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**AGREEMENT BETWEEN  
WILLIAMSON COUNTY  
AND  
FORD AUDIO-VIDEO SYSTEMS, LLC.**

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**AGREEMENT**

made as of the 28th day of August in the year of Two Thousand and Twelve

**BETWEEN** the Client: Williamson County  
301 SE Inner Loop, Suite 106  
Georgetown, TX 78626

herein referred to as Client

and: FORD AUDIO-VIDEO SYSTEMS, LLC.  
4800 WEST I-40  
OKLAHOMA CITY, OK 73128

herein referred to as Ford AV,

have hereby entered into an agreement for the purchase and installation of a new Audio-Visual System for the Williamson County ESOC Facility.

The Client and Ford AV agree as set forth below:

**ARTICLE 1 - WORK OF THIS AGREEMENT**

- 1.1.1 The Contract Documents consist of this Agreement, Ford AV's Written Proposal dated May 29<sup>th</sup>, 2012, "Request for Proposal, Audio-Visual System for Williamson County ESOC Facility" dated 04/01/12, all TA series drawings as listed on Drawing #TA000 dated 04/02/12, Addendum #1 dated 04/26/12, Addendum #2 dated 04/30/12, Post Bid Response #1 dated 06/22/12, Technical Clarifications as listed in Ford AV's proposal, and other documents listed in this Agreement, and modifications issued after execution of this Agreement; these form the Agreement and are as fully apart of this Agreement as if attached to this Agreement. This Agreement sets forth the entire agreement and understanding between the Client and Ford AV as to the subject matter hereof and merges all prior discussions and agreements between them. It is further agreed that no amendment, modification or change herein shall be enforceable, except as specifically provided for in this Agreement, unless reduced to writing and executed by both Parties.

In the event there is a conflict between or a dispute among the terms, conditions and specifications of the Contract Documents, the applicable documents will be referred to for the purpose of

clarification, resolution of the conflict or for additional detail in the following order of precedence:

- a. This Agreement;
- b. The Request for Proposal, Audio-Visual System for Williamson County ESOC Facility" dated 04/01/12;
- c. Addendum #2 dated 04/30/12;
- d. Addendum #1 dated 04/26/12
- e. All TA series drawings as listed on Drawing #TA000 dated 04/02/12;
- f. Post Bid Response #1 dated 06/22/12
- g. Ford AV's Written Proposal dated May 29<sup>th</sup>, 2012;
- h. Technical Clarifications as listed in Ford AV's proposal

- 1.2 Ford AV shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others or as follows:

**Bid Quotation Exclusions**

**1.2.1 Union Installation Labor or Prevailing Wage Rates** - Should Union installation labor or prevailing wage rates become a requirement of Ford AV in order to perform the on-site low-voltage installation of the work, Ford AV reserves the right to adjust its labor pricing accordingly.

**1.2.2 Owner Furnished Equipment** - Service, repair, or warranty services for Owner Furnished Equipment (OFE). All service, repair, and warranty services for OFE will be provided on a time and materials basis, at Ford AV's normal shop and field repair rates, upon receipt of a written approved change order.

**1.2.3 AC Power/Conduit/Terminations** - 120-volt AC. power, AC. conduit, or high voltage AC. power terminations and work external to the Audio-Video System equipment racks. It is understood that the project electrical contractor will provide all 120 volt AC. circuits and related terminations as required.

**1.2.4 Ceiling Speaker Backcan Installation** - In areas where a conduit system is required for ceiling speakers, Ford AV will provide the ceiling speaker backcans to the Electrical Contractor (EC) for installation by the EC.

**1.2.5 Conduit/Cable Tray/Wireway** - Audio-Video System cabling systems conduit, wireway, junction boxes, floor boxes, or other low voltage system related conduit/wireway requirements.

**1.2.6 Correcting Work by Others** - Testing, troubleshooting and installation confirmation of electrical contractor installed wire and cabling. Only on a time and materials basis will Ford AV troubleshoot, test, tone, and correct cabling installation errors caused by mislabeled, misrouted, or improperly installed cabling circuits installed by others.

**1.2.7 Architectural Infrastructure** - Architectural construction of, or modifications to, building walls, floors, or ceilings, as required to accommodate the installation of the Audio-Video System loudspeakers, wall panels, microphones, equipment racks, etc. All architectural rough in and final finish trim, painting, staining, grill cloth, grill cloth structures, firestopping, etc. as required for a complete Audio-Video System installation, to be provided by others.

**1.2.8 Custom Painting** - Audio-Video System equipment will be provided with manufacturers' standard colors. Custom painting is not included.

**1.2.9 Architectural Construction** - Architectural millwork and/or cabinet work construction, installation, or modification as required for integration of Audio-Video System control consoles and related system processing and distribution equipment. All millwork and cabinet work to be provided and installed by others.

**1.2.10 Cutting and Patching** - Cutting, coring, patching, removal, firestopping, or replacement.

1.2.11 **Structural Accommodations** - Cutting, structural welding, or reinforcement of structural steel members required for support of loudspeaker assemblies, display mounts, projector mounts, etc as required.

1.2.12 **Ceiling Access Panels** – Ford AV excludes the provision and installation of any ceiling access panels, if required.

1.2.13 **Permits & Fees** - Any applicable permits or fees.

1.2.14 **Taxes** - Sales or Use taxes of any kind. If required, Sales or use taxes will be added to the project billings.

## **ARTICLE 2 - AGREEMENT SUM & FINANCIAL CONDITIONS**

2.1 The Client shall pay Ford AV in current funds, for its performance of the Agreement, the Sum of Six Hundred Forty Nine Thousand Six Hundred Fifty Seven U.S. Dollars (\$ 649,657.00), subject to additions and deductions as provided in this Agreement.

2.2 The Agreement Sum is based upon total sum indicated in Ford AV's proposal identified in Section 1.1 above and the following value engineering options, which are described in the Post Bid Response #1 dated 06/22/12, and are hereby accepted by the Client:

***Original Base Bid Price = \$698,234.59***

*Less Option 1 VE = ( \$7,178.00)*

*Less Option 2 VE = ( \$6,312.35)*

*Less Option 3 VE = ( \$1,252.35)*

*Less Option 4 VE = ( \$3,800.00)*

*Less Option 5 VE = (\$10,430.00)*

*Less Option 6 VE = (\$17,748.00)*

*Less Option 7 VE = ( \$1,857.00)*

***REVISED BASE BID \$649,656.89***

2.3 Based upon Applications for Payment submitted to the Client by Ford AV, the Client shall make progress payments on account of the Agreement Sum to Ford AV as provided in the Contract Documents. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Monthly payments to be based upon the progress of the work and/or materials suitably stored as outlined in paragraph 2.4 below and paid in accordance with paragraph 2.6 below. The Client with each progress payment may withhold ten (10) percent retention.

2.4 Payment for the actual cost of materials suitably stored on or off the site of the Work, and intended for incorporation in the Work, will be made by the Client to Ford AV subject to the following conditions:

2.4.1 Ford AV shall furnish supporting evidence in the form of supplier/manufacturer invoices to the Owner evidencing the cost of the materials and shipment to the appropriate location;

2.4.2 The materials shall be stored in accordance with applicable recommendations of the manufacturer;

2.4.3 Payment for stored materials will be subject to retainage above;

2.4.4 The materials stored off site shall be segregated from Ford AV's other inventory and shall be

marked