

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
DESIGN, PURCHASE AND INSTALLATION OF AN AUDIO SYSTEM
AT DELL DIAMOND WITH
BIG HOUSE SOUND INCORPORATED**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

THAT THIS AGREEMENT for the design, purchase, and installation of an audio visual system at Dell Diamond Stadium, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of October, 2016 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and BIG HOUSE SOUND INCORPORATED, whose offices are located at 4001 Drosset Drive, Austin Texas 78744 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain deliverables and installation services, specifically, a, and City desires to procure same from Vendor; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor; and

WHEREAS, City desires to purchase of certain goods and services from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes Vendor's Audio System Design Proposal dated August 5, 2016 (attached as Exhibit "A").

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Services** mean work performed to meet a demand or effort by Vendor to comply with promised delivery dates, specifications, and technical assistance specified.

2.01 EFFECTIVE DATE, TERM, ALLOWABLE RENEWALS, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate upon the purchase and installation of all goods and services as described in Exhibit "A."

C. Prices shall be firm for the duration of this Agreement. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any

inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions of this Agreement. Any conflicts between terms and conditions of this Agreement and Exhibit "A" shall resolved by giving preference to the terms and conditions set forth on pages one (1) through nine (9) of this Agreement.

4.01 SCOPE OF WORK

Vendor shall satisfactorily provide all goods and complete all services described in Vendor's Proposal, Exhibit "A," attached hereto and incorporated herein. Items excluded from the Scope of Work are set forth on pages thirty-two (32) through thirty-four (34) of Exhibit "A."

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 CONTRACT AMOUNT

In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not-to-exceed **Six Hundred Nineteen Thousand Nine Hundred Ten and 04/100 Dollars (\$619,910.04)** for the goods and services set forth in Exhibit "A" as specified in the "Estimated Payment Schedule" on page twenty-five (25) of Exhibit "A."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by

giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Brian Stillman
Sports Facilities & Operations Manager
City of Round Rock
221 East Main Street
Round Rock, Texas 78664
Phone: (512) 218-6607

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements set forth at insurance requirements as required by the City's Purchasing Department as set forth at: http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties:

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock,

as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Big House Sound Incorporated
4001 Drossett Drive
Austin, Texas 78744

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____


Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Big House Sound Incorporated

By: 
Printed Name: Zachary Richards
Title: Director of Installations
Date Signed: 9/22/2016



BIG HOUSE

SOUND INCORPORATED

Audio System Design Proposal

City of Round Rock

3400 East Palm Valley Blvd
Round Rock, Texas 78665 United States



Presented By: Big House Sound Incorporated

Modified: 8/5/2016
Revision: 2

Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

Dell Diamond Stadium: Press Booth Amplification Rack



- 4 **d&b audiotechnik 30D Amplifier US/CA**
d&b 4 channel amplifier



- 1 Big House Sound 30D d&b programming
Updating and setting d&b modules.



- 1000 **Mohawk Cat6e**
Necessary Data Cable



- 2 **QSC CXD 4.3Q**
4 Channel (Smart) Amplifier



- 4 **QSC CXD 4.5Q**
4 Channel (Smart) Amplifier



- 1000 **Rapco-Horizon MIC2.K**
Necessary Cable

Dell Diamond Stadium: Press Booth Amplification Rack Total:

\$46,249.22

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009













8/5/2016

Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

Dell Diamond Stadium: In Field Listening Area: In Field Listenings Area Main Fills

	1	Big House Sound Scaffolding/ Lift allowance Scaffolding/ Lift allowance
	18	Big House Sound Speaker Removal Removal of existing speaker
	6	d&b audiotechnik Bi6-Subwoofer weather resistant Subwoofer
	1	Big House Sound Large Box (Rigging Hardware) Necessary hardware
	1	d&b audiotechnik Bi-6 SUB Horizontal Bracket Rigging bracket
	3	d&b audiotechnik Vi10P Loudspeaker weather resistant Point source loud speaker
	1	Big House Sound Large Box (Rigging Hardware) Necessary hardware
	1	d&b audiotechnik VP Horizontal bracket Rigging bracket
	12	d&b audiotechnik Vi7P Loudspeaker weather resistant Point source loud speaker
	1	Big House Sound Large Box (Rigging Hardware) Necessary hardware
	1	d&b audiotechnik VP Horizontal bracket Rigging bracket
	4000	WestPenn C210 Necessary Cable

Dell Diamond Stadium: In Field Listening Area: In Field Listenings Area Total:

\$172,141.99

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016





Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

Main Fills

Dell Diamond Stadium: In Field Listening Area: Center Concourse In Field Main Fills

- | | | |
|-----------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------|
|  | 2 | Big House Sound Speaker Removal
Removal of existing speaker |
|  | 2 | d&b audiotechnik Yi7P Loudspeaker weather resistant
Point source loud speaker |
|  | 1 | Big House Sound Large Box (Rigging Hardware)
Necessary hardware |
|  | 1 | d&b audiotechnik YP Horizontal bracket
Rigging bracket |

Dell Diamond Stadium: In Field Listening Area: Center Concourse In Total: \$13,372.00
Field Main Fills

Dell Diamond Stadium: In Field Listening Area: Out-side Bar In Field Main Listening Fills

- | | | |
|-------------------------------------------------------------------------------------|---|---------------------------------------------------------------------------------------------|
|  | 1 | Big House Sound Speaker Removal
Removal of existing speaker |
|  | 1 | d&b audiotechnik Vi7P Loudspeaker weather resistant
Point source loud speaker |
|  | 1 | Big House Sound Large Box (Rigging Hardware)
Necessary hardware |
|  | 1 | d&b audiotechnik VP Horizontal bracket
Rigging bracket |

Dell Diamond Stadium: In Field Listening Area: Out-side Bar In Field Total: \$9,136.00
Main Listening Fills

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE SOUND INCORPORATED

Dell Diamond Stadium: In Field Listening Area: Conference Center In Field Main Fills



- 2 **Big House Sound Speaker Removal**
Removal of existing speaker



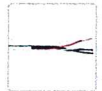
- 2 **d&b audiotechnik Yi7P Loudspeaker weather resistant**
Point source loud speaker



- 1 **Big House Sound Large Box (Rigging Hardware)**
Necessary hardware



- 1 **d&b audiotechnik YP Horizontal bracket**
Rigging bracket



- 1000 **Rapco-Horizon CM-12/2.K**
Necessary Cable

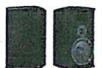
**Dell Diamond Stadium: In Field Listening Area: Conference Center In Total:
Field Main Fills**

\$14,515.00

Dell Diamond Stadium: Main Concourse Listening Area



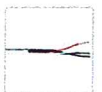
- 34 **Big House Sound Small Speaker Removal**



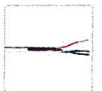
- 34 **COMMUNITY IC6-1062**
near field fidelity for foreground or background music applications and articulate voice projection



