



Turner Construction Company
2001 N. Lamar, Suite 100
Dallas, TX 75202
Phone: (214) 721-8400
Fax: (214) 721-8493

5/1/12

Mr. Bill Burke
Collin County
4600 Community Ave.
McKinney, TX 75071

RE: **Collin County Courthouse Addition**
Owner Project #R0508003.00
Turner Project #1692600

SUBJ: PCO #218 – Owner Directive – AV Rack Relocate in Probate Court.

Dear Mr. Burke:

We have finalized the required quotations for PCO #218 – Owner Directive – AV Rack Relocate in Probate Court.

We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. Attached is a detailed itemization of the extra costs. Total amount of this request is ***Eight Thousand Nine Hundred Sixty Seven dollars (\$8,967)***.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience. This pricing is valid for (5) days, after which, we reserve the right to re-evaluate.

Please review and acknowledge your approval in the space below. Once approval is achieved, we will expect this PCO to be included in a forthcoming Change Order.

Best Regards,

J. Leos

John Leos

Approved by: _____
Collin County

Date

Reviewed by: *[Signature]*
PGAL

5.1.12
Date

cc: Brad Harris & Sara Hoglund- Collin County
Brian Nicodemus- PGAL
Matt Nail & Kevin Karagias- TCCo

PCO 218 – PGAL does not have any knowledge of the Work described in PCO 218 scope. This was not a submitted RFI nor a topic in the recurring project meetings.

Visual Innovations Company, Inc

AV SYSTEMS INTEGRATION TERMS AND CONDITIONS - CONTINUED

Control System Source Code

Visual Innovations Company does not routinely provide our customers with control system source code. "Source Code" is defined as the actual, editable programming language statements, whether contained in a single file, multiple files, include files or library files. Visual Innovations provides the "Object Code" which is the machine interpretable program capable of executing or running the target system.

The Source Code will be provided under the following conditions:

- The customer must agree in writing to purchase the source code prior to any code development by Visual Innovations Company.
- The source code does not contain any software or code that Visual Innovations Company has purchased or licensed that would violate any license agreement Visual Innovations Company has with a third party author or manufacturer.

All AMX and Crestron control system source code developed by Visual Innovations Company is to remain the property of Visual Innovations, unless specified under project contract to be provided to the customer with the final installed AV system. Copies of compiled programs will be provided to the customer on CD along with manuals and system warranty information.

Integrated Systems – Standard Terms and Conditions

Scope of Work for the Project

In this document the term "Owner" shall mean client or awarding party. VI shall execute the project work described in the included proposal and/or quote concerning the Owner's system integration work. The scope work is based upon information provided by the Owner. As the project work progresses, agreement on modifications may be necessary to complete the project. These additions, deletions and/or adjustments in time shall be considered change orders and when mutually agreed upon in writing by both parties, shall become part of the agreement.

The terms and conditions of this agreement, and those terms and conditions contained in any appendices or approved change orders to this agreement, together shall form the entire purchased order or agreement. Request for quotation, acceptance or other purchasing documents which are inconsistent with, different from or in addition to the terms and conditions of this agreement shall be considered void. This agreement shall take precedence over all previous oral discussions or prior understanding between both parties.

This agreement and all Owner purchase documents are subject to acceptance by VI, including if appropriate, approval by VI's credit department. VI reserves the right to cancel this agreement, if the Owner fails to meet credit requirements.

Agreement Sum and Taxes

The Owner shall pay VI in current U.S. funds for the performance of the project work per the agreement sum, which may be adjusted, subject to mutually agreed upon additions and deletions provided within the agreement.

The prices for equipment are subject to taxes, including but not limited to sales, excise or use taxes. The Owner shall pay all sales, use ad valorem, excise and/or other taxes imposed on either party. Owner shall not pay for taxes based upon VI's income. If applicable, the owner shall provide a tax-exempt certificate at the time of acceptance of contract. VI will invoice for all applicable taxes that VI is legally obligated to collect from the Owner.

Time

VI's proposal for installation and services is based upon our normal 8-hour business day / 40-hour business week, Monday through Friday, between the hours 8:00am to 5:00pm, excluding VI holidays, unless otherwise stated within our proposal. VI shall be compensated for installation and services beyond normal business hours or business days, on an overtime rate basis when mutually agreed upon. Should VI be delayed in the progress and performance of the work due to material changes, labor disputes, fire or usual delay in deliveries, construction delays, unavoidable casualties or causes beyond VI's control, the agreed upon time for completion shall be extended by change order. These change orders may also include charges to cover additional costs incurred by VI due to the delay.

