The System includes one (1) year of support under RUSHWORKS Annual System Assurance Plan (ASAP), which includes 24/7 access via the supplied LogMeIn remote communications utility, as well as phone and email support. All software updates and/or version upgrades are also included for a period of one (1) year from the date of installation. After one year of included ASAP coverage, the Plan is optionally renewable yearly, with the Software Subscription and remote and phone Support.
14. Waiver. No waiver by either party to this Agreement of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
15. No Assignment. RUSHWORKS may not sell or assign all or part interest in the Agreement to another party or parties without the prior express written approval of the City Manager of such sale or assignment. The City may require any records or financial statements necessary in its opinion to ensure such sale or assignment will be in the best interest of the City.
16. Headings. The headings used in this Agreement are for general reference only and do not have special significance.
17. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
18. Entire Agreement. This Agreement and the attached Exhibits contain the entire agreement of the parties and supersede any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement may only be amended by written instrument approved and executed by both of the parties. The City and RUSHWORKS accept and agree to these terms.
19. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, and the laws, rules and regulations of the City. The parties further agree that performance and all matters related thereto shall be in Harris County, Texas.
20. Authority. The officers executing this Agreement on behalf of the parties hereby represent that such officers have full authority to execute this Agreement and to bind the party he/she represents.



**IN WITNESS WHEREOF**, the City and RUSHWORKS have executed this Agreement as of the date first above written.

RUSHWORKS

CITY OF KILLEEN

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

## City of Killeen - Capex

SYSTEMS	Qty	Price
<b>LECTERN</b>		
HDMI/VGA to HDBaseT wallplate (Aux Input)	1	961
HDBaseT to HDMI Wallplate (return)	1	247
Lectern microphone	1	859
DANTE microphone base	1	689
24" Touchscreen for presentation drawing	1	553
Mounting arm for lectern touchscreen	1	349
<i>Sub Total By Area</i>		<b>\$3,655</b>
<b>CHAMBER CONTROL ROOM</b>		
Presentation matrix switcher/scaler	1	7,140
HDMI to SDI (Outs to MV - monitoring)	3	168
Power supply for HDMI to SDI	1	61
Wireless presentation receiver	1	1,156
Single display arms for VDESK & A-LIST	2	493
HDMI to SDI scaler for presentation	1	697
1:4 HDMI DA	1	476
1:4 HDMI to HDBaseT DA	1	995
Rack Kit for HDMI DA units	1	112
SDI/HDMI Conv (Doc Cam)	1	417
Audio to SDI embedder (Cam 1)	1	694
Smart panel for Audio to SDI	1	119
Rack Shelf for converter	1	204
Master control software, 15 dev, 1 panel	1	935
Additional control panel license	2	187
iPad Air control tablet with case	1	638
Network control gateway	1	400
Rack kit for control gateway	1	112
24-port managed PoE+ switch (250W)	2	1,360
Wireless access point for control network	1	230
Cisco 2960CPD-8PT-L Municipal Network	1	1,105
16 channel digital mixer (remote controllable)	1	3,315
DANTE input for digital mixer	1	553
4 in/4 out DANTE DSP (PoE+)	2	3,808
Rack Shelf for DSP	1	128
4-inch studio monitors (pair)	1	253
Headphones	1	136
Assistive Listening Transmitter	1	1,590
Assistive Listening Receiver + headphone	4	1,122
Assistive Listening Induction loop	4	204
200W/ch 70V 4 channel amplifier	1	1,955
12x12 SDI Router CleanSwitch	1	2,117
SDI converter for HD to SD downconversion	1	2,805
12-port multiviewer	1	2,083
32" Multiviewer display (Ctrl Rm / Prod Office)	2	1,411
Articulating mount for 32" display	2	326
25' Active HDMI Cable	1	65
SDI to HDMI micro converter (Prod Office)	1	85
1500VA UPS for rack	1	978
Shelves/Blanks/Rack screws/Captive Nuts	1	425
9-outlet power filter with sequenced start	2	425
<i>Sub Total By Area</i>		<b>\$41,478</b>
<b>CHAMBER</b>		
HDBaseT receiver for presentation displays	3	689

75" Commercial display UHD	3	14,408
Articulating mount for 75" display	2	1,013
Tilt mount for 75" display	1	136
Wallplate for Media feeds - managed, 2in/2out	2	1,921
Ceiling mount speaker - pair	4	1,802
<i>Sub Total By Area</i>		<b>\$19,968</b>
<b>DAIS</b>		
HDMI/VGA to HDBaseT wallplate (Aux Inputs)	2	1,921
7" deskmount control panel (Dais L/R)	2	2,975
18" Gooseneck microphone (XLR)	12	3,366
DANTE microphone base	12	8,262
8-port PoE switch for audio (quiet)	3	587
2-channel 8 ohm amplifier, networked	3	2,550
Decora-style 8 ohm speaker (council returns)	12	1,530
<i>Sub Total By Area</i>		<b>\$21,191</b>
<b>PRESENTATION DRAWING - Optional</b>		
Display drawing overaly	1	6,290
USB Extensions for drawing system	3	510
HDBaseT to HDMI Wallplate (Dais Left/Right)	2	493
24" Touchscreen (Dais Left/Right)	2	1,105
<i>Sub Total By Area</i>		<b>\$8,398</b>
<b>VOTING SYSTEM - Optional</b>		
10-seat voting system	1	6,460
MiniPC for Voting system 1 ea. mgmt, display	2	3,383
SDI/HDMI Conv (Voting to MV)	1	168
<i>Sub Total By Area</i>		<b>\$10,011</b>
<b>PROJECT SUBTOTAL</b>		<b>\$104,701</b>
INBOUND / OUTBOUND SHIPPING	1	850.00
PROJECT DESIGN	1	4,500.00
MISC PARTS - CABLES, CONNECTORS	1	5,950.00
CABLING INSTALLATION	1	8,500.00
		<b>\$19,800</b>
<b>SITE COSTS:</b>		
Installation & Training (3 installers)	6	14,400.00
Travel	1	1,500.00
Hotel	6	2,520.00
Per Diem	6	900.00
		<b>\$19,320</b>
<b>TOTAL PROJECT COST</b>		<b>\$143,821</b>