- 1 **Big House Sound Small Box (Rigging Hardware)**
Necessary Hardware



- 4000 **Rapco-Horizon CM-14/2.K**
Necessary Cable



- 1000 **Rapco-Horizon CM-16/2.K**
Necessary Cable

Dell Diamond Stadium: Main Concourse Listening Area Total:

\$51,969.00

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE SOUND INCORPORATED

Dell Diamond Stadium: Main Concourse Listening Area: Main Entrance

BIG HOUSE
SOUND INCORPORATED

- 2 **Big House Sound Small Speaker Removal**



- 2 **d&b audiotechnik 10S Loudspeaker weather resistant**
Small high performance multipurpose loudspeaker

- 1 d&b audiotechnik 10S Bracket
Rigging bracket



- 6 **QSC AD-S8T**
8" Two-way surface speaker

BIG HOUSE
SOUND INCORPORATED

- 1 Big House Sound Small Box (Rigging Hardware)
Necessary Hardware



- 1000 **Rapco-Horizon CM-16/2.K**
Necessary Cable

Dell Diamond Stadium: Main Concourse Listening Area: Main Entrance Total: \$11,004.80

Dell Diamond Stadium: Main Concourse Listening Area: 1st Base Entrance

BIG HOUSE
SOUND INCORPORATED

- 6 **Big House Sound Small Speaker Removal**



- 4 **QSC AD-S6T**
6.5" Two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 105 degree conical DMT coverage, include X-Mount and weather input cup, black



- 2 **QSC AD-S8T**
8" Two-way surface speaker

Dell Diamond Stadium: Main Concourse Listening Area: 1st Base Total: \$3,954.00
Entrance

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: 3rd Baseline Concourse



- 20 **QSC AD-S6T**
6.5" Two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 105
degree conical DMT coverage, include X-Mount and weather input cup, black

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: Total: \$10,536.00
3rd Baseline Concourse

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: Home Base Concourse



- 4 **QSC AC-C6T**
In ceiling 6 inch speaker with back can



- 11 **QSC AD-S8T**
8" Two-way surface speaker

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: Total: \$6,462.00
Home Base Concourse

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: 1st Baseline Concourse



- 15 **QSC AD-S6T**
6.5" Two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 105
degree conical DMT coverage, include X-Mount and weather input cup, black

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: Total: \$7,902.00
1st Baseline Concourse

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: 1st Baseline Concourse: Under Restaurant Vender Area



- 6 **QSC AD-S6T**
6.5" Two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 105
degree conical DMT coverage, include X-Mount and weather input cup, black

Dell Diamond Stadium: Main Concourse Listening Area: Concourse: Total: \$3,160.80
1st Baseline Concourse: Under Restaurant Vender Area

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

Dell Diamond Stadium: Left Field Listening Area: New left Field Rack



- 2 **d&b audiotechnik 30D Amplifier US/CA**
d&b 4 channel amplifier

BIG HOUSE
SOUND INCORPORATED

- 1 Big House Sound 30D d&b programming
Updating and setting d&b modules.



- 1 **Middle Atlantic EWR-12-22**
EWR series sectional wall mount rack, solid front door, 22" deep, 12 space

MOHAWK

- 500 **Mohawk Cat6e**
Necessary Data Cable



- 1 **QSC CXD 4.5Q**
4 Channel (Smart) Amplifier



- 1000 **Rapco-Horizon MIC2.K**
Necessary Cable

Dell Diamond Stadium: Left Field Listening Area: New left Field Rack Total: \$20,271.40

Dell Diamond Stadium: Left Field Listening Area: Bar Area



- 18 **QSC AD-S6T**
6.5" Two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 105 degree conical DMT coverage, include X-Mount and weather input cup, black



- 5 **QSC AD-S8T**
8" Two-way surface speaker



- 2000 **Rapco-Horizon CM-14/2.K**
Necessary Cable

Dell Diamond Stadium: Left Field Listening Area: Bar Area Total: \$13,868.40

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

Dell Diamond Stadium: Left Field Listening Area: Home Run Building



- 8 **d&b audiotechnik Yi10P Loudspeaker weather resistant**
Point source loud speaker

BIG HOUSE
SOUND INCORPORATED

- 1 Big House Sound Large Box (Rigging Hardware)
Necessary hardware

d&b
audiotechnik

- 1 d&b audiotechnik YP Horizontal bracket
Rigging bracket



- 18 **QSC AD-S8T**
8" Two-way surface speaker



- 3000 **Rapco-Horizon CM-12/2.K**
Necessary Cable



- 2000 **Rapco-Horizon CM-16/2.K**
Necessary Cable

Dell Diamond Stadium: Left Field Listening Area: Home Run Building Total: \$61,848.40

Dell Diamond Stadium: Left Field Listening Area: LED Display



- 2 **d&b audiotechnik Vi10P Loudspeaker weather resistant**
Point source loud speaker

BIG HOUSE
SOUND INCORPORATED

- 1 Big House Sound Large Box (Rigging Hardware)
Necessary hardware

d&b
audiotechnik

- 1 d&b audiotechnik VP Horizontal bracket
Rigging bracket



- 1000 **Rapco-Horizon CM-12/2.K**
Necessary Cable

Dell Diamond Stadium: Left Field Listening Area: LED Display Total: \$17,690.00

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

**Dell Diamond Stadium: Right Field Listening Area: Conference Center V
Fill location**



- 1 **d&b audiotechnik Y17P Loudspeaker weather resistant**
Point source loud speaker

BIG HOUSE
SOUND INCORPORATED

- 1 Big House Sound Large Box (Rigging Hardware)
Necessary hardware

d&b
audiotechnik

- 1 d&b audiotechnik YP Horizontal bracket
Rigging bracket

Dell Diamond Stadium: Right Field Listening Area: Conference Center Total: \$6,086.00
V Fill location

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

SOUND INCORPORATED

Dell Diamond Stadium: Right Field Listening Area: Fire Ball Pit

	1	Big House Sound System Programming Programming Full System
	1	D-LINK DGS-1210-10P 8 port gigabit w/ 2 SFP ports
	1	Furman Sound F1000-UPS 1000VA simulated sine wave battery backup protect your data
	1	Middle Atlantic EWR-12-22 12 rack space, wall mounted rack.
	500	Mohawk Cat6e Necessary Data Cable
	6	QSC AD-S282HT-BK Dual 8" high-power two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 90 x 60 rotatable, include yoke mount, available in black or white
	1	Big House Sound Small Box (Rigging Hardware) Necessary Hardware
	2	QSC AD-S28TW-BK Dual 8" bandpass subwoofer
	1	Big House Sound Small Box (Rigging Hardware) Necessary Hardware
	1	QSC CXD 4.5Q 4 Channel (Smart) Amplifier
	1	QSC TSC-3 Networked touch screen controller, available in white and black
	1000	Rapco-Horizon CM-16/2.K Necessary Cable