Payment Terms

Subject to credit approval, the Owner shall pay VI within ten (10) days of invoice date. All project work requires a minimum deposit of thirty percent (30%) of the overall agreement total to initiate the order. Deposits are due upon receipt of invoice. Project timeline schedules will begin upon receipt of the deposit or initial payment.

Systems Integration work where procurement, installation and completion of the work extend beyond a period of greater than ten (10) days from the date of the order, will be subject to progressive billing or invoicing. In such cases VI will progressively invoice for hardware, equipment and materials received, stored and assigned to the project, along with a percentage of completed labor and services. Progressive billing or invoices are due and payable per VI normal credit terms of Net ten (10) days.

Finance Charge / Costs of Collection

If the Owner fails to pay VI for equipment and/or services when due, VI under this agreement shall be allowed to invoice Owner for monthly finance charges equal to one and one-half percent (1.5%) of any amounts past due, chargeable for each month that the payment is outstanding.

Changes / Returns / Cancellation

Any changes or modifications to the agreed upon scope of work defined in the proposal must be mutually agreed upon in writing. Formal change orders shall document these modifications.

Should Owner cancel a project in whole or in part, prior to completion, the Owner agrees to pay VI for all costs incurred to date and/or to bring the project to a mutually acceptable close. These costs are, but are not limited to: the design and engineering services; Project management; the installation and programming; technical labor; subcontracting expenses; the materials and equipment costs; and all other miscellaneous documented costs. Materials and equipment are also subject to restocking fees.

Customer initials _____

Visual Innovations Company, Inc

	AMEX		



Visual Innovations Company, Inc.
Standard Warranty/Workmanship Guarantee

VISUAL INNOVATIONS COMPANY, INC. (VI) LIMITED WARRANTY

Standard 90 day Manufacturer's Warranty Service

MANUFACTURER'S WARRANTY SERVICE: If any products provided to the initial end-user customer should become defective within 90 days of delivery or installation by VI, VI will act on the behalf the customer to obtain repair or replacement from the manufacturer, provided that product is eligible for manufacturer's warranty coverage. Products covered during the manufacturer's warranty period are the responsibility of the manufacturer. This Manufacturer's Warranty Service is inclusive of the manufacturer's warranty; it does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. During the warranty period, Purchaser will either return the defective product; freight prepaid to the manufacturer, or deliver it to VI at the address listed below. The Product to be repaired is to be returned in either its original carton or a similar package affording an equal degree of protection. VI will return the repaired product freight prepaid to Purchaser, on behalf of the Purchaser, at any time during the 90 day Workmanship Warranty period. In the absence of an Extended Service Agreement, all freight, labor and administrative costs incurred by VI associated with replacement of warranty parts after expiration of the original Workmanship Warranty period are the responsibility of the Purchaser, and will be billable to the Purchaser at VI's prevailing rates at the time of such service.

In the absence of an Extended Service Agreement, VI is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, VI will provide field service and support at the Purchaser's location at VI's prevailing billable rates for such service, subject to availability.

Standard 90 day Warranty against defects in Materials and Workmanship

ITEMS COVERED: VI warrants to the initial end-user customer of the Integrated System/Installation Services will be free from defects in material and workmanship for 90 days from date of substantial completion. Projector lamps or other consumables are not covered under this warranty but may be covered under the manufacturer's warranty.

VI'S PLEDGE TO CORRECT PROBLEMS UNDER WARRANTY: During the 90 day Workmanship Warranty period, at our option, VI will either repair or replace the in-warranty defective unit without charging the customer. When parts or products are exchanged under warranty the item(s) replaced will automatically become VI's property. In order to make repair or exchange under warranty VI may elect to use new parts or those reconditioned to the manufacturer's exacting standards of performance and quality. Once an item has been repaired under warranty it assumes the remaining period of warranty based upon original date of purchase. This warranty covers hardware, materials and workmanship related issues and does not include any necessary labor for maintenance or service.

NOT COVERED UNDER THIS WARRANTY: End-users of these products will not have any claim under this warranty for repair or adjustment expense if:

1. The equipment or materials is maltreated in anyway and the problem has been caused by improper or careless treatment.
2. The problem is caused by fire or other natural calamity
3. The problem is caused by improper repair or adjustment by an unauthorized service provider
4. Problems caused by unauthorized operation or installation
5. Damage caused in shipping
6. The serial number label or other identifying marks (name plates and logos) are removed
7. The proof of purchase is not submitted with the claim
8. Ownership of the product has changed (this warranty is non-transferable)
9. The warranty period has expired

DISCLAIMER OF WARRANTY

EXCEPT FOR THE FOREGOING WARRANTIES, VI HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE.