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

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- 1 **Shure SM58-CN**
Cardioid Dynamic Microphone, 25' XLR to XLR Cable, Mic clip, Zippered pouch



- 1 **Whirlwind MIP-3**
Audio Input Wall Plate

Dell Diamond Stadium: Right Field Listening Area: Fire Ball Pit Total: \$20,000.53

Dell Diamond Stadium: Right Field Listening Area: Right Field Pole



- 3 **d&b audiotechnik Vi10P Loudspeaker weather resistant**
Point source loud speaker



- 1 **Big House Sound Large Box (Rigging Hardware)**
Necessary hardware



- 1 **d&b audiotechnik VP Horizontal bracket**
Rigging bracket

Dell Diamond Stadium: Right Field Listening Area: Right Field Pole Total: \$24,708.00

Dell Diamond Stadium: Right Field Listening Area: Ground Keepers Building



- 9 **QSC AD-S6T**
6.5" Two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 105 degree conical DMT coverage, include X-Mount and weather input cup, black



- 2 **QSC AP-5122-BK**
12" High-power two-way surface speaker



- 2000 **Rapco-Horizon CM-14/2.K**
Necessary Cable

Dell Diamond Stadium: Right Field Listening Area: Ground Keepers Total: \$9,520.81
Building

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

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Dell Diamond Stadium: Right Field Listening Area: Right Field Entrance



- 6 **QSC AD-S6T**
6.5" Two-way surface speaker, 70/100V transformer with 8 Ohm bypass, 105 degree conical DMT coverage, include X-Mount and weather input cup, black



- 500 **Rapco-Horizon CM-16/2.K**
Necessary Cable

Dell Diamond Stadium: Right Field Listening Area: Right Field Entrance Total: **\$3,499.80**

Dell Diamond Stadium: Conference & Patio Listening Area



- 1 **d&b audiotechnik 30D Amplifier US/CA**
d&b 4 channel amplifier

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- 1 Big House Sound 30D d&b programming
Updating and setting d&b modules.



- 500 **Rapco-Horizon MIC2.K**
Necessary Cable

Dell Diamond Stadium: Conference & Patio Listening Area Total: **\$7,824.50**

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009










8/5/2016

Exhibit "A"

BIG HOUSE

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Dell Diamond DSP: Press Booth Rack

	2	D-LINK DGS-3120-24PC-EI 24 port gigabit w/ 4 SFP ports
	1	Furman Sound F1000-UPS 1000VA simulated sine wave battery backup protect your data
	1000	Mohawk Cat6e Necessary Data Cable
	4	QSC CAES4 4 Channel EURO AES card
	4	QSC CIML4 HP 4channel MIC/LINE card Necessary 4 Ch. Mic/ Line card
	8	QSC COL4 - 4 Channel analog output card Necessary 4 Ch. analog out put
	2	QSC CORE 500I System processor and control engine - 128 flex network channel capacity
	1	Big House Sound System Programming Programming System
	1	QSC TSC 7W Wall Controller

Dell Diamond DSP: Press Booth Rack Total: **\$38,218.97**

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

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Dell Diamond DSP: Left Field New Rack Location



- 2 **D-LINK DGS-1210-10P**
8 port gigabit w/ 2 SFP ports



- 1 **Furman Sound F1000-UPS**
1000VA simulated sine wave battery backup protect your data



- 1000 **Mohawk Cat6e**
Necessary Data Cable



- 1 **QSC CAES4**
4 Channel EURO AES card



- 1 **QSC CIML4**
Four channel of microphone/line-level analog audio input card with 48V phantom power



- 1 **QSC COL4 - 4 Channel analog output card**
Necessary 4 Ch. analog out put



- 1 **QSC I/O FRAME**
System audio input and output device for core series processor



- 1 **Big House Sound System Programming**
Programming Full System

Dell Diamond DSP: Left Field New Rack Location Total:

\$8,060.64

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

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Dell Diamond DSP: Heritage Center Building Rack



- 2 **D-LINK DGS-1210-10P**
8 port gigabit w/ 2 SFP ports



- 1 **Furman Sound F1000-UPS**
1000VA simulated sine wave battery backup protect your data



- 1000 **Mohawk Cat6e**
Necessary Data Cable



- 1 **QSC CAES4**
4 Channel EURO AES card



- 1 **QSC CIML4**
Four channel of microphone/line-level analog audio input card with 48V phantom power



- 1 **QSC COL4 - 4 Channel analog output card**
Necessary 4 Ch. analog out put



- 1 **QSC I/O FRAME**
System audio input and output device for core series processor



- 1 **Big House Sound System Programming**
Programming Full System

Dell Diamond DSP: Heritage Center Building Rack Total:

\$8,060.64

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

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Additional Services

	1	Big House Sound Hardware + Rigging Hardware + Rigging
	1	Big House Sound Lift allowance Scaffolding/ Lift allowance
	1	Big House Sound System Commissioning & Training -Big House Sound Incorporated will deliver and test audio system on site with client. -Big house Sound Incorporated will show full operation of d&b audiotechnik speaker and amplifier system, as well as set proper pre sets for different configurations.
	1	d&b audiotechnik Set up cost weather resistant d&b audiotechnik speaker weather proof fee

Additional Services Total: \$29,849.14

* Price Includes Accessories

Presented By: Big House Sound Incorporated

Project Name: Audio System Design Proposal

Project No.: CRR-0009

8/5/2016

Exhibit "A"

BIG HOUSE

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Project Summary

Grand Total: \$619,910.04

Client:

Date

 Contractor: Big House Sound Incorporated

9/22/2016
Date

Buy Board Contract #497-15 Expires on 10/31/2018

* Price Includes Accessories

Presented By: Big House Sound Incorporated

8/5/2016

Project Name: Audio System Design Proposal

Project No.: CRR-0009

Exhibit "A"



BIG HOUSE SOUND INCORPORATED

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Austin, TX 78744
T 512-443-0019
F 512-443-0916

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Project Agreement Terms and Conditions

AGREEMENT made as of the _____ day of _____ in the
year _____ **BETWEEN:**

Contractor:

Big House Sound Incorporated
4001 Drossett Dr.
Austin, TX 78744 United States
(512) 443-0019

Client:

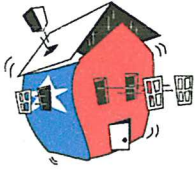
**City of Round Rock / Round Rock
Baseball Club L.P. at Dell Diamond**
3400 East Palm Valley Blvd.
Round Rock, TX 78665 United States

Buy Board Contract #497-15

Contract Expiration Date: 10/31/2018

Scope of Work / Changes / Additions

1. The specific work to be performed by Big House Sound, Inc. is the procurement / construction / supply / installation of the specified items and systems as outlined in the preceding proposal and associated design drawings. Any changes to the preceding proposal require a written change-order signed by Big House Sound, Inc. and the client.
2. All areas of work that require custom installation, calibration, programming, etc. will be done so by methods found to be best practices. Any modifications requested based on client preference or opinion will be considered a change. If the scope of work exceeds the time estimated to complete due to unforeseen circumstances such as construction changes by owner or an Act of God, the client acknowledges that additional charges will be incurred at the rates outlined, in the Services & Rates section of the contract, for all additional service time related to those circumstances. All deviations will be proposed and approved by owner prior to starting new work.
3. Any client-requested changes or additions to this document resulting in additions of equipment, materials, or services will be presented in the form of a change-order. Big House Sound, Inc. will execute no change-orders until both written approval and payment arrangements have been confirmed from the client.
4. Big House Sound, Inc. commits to our manufacturers to take delivery of items when ordering equipment. Sometimes equipment deliveries are delayed by manufacturer lead-times. All equipment with estimated lead times exceeding 60 days shall be ordered immediately following the receipt of a Purchase Order from The City of Round Rock. However, Big House Sound, Inc. is in no way



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responsible for manufacturer delays that increase lead times based on manufacturer's estimates. In cases where product has been ordered, received, and the client then decides to change equipment or decline the purchase, a restocking fee based on applicable manufacturer's fees and accrued additional labor will be incurred by the client and is due and payable immediately upon purchase declination. There are no returns allowed on custom fabricated products. Big House Sound, Inc. will request from client a meeting to review any possible changes in technology 90 days prior to "Finish" phase for projects longer than a 6 month construction period. If hardware is changed to newer technology any difference in price will be presented as a Change Order for client approval.

5. In cases of recent equipment obsolescence, discontinuation or unavailability within a reasonable time, Big House Sound, Inc. will not be held liable in any way, and further reserves the right to replace any such proposed equipment models with comparable model(s) of equal or superior performance.
6. The contract documents consist of this agreement, including all general provisions, special provisions, specifications, drawings, addenda, change orders, written interpretations, and written orders for minor changes in work. Work not covered by contract documents will not be required unless it is required by reasonable inference as being necessary to produce the intended result. The costs associated with any related work or materials, including, but not limited to electrical, drywall, painting, and cabinets are not included unless specifically documented in the proposal. Contractor is not responsible for any underground trenching or laying or supplying of conduit for outside wiring.
7. The installation of the suspended loudspeakers throughout the facility will require the use of a boom lift. To reach the necessary locations, the boom lift will need to have access to the perimeter of the field ("warning track" surrounding the grass field). 3/4" plywood will be deployed beneath the lift at all times while on the "warning track". The weight of the lift is approximately 38,000 Lbs and this weight has been approved for use on the "warning track" by Dell Diamond Operations. The lift will not be driven on the grass under any circumstances. Big House Sound, Inc. shall not be liable for any damage or repairs to the "warning track" resulting from the proper use of the lift as outlined above.
8. Per site meetings and design discussions, a document has been prepared that outlines the items excluded from Big House Sound's scope of work as well as



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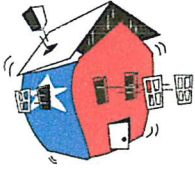
items that must be provided by the Client for the successful completion of the project. These items were reviewed and unanimously agreed upon during a meeting with City of Round Rock and Dell Diamond representatives on August 24th, 2016. This document is titled "Project Exclusions and Client Provided Items" and is considered to be part of this agreement. The document is attached to this agreement as "EXHIBIT C."

Services & Rates

9. Any services performed by Big House Sound, Inc. beyond those provided within this agreement (if any) will be addressed via a Change Order.
10. Big House Sound, Inc. shall provide "As Built" documentation for this project along with a complete manual set for all new equipment. All "As Built" documentation shall be provided in electronic form (via downloadable link or portable storage drive). In addition, two sets of printed "As Built" drawings will be provided along with all printed materials provided by the manufacturer. Manuals shall be organized and indexed accordingly.

Warranties / Insurance / Freight

11. All warranty periods for equipment sold by Big House Sound, Inc. are defined and provided by each respective manufacturer and begin on the date of substantial completion.
12. Manufacturer Warranties do not cover the cost of services or freight related to the removal and reinstallation of equipment that fails or has failed while "in warranty."
13. Big House Sound, Inc. shall provide a standard 12 Month Warranty from date of final completion for our installation workmanship. This warranty covers the functionality of the physical installation and the methods employed to install the equipment, cabling and hardware for this project. This warranty, however, does not extend to the equipment itself, or to equipment software / firmware that operates within a system. Those aspects are warranted by the respective manufacture's and/or authors of the intellectual property. Big House Sound, Inc.'s 12 month warranty includes services related to the diagnosis, removal and reinstallation of equipment that is covered by a manufacturer's warranty, if the terms of the warranty are met. Additional shipping fees may apply depending on the terms of the manufacture's warranty.



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14. In addition to the standard 12 month warranty outlined above, Big House Sound, Inc. shall include an additional 12 months (24 months total) of services related to any equipment covered by original manufacture's warranty (this includes most of the new equipment being installed). This extended warranty includes services related to the diagnosis, removal and reinstallation of equipment that is covered by a manufacturer's warranty, if the terms of the manufacture's warranty are met. Additional shipping fees may apply depending on the terms of the manufacture's warranty.
15. Included in this agreement, Big House Sound, Inc. shall provide two "system check" service visits annually for a period of two years (4 service visits in total) to insure that the system is functioning properly. System check service visits shall be scheduled directly with Dell Diamond Operations and one shall be tentatively set for the beginning of each baseball season with the 2nd annual visit to be determined by Dell Diamond operations as needed. Big House Sound shall make every effort to resolve any minor issues during these visits and warranty items, if applicable, will be resolved. The system check visits, however, shall not exceed one full day on-site (8 hours) per visit.
16. There is no equipment warranty provided by or through Big House Sound, Inc. for any owner furnished equipment- (O.F.E.) installed by Big House Sound, Inc.
17. Big House Sound, Inc. maintains insurance as required to protect from claims under Worker's Compensation. Proof of liability insurance has been attached to this contract as "EXHIBIT B." Upon execution of the contract, The City of Round Rock / Round Rock Baseball Club L.P. shall be named on Big House Sound, Inc.'s liability policy. If additional insurance is required, the Client shall be responsible for any additional fees associated with the increased coverage.
18. Functional Sign-Off / Substantial Completion is defined as the delivery and installation of all physical products within this agreement and includes each device performing it's primary function without special programming, short of manufacturer warranty items, minor bugs, cosmetic issues, or other "punch list" categorized items.
19. Standard freight charges associated with this project are included in the agreement. If expedited freight is required for any equipment due to schedule changes or, if by client request, additional fees may apply. All expedited freight charges shall be approved by client in writing prior to shipment.



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20. Client gives permission to Big House Sound, Inc. to photograph our work and all applicable rights associated.