LIMITATION OF LIABILITY

THE LIABILITY OF VI, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL VI BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

To obtain warranty service instructions, verify the problem and obtain Return Merchandise Authorization (RMA) number, please call Visual Innovations Company, Inc. technical support at 1-866-493-4169

NOTE: Any product returned without an RMA number will be refused upon delivery. For trouble shooting or to enquire about extended service warranties, please call the number listed above or visit our website - www.vicav.com

Visual Innovations Company, Inc.
 8500 Shoal Creek Blvd, Building 1, Austin, Texas 78757 USA

November 3, 2004

Visual Innovations Company Inc.
Corporate Office

8500 Shoal Creek Blvd, Bldg 1
Austin, Texas 78757
Phone (512) 334-1100
Fax (512) 334-1133

Visual Innovations Company, Inc

Audio Visual Proposal

For
Turner/Collin County
Rack move / Probate Court

Quote Date: **04/03/12**

Quotes expire in 30 days.

ATTACHMENT A - EQUIPMENT LISTING

Item	QTY	MFG	Model	VI Part #	Description of products and services proposed	Price	Extended Price
						\$ -	\$ -
						\$ -	\$ -
	1				Labor	\$ 2,846.00	\$ 2,846.00
	1				Travel	\$ 1,630.00	\$ 1,630.00
	1				Project Management	\$ 425.00	\$ 425.00
	1				Testing	\$ 280.00	\$ 280.00
	1				Misc Hardware	\$ 273.42	\$ 273.42
						\$ -	\$ -
Equipment Total (Carried forward to Summary Page)						\$	5,454.42

Customer Initial Approved Equipment
Listing _____

KL enterprises, Inc.

ELECTRICAL CONTRACTORS

April 10, 2012

CHANGE WORK SHEET #72

KL ENTERPRISES, INC.
449 E. KENNEDALE PKWY.
KENNEDEALE, TX. 76060

PROJECT: COLLIN COUNTY COURTHOUSE #1692600 - 104
GENERAL CONTRACTOR: TURNER CONSTRUCTION
ATTENTION: JOHN LEOS

RFC#72

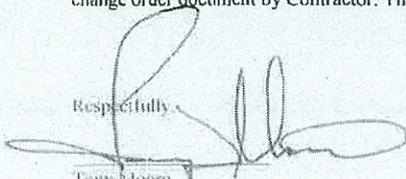
DESCRIPTION:

COST PROPOSAL REFLECTING ADDITIONAL COSTS FOR ADDED SCOPE TO RELOCATE A/V RACK SYSTEMS IN PROBATE COURT.

ORIGINAL CONTRACT PRICE	\$1,534,444.00
NET CHANGE BY PREVIOUSLY AUTHORIZED CHANGE ORDERS	\$210,876.00
CONTRACT TOTAL PRIOR TO CHANGE ORDER	\$1,745,320.00
CONTRACT PRICE TO BE INCREASED /DECREASED BY	\$954.00
NEW CONTRACT TOTAL BY CHANGE ORDER (UPON APPROVAL)	\$1,746,274.00
CONTRACT TIME TO BE INCREASED/DECREASED BY (0) DAYS	

This change order will be authenticated by endorsement of this quote & agreement on net 30 day payment upon completion of work on official change order document by Contractor. The following conditions shall apply: (1) NA

Respectfully,



Tony Moore
KL Enterprises Inc
General Manager

Accepted By:

KL ENTERPRISES, INC.
449 E. KENNEDALE PKWY.
KENNEDEALE, TX 76060

PCO #218

COLLIN COUNTY COURTHOUSE

APRIL 10, 2012

Change for:

**COST BREAKDOWN REFLECTING ADDITIONAL COSTS FOR ADDED SCOPE TO
RELOCATE A/V RACK SYSTEMS IN PROBATE COURT.**

Job No. #1692600 - 104
Change No. 072
Bulletin A/V RACK RELOCATE - PROBATE COURT

Submitted To:
TURNER CONSTRUCTION
2001 N. LAMAR STE 100
DALLAS, TX 75202
Attn: JOHN LEOS

MATERIAL COST				88.22
0.78	\$	46.00	SUPERINTENDANT	36.03
15.66	10% \$	44.65	FORÉMAN	69.94
15.66	20% \$	38.50	JOURNEYMAN	120.61
15.66	70% \$	34.00	APPRENTICE	372.80
Equipment Rental (Core Machine)				<u>266.00</u>
Subtotal				953.60
	Overhead And Profit			
	PP Bond			
Total Add/Deduct				953.60

KL ENTERPRISES, INC.
Tony Moore

General Manager