Project Schedule

21. Successful completion of the audio system installation at Dell Diamond assumes a start date of October 14th, 2016. Completion of the system will be no later than February 10th, 2017. This completion schedule requires that Big House Sound have complete access to the facility for the duration of the project including extended hours and weekends (if needed). Moreover, the audio system will not be functional during this period and will not be available for use by the client (an exception has been made for the use of the audio system for a single game in mid-November, 2016 – date to be determined). Any delays made to the start date may delay the completion date. Moreover any restrictions to access during the project may also delay the completion date.
22. Big House Sound, Inc. shall coordinate and communicate with the Client on a weekly basis regarding the schedule of work and overall project progress. To the extent possible, while maintaining the target completion date, Big House Sound, Inc. will work to be flexible to accommodate Client scheduled events and uses of the facility during the project.

Payments

23. No work will be done under this contract until Big House Sound, Inc. has received a fully signed copy of the contract from the client, and Purchase Order has been received from the City of Round Rock. Upon receipt of these two documents, payments must commence in accordance with the payment schedule outlined below.
24. Invoices for progress payments shall be issued monthly and shall be based on equipment received and services completed to date. Big House Sound, Inc. shall provide itemized documentation showing all equipment that has been received and/or installed. In some instances, equipment that has been received, but not yet installed at Dell Diamond may be invoiced on a progress payment (i.e. All QSC QSYS Core equipment will ship to BHS offices where technicians will program and test it before installation). BHS shall provide proof of receipt for any of these items upon request. Upon receipt of a progress payment invoice, all equipment associated with this invoice shall become the sole property of the client. All progress payments shall be due NET 10 upon receipt.

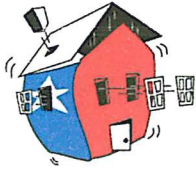


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25. An estimated progress payment schedule is attached to this agreement (SEE EXHIBIT "A"). This payment schedule is based on the anticipated project schedule and manufacture's equipment lead times. However, actual progress payment invoices will be generated using only equipment that is received and/or installed. As a result, the actual progress payment amounts may vary from the estimated payment schedule attached. The estimated payment schedule has been prepared to be as accurate as possible based on the project scope and current timeline, however, variations in the progress payment amounts will depend on actual equipment received and installed.
26. The efficient execution of services by Big House Sound, Inc. is dependent upon timely payments by the client. Delays in all services will occur if the payment schedule is not fully observed. If any payment is not made in a timely fashion, Big House Sound, Inc. may suspend work for the client until all payments, which are due, have been made.
27. All payments are due within 10 business days upon the client's receipt of an invoice or other written request for payment.
28. Final payment shall be due within 10 business days upon completion of the final "client approved" punch list. Big House Sound, Inc. will require client to review and approve "Final Punch List" 15 days prior to estimated completion date. Client will make every effort to be available for site-visits and walk-throughs so that the final list can be approved. Any unchallenged final punch list items will be considered approved by the client 10 days after submittal.
29. All right, title and interests in all equipment provided by Big House Sound, Inc. shall remain with Big House Sound, Inc. (regardless of location) until receipt of progress payment associated with this equipment (and installation services) has been received. Final payment for the project as defined in the payment schedule shall constitute 100% ownership of all equipment by The City of Round Rock. Big House Sound, Inc. reserves the right to pursue all remedies allowed by law (up to and including mechanic's liens on the property) to secure possession of any equipment that is not completely purchased in accordance with the payment schedule and associated progress payment invoices.
30. In the event of any dispute between Big House Sound, Inc. and the client, the parties will make a good-faith effort to resolve their differences amicably before resorting to legal proceedings.



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31. If collection or enforcement of this agreement is necessary, the defaulting party is liable for all costs incurred in connection therewith, including, but not limited to, attorney's fees.

32. Big House Sound, Inc. will hold the client harmless with respect to any financial claims of subcontractors and suppliers.

Estimated Payment Schedule

Estimated Due Date	Estimated Progress Payment Description	Estimated Amount
October 2016	Wiring & new speaker mount installation	\$37,305.66
November 2016	New speaker and rack installation and DSP programming	\$146,329.18
December 2016	New speaker installation (continued) and amplifier installation	\$197,143.40
January 2017	New speaker installation (continued) and system testing and optimization	\$177,523.49
February 2017	Final system testing and training	\$61,608.31

NOTE: For itemized detail of estimated progress payments see "EXHIBIT A"

Acceptance

The Client has read and agrees to all conditions as stated above and has so specified by signing herewith and initialing each page / section where indicated. This written agreement supersedes all prior written or unwritten agreements and negotiations. There are no other agreements either written or oral pertaining to this project.

Accepted by: _____ Date: _____

Printed Name: _____

Title: _____

Buy Board Contract #497-15 Expires on 10/31/2018

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Exhibit "A"

City of Round Rock / Dell Diamond
3400 East Palm Valley Blvd.
Round Rock, TX 78655
Estimated Payment Schedule

Exhibit A

Manufacturer	Model	Quantity	Installed Price	Unit Price	Orig. Quantity	Orig. Invoice	Rev. Quantity	Rev. Invoice	Dec. Quantity	Dec. Invoice	Jan. Quantity	Jan. Invoice	Feb. Quantity	Feb. Invoice
Big House Sound		1832	\$ 111,250.28	\$ 60.75		\$ 5,640.60		\$ 7,479.73		\$ 11,909.17		\$ 23,654.49		\$ 61,166.27
	300 d&b programming	Total 0	7 \$ 1,400.00	\$ 200.00		\$ -		\$ -		\$ -		\$ -		7 \$ 1,400.00
	Existing Cable	Remaining 0			1663 \$ -	\$ -		\$ -		\$ -		\$ -		\$ -
	Hardware + Rigging	Total 0	1 \$ 9,500.08	\$ 9,500.08		\$ -		\$ -	0.5 \$ 4,750.04			\$ -	0.5 \$ 4,750.04	
	Remaining	0									20 \$ 13,320.00		20 \$ 13,320.00	
	Large Box (Rigging Hardware)	Total 0	40 \$ 26,640.00	\$ 666.00		\$ -		\$ -		\$ -		\$ -		\$ -
	Remaining	0												
	Lift allowance	Total 0	1 \$ 15,228.98	\$ 15,228.98		\$ -		\$ -		\$ -	0.5 \$ 7,614.49		0.5 \$ 7,614.49	
	Remaining	0												
	Scaffolding/ Lift allowance	Total 0	1 \$ 5,000.00	\$ 5,000.00		\$ -		\$ -		\$ -		\$ -		\$ -
	Remaining	0												
	Small Box (Rigging Hardware)	Total 0	48 \$ 5,040.00	\$ 105.00	24 \$ 2,520.00		24 \$ 2,520.00			\$ -		\$ -		\$ -
	Remaining	0												
	Small Speaker Removal	Total 0	42 \$ 6,241.20	\$ 148.60	21 \$ 3,120.60		21 \$ 3,120.60			\$ -		\$ -		\$ -
	Remaining	0												
	Speaker Removal	Total 0	23 \$ 14,100.00	\$ 613.04		\$ -	3 \$ 1,839.13		3 \$ 1,839.13			\$ -	17 \$ 10,421.74	
	Remaining	0												
	System Commissioning & Training	Total 0	1 \$ 4,500.00	\$ 4,500.00		\$ -		\$ -		\$ -		\$ -	1 \$ 4,500.00	
	Remaining	0												
	System Programming	Total 0	5 \$ 23,600.00	\$ 4,720.00		\$ -		\$ -	1 \$ 4,720.00		1 \$ 4,720.00		3 \$ 14,160.00	
	Remaining	0												
COMMUNITY		Total 0	34 \$ 38,352.00	\$ 1,128.00		\$ -		\$ 38,352.00		\$ -		\$ -		\$ -
	Remaining	0												
ICG-1062		Total 0	34 \$ 38,352.00	\$ 1,128.00		\$ -	34 \$ 38,352.00			\$ -		\$ -		\$ -
	Remaining	0												
D-LINK		Total 0	7 \$ 5,332.50	\$ 761.79		\$ -		\$ 5,332.50		\$ -		\$ -		\$ -
	Remaining	0												
DGS-1210-10P		Total 0	5 \$ 1,417.50	\$ 283.50		\$ -	5 \$ 1,417.50			\$ -		\$ -		\$ -
	Remaining	0												
DGS-3120-24PCEI		Total 0	2 \$ 3,915.00	\$ 1,957.50		\$ -	2 \$ 3,915.00			\$ -		\$ -		\$ -
	Remaining	0												
dBb audiotechnik		Total 0	92 \$ 310,650.08	\$ 3,376.63		\$ -		\$ -		\$ 160,185.08		\$ 150,465.00		\$ -
	Remaining	0												
105 Bracket		Total 0	2 \$ 410.00	\$ 205.00		\$ -		\$ -	2 \$ 410.00			\$ -		\$ -
	Remaining	0												
105 Loudspeaker weather resistant		Total 0	2 \$ 5,970.00	\$ 2,985.00		\$ -		\$ -	2 \$ 5,970.00			\$ -		\$ -
	Remaining	0												
300 Amplifier US/CA		Total 0	7 \$ 51,030.00	\$ 7,290.00		\$ -		\$ -	7 \$ 51,030.00			\$ -		\$ -
	Remaining	0												

Exhibit "A"

City of Round Rock / Dell Diamond
3400 East Palm Valley Blvd.
Round Rock, TX 78655
Estimated Payment Schedule

Exhibit A

Manufacturer	Model	Quantity	Installed Price	Unit Price	Oct Quantity	Oct Invoice	Nov Quantity	Nov Invoice	Dec Quantity	Dec Invoice	Jan Quantity	Jan Invoice	Feb Quantity	Feb Invoice
Furnham Sound	Bi-6 SUB Horizontal Bracket	Total 6 \$	1,860.00	\$ 310.00					6 \$	1,860.00				
		Remaining 0												
	Big-Subwoofer weather resistant	Total 6 \$	21,330.00	\$ 3,555.00					6 \$	21,330.00				
		Remaining 0												
	Set up cost weather resistant	Total 1 \$	620.08	\$ 620.08					1 \$	620.08				
		Remaining 0												
	V110P Loudspeaker weather resistant	Total 8 \$	57,320.00	\$ 7,165.00							8 \$	57,320.00		
		Remaining 0												
	V17P Loudspeaker weather resistant	Total 13 \$	93,145.00	\$ 7,165.00							13 \$	93,145.00		
		Remaining 0												
Middle Atlantic	VP Horizontal bracket	Total 21 \$	8,505.00	\$ 405.00					21 \$	8,505.00				
		Remaining 0												
	V110P Loudspeaker weather resistant	Total 11 \$	56,815.00	\$ 5,165.00					11 \$	56,815.00				
		Remaining 0												
	V17P Loudspeaker weather resistant	Total 2 \$	10,330.00	\$ 5,165.00					2 \$	10,330.00				
		Remaining 0												
	VP Horizontal bracket	Total 13 \$	3,315.00	\$ 255.00					13 \$	3,315.00				
		Remaining 0												
		Total 4 \$	2,421.60	\$ 605.40										
		Remaining 0												
Furnham Sound	F1000-UPS	Total 4 \$	2,421.60	\$ 605.40										
		Remaining 0												
		Total 4 \$	2,421.60	\$ 605.40										
		Remaining 0												
		Total 4 \$	2,421.60	\$ 605.40										
		Remaining 0												
		Total 4 \$	2,421.60	\$ 605.40										
		Remaining 0												
		Total 4 \$	2,421.60	\$ 605.40										
		Remaining 0												
Mohawk	EWK-12-22	Total 4 \$	1,738.80	\$ 434.70										
		Remaining 0												
		Total 2 \$	1,738.80	\$ 869.40										
		Remaining 0												
	WRK-44-32	Total 2 \$	-	\$ -										
		Remaining 0												
		Total 5000 \$	6,651.71	\$ 1.33										
		Remaining 0												
		Total 5000 \$	6,651.71	\$ 1.33										
		Remaining 0												
QSC	Ce16a	Total 170 \$	118,475.58	\$ 696.92										
		Remaining 0												
		Total 4 \$	931.20	\$ 232.80										
		Remaining 0												
	AD-5282HT-BK	Total 6 \$	7,012.80	\$ 1,168.80										
		Remaining 0												
	AD-5281TW-BK	Total 2 \$	1,886.40	\$ 943.20										
		Remaining 0												
		Total 78 \$	41,090.40	\$ 526.80										
		Remaining 0												

Exhibit "A"

City of Round Rock / Dell Diamond
3400 East Palm Valley Blvd.
Round Rock, TX 78655
Estimated Payment Schedule

Exhibit A

Manufacturer	Model	Quantity	Installed Price	Unit Price	Oct Quantity	Oct Invoice	Nov Quantity	Nov Invoice	Dec Quantity	Dec Invoice	Jan Quantity	Jan Invoice	Feb Quantity	Feb Invoice
AD-S8T	AD-S8T	42	\$ 21,117.60	\$ 502.80	15	\$ 7,542.00	20	\$ 10,056.00	7	\$ 3,519.60		\$ -		\$ -
AP-5122-BK	AP-5122-BK	2	\$ 2,757.60	\$ 1,378.80		\$ -	2	\$ 2,757.60		\$ -		\$ -		\$ -
CAES4	CAES4	6	\$ 2,377.80	\$ 396.30		\$ -	6	\$ 2,377.80		\$ -		\$ -		\$ -
CIM14	CIM14	2	\$ 552.60	\$ 276.30		\$ -	2	\$ 552.60		\$ -		\$ -		\$ -
CIM14 HP Achannel MIC/LINE card	CIM14 HP Achannel MIC/LINE card	4	\$ 2,637.60	\$ 659.40		\$ -	4	\$ 2,637.60		\$ -		\$ -		\$ -
COL4 - 4 Channel analog output card	COL4 - 4 Channel analog output card	10	\$ 2,898.00	\$ 289.80		\$ -	10	\$ 2,898.00		\$ -		\$ -		\$ -
CORE 5001	CORE 5001	2	\$ 9,507.60	\$ 4,753.80		\$ -	2	\$ 9,507.60		\$ -		\$ -		\$ -
CXD 4.3Q	CXD 4.3Q	2	\$ 3,270.00	\$ 1,635.00		\$ -	2	\$ 3,270.00		\$ -		\$ -		\$ -
CXD 4.5Q	CXD 4.5Q	6	\$ 16,560.00	\$ 2,760.00		\$ -	6	\$ 16,560.00		\$ -		\$ -		\$ -
I/O FRAME	I/O FRAME	2	\$ 3,709.68	\$ 1,854.84		\$ -	2	\$ 3,709.68		\$ -		\$ -		\$ -
TSC 7W	TSC 7W	1	\$ 1,303.80	\$ 1,303.80		\$ -	1	\$ 1,303.80		\$ -		\$ -		\$ -
TSC-3	TSC-3	1	\$ 862.50	\$ 862.50		\$ -	1	\$ 862.50		\$ -		\$ -		\$ -
Rapco-Horizon	Rapco-Horizon	21000	\$ 18,579.48	\$ 0.90		\$ 10,261.21		\$ 6,574.31		\$ 2,343.96		\$ -		\$ -
CM-12/2.K	CM-12/2.K	5000	\$ 5,115.00	\$ 1.02	2500	\$ 2,557.50	2500	\$ 2,557.50		\$ -		\$ -		\$ -
CM-14/2.K	CM-14/2.K	8000	\$ 7,938.01	\$ 0.99	4000	\$ 3,969.01	2000	\$ 1,984.50	2000	\$ 1,984.50		\$ -		\$ -
CM-16/2.K	CM-16/2.K	5500	\$ 3,954.00	\$ 0.72	3000	\$ 2,156.73	2000	\$ 1,437.82	500	\$ 359.45		\$ -		\$ -
MIC2.K	MIC2.K	2500	\$ 1,972.47	\$ 0.79	2000	\$ 1,577.98	500	\$ 394.49		\$ -		\$ -		\$ -
Shure	Shure	1	\$ 179.40	\$ 179.40		\$ -		\$ -		\$ -		\$ -		\$ 179.40
SMS8-CN	SMS8-CN	1	\$ 179.40	\$ 179.40		\$ -		\$ -		\$ -		\$ -		\$ 179.40
Western	Western	4000	\$ 5,615.99	\$ 1.40		\$ -		\$ 2,809.00		\$ 1,404.00		\$ 1,404.00		\$ -

Exhibit "A"

City of Round Rock / Dell Diamond
 3400 East Palm Valley Blvd.
 Round Rock, TX 78655
Estimated Payment Schedule

Exhibit A

Manufacturer	Model	Quantity	Installed Price	Unit Price	Oct. Quantity	Oct. Invoice	Nov. Quantity	Nov Invoice	Dec. Quantity	Dec. Invoice	Jan. Quantity	Jan. Invoice	Feb. Quantity	Feb. Invoice	
CZ10		Remaining	0												
		Total	4000	\$ 5,615.99	\$ 1.40			2000	\$ 2,808.00	1000	\$ 1,404.00	1000	\$ 1,404.00		\$ -
		Remaining	0												
Whitby Ind		Total	1	\$ 262.64	\$ 262.64			\$ -		\$ -		\$ -		\$ 262.64	
		Remaining	0												
		Total	1	\$ 262.64	\$ 262.64			\$ -		\$ -		\$ -		\$ 262.64	
MIP-3		Remaining	0												
		Total	1	\$ 262.64	\$ 262.64			\$ -		\$ -		\$ -		\$ 262.64	
Grand Total			32245	\$ 619,910.04		\$ 37,305.66		\$ 146,329.18		\$ 197,143.40		\$ 177,523.49		\$ 61,608.31	

October Invoice Total:	\$	37,305.66
November Invoice Total:	\$	146,329.18
December Invoice Total:	\$	197,143.40
January Invoice Total:	\$	177,523.49
February Invoice Total:	\$	61,608.31

Grand Total:	\$	619,910.04
Paid Total:	\$	619,910.04
Remaining Total:	\$	-

**EXHIBIT B****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Watkins Insurance Group-Austin 3834 Spicewood Springs Rd, St Austin TX 78759		CONTACT NAME: Tiffany Arvie PHONE (A/C No. Ext): 512-452-8877 E-MAIL ADDRESS: tarvie@watkinsinsurancegroup.com FAX (A/C No.): 512-452-0999	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	
		INSURER B: CSU Producer Resources	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED

BIGHO-1

Big House Sound, Inc.
R & R Associates, Ltd and
Sound Buildings, Inc.
4001 Drosset Drive
Austin TX 78744

COVERAGES**CERTIFICATE NUMBER:** 1111757567**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			EPP 0198318	6/16/2016	6/16/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000																				
MED EXP (Any one person)	\$10,000																				
PERSONAL & ADV INJURY	\$1,000,000																				
GENERAL AGGREGATE	\$2,000,000																				
PRODUCTS - COMP/OP AGG	\$2,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EPP 0198318	6/16/2016	6/16/2017	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP 0198318	6/16/2016	6/16/2017	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$4,000,000	AGGREGATE	\$4,000,000		\$								
EACH OCCURRENCE	\$4,000,000																				
AGGREGATE	\$4,000,000																				
	\$																				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
WC STATUTORY LIMITS	OTH-ER																				
E.L. EACH ACCIDENT	\$																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$																				
A B	Property Excess Liability			EPP 0198318 CSU0075332	6/16/2016 6/16/2016	6/16/2017 6/16/2017	<table border="1"><tr><td>Scheduled Equipment</td><td>\$812,776.56</td></tr><tr><td>Building Limit</td><td>\$1,300,000</td></tr><tr><td>\$1,000,000 agg</td><td>\$1,000,000 Occu.</td></tr></table>	Scheduled Equipment	\$812,776.56	Building Limit	\$1,300,000	\$1,000,000 agg	\$1,000,000 Occu.								
Scheduled Equipment	\$812,776.56																				
Building Limit	\$1,300,000																				
\$1,000,000 agg	\$1,000,000 Occu.																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Information Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Exhibit "A"

**EXHIBIT B****CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

08/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED BIG HOUSE SOUND INC. 4001 DROSSETT DR Austin, TX 78744	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Insurance Company of the Midwest		37478
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

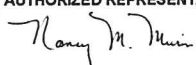
COVERAGES**CERTIFICATE NUMBER: 541095****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	N	76WBGZQ8067	08/01/2016 08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

INSURED COPY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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BIG HOUSE

SOUND INCORPORATED

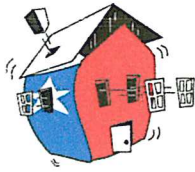
4001 Drossett Dr.
Austin, TX 78744

T «Phone»
F 512-443-0916
email

www.bighousesound.com

Project Exclusions & Client Provided Items City of Round Rock / Dell Diamond 3400 E Palm Valley Blvd. Round Rock, TX 78665 EXHIBIT C

1. Audio system proposal excludes all electrical circuits required for amplification racks. The system design will utilize 2 existing rack locations (main press booth and Heritage Center) and 2 new rack locations (left field and Fireball Grill). It is likely there will be sufficient existing 20amp circuits in the two existing rack locations, however, 30amp circuits may need to be added. The new rack locations will require new 30amp and 20amp circuits to be provided. Below is an overview of the AC power requirements for each rack. Dell Diamond shall be responsible for providing these circuits to each location:
 - Press Booth Rack one needs six 30amp and 20amp. Rack two will need four 30amp circuits.
 - New Left Field Rack will need two 30amp circuits and two 20amp circuits.
 - Fire Ball Grill Rack will need one 30amp circuit and two 20amp circuit.
 - Existing Heritage Center AV Rack will need one 30amp circuit and two 20amp circuits.
2. Audio system proposal excludes all fiber runs between all of the switches at the 4 audio system rack locations. Existing fiber can be utilized but must be terminated and tested by certified fiber installer prior to connection to audio system devices. Dell Diamond shall provide all fiber, conduit for fiber, connectors, installation, testing and any other items required to provide a fully functioning fiber network between the 4 audio rack locations. Below is a brief overview of the fiber connections required:
 - From the existing main amp rack to the new 3rd/2nd base rack location we'll need 4 channels of fiber (Drawing 3).
 - From the existing main amp rack to the existing amp rack in the heritage center we'll need 4 channels of fiber (Drawing 3).
 - From the existing main amp rack to the new rack location in the Fire Ball Grill we'll need 2 channels of fiber (Drawing 3).
3. Audio system proposal excludes all conduit penetrations required for cable pathways between audio system racks and other related audio system devices. To the extent possible, existing penetrations and conduit pathways will be utilized. However, Dell Diamond shall provide any additional penetrations, coring, or other building alterations



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needed to route audio cable. Below is a brief overview of likely penetrations based on the current audio system design.

- From the main amp rack location out to all new loudspeaker locations (Drawing 33).
 - From the new left field rack location to new and existing loud speakers (from rack room to exterior – conduit as required).
 - From the new Fire Ball Grill rack location to new loudspeaker (if desired by client).
 - Depending on the location decided for the input/output box at the Ground Keepers Building, penetrations might be needed.
 - New locations with existing speaker being relocated to the side of the building may need additional penetrations.
4. Audio system proposal excludes all necessary conduit pathways to new locations. To the extent possible, existing conduit pathways will be utilized. However, Dell Diamond shall provide any additional conduit needed to route audio cable. It has been agreed that most concourse level speakers shall not require individual conduit runs to each loudspeaker. Therefore, all AD-S8Ts and AD-S6Ts in the concourse, left field bar (includes 2nd level of beer garden) shall not be run in conduit per Dell Diamond's request. All cabling shall be concealed and/or run in a neat and orderly fashion (Drawing pages 6,7,9,10,11). Below is a brief overview of likely new conduit pathways based on the current audio system design.
- Conduit sleeves and boxes may be required for all subwoofer locations Bi6 (Dell Diamond to determine if necessary – sub locations SUB-001 thru SUB 006 on Drawing 5).
 - From the left field audio system rack to the Y10s at the home run building along with the new speaker location on the pole covering the LED wall (new speaker location POI 035 Drawing 14).
 - Conduit pathway from left field audio system rack to the location decided on for the IO box at the ground's keeping building (may be existing). Some exterior conduit may be required for new speaker location (LOU-001 and LOU-002 Drawing 15).
 - Conduit pathway from left field amp rack to Fireball Grill for fiber.
 - Exterior conduit for new speaker locations on back-side of ground's keeping building.
 - Exterior conduit for new loudspeaker locations on the Heritage Center (New speaker locations POI-021 on Drawing 4).
 - Exterior conduit for new loudspeaker location on first base concourse side (New speaker location POI-019 on Drawing 4 and 31)
 - Exterior conduit for the relocation of entry/parking lot speakers (POI-033 and POI-034 on Drawing #8).



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- Minor conduit modifications to existing conduit for some speaker locations in the Home Run Pavilion (Drawing 12,13).
 - Exterior conduit for the relocation of one repurposed speaker (Drawing #18).
5. Audio system proposal excludes plenum cabling. If plenum cable is required in any area, additional cost may apply.
 6. Audio system proposal excludes the removal of the foul ball net, which will need to be removed in order to reach several loudspeaker locations.
 7. Audio System Proposal excludes any lightning arrest systems that may be required or recommended for exterior loudspeakers.
 8. Audio System Proposal excludes any alterations or modifications to the existing FOH mixing console, existing wireless RF system or audio interconnections to broadcast including patch bay modifications. These systems were evaluated during the design phase of this project and deemed to be suitable and compatible with the new audio system being installed. However, since this evaluation there is a slight chance that some of this equipment has failed. BHS will test that these systems are operational prior to beginning work. If there are any items found not to be working they will be noted. Upon completion, the items that were working prior to the beginning of the project will be restored to proper working order. Items that were noted as non-functional will be reviewed with Client to determine best course of action. Big House Sound's project scope does not include additional repairs or equipment that may be necessary to restore these system(s) if faults are discovered.
 9. Audio System Proposal excludes any alterations or modifications to the existing VIP suites, VIP suite decks, Intel Lounge, volume controls, switches or any other audio system devices related to these level 2 concourse areas. These systems were evaluated during the design phase of this project and deemed to be suitable and compatible with the new audio system being installed. Since this evaluation there is a slight chance that some of this equipment has failed, however, none of these systems will impact the performance of the main ballpark loudspeaker system. BHS will test that these systems are operational prior to beginning work. If there are any items found not to be working they will be noted. Upon completion, the items that were working prior to the beginning of the project will be restored to proper working order. Items that were noted as non-functional will be reviewed with Client to determine best course of action. Big House Sound's project scope does not include additional repairs or equipment that may be necessary to restore these system(s) if faults are discovered.
 10. Audio System Proposal excludes any internet / network devices aside from the network switches provided for the QSC Q-SYS system. Any additional network access shall be provided by Dell Diamond (if desired).
 11. Audio System Proposal excludes any additional insurance above and beyond BHS's standard insurance coverage. If additional insurance is required, additional fees may apply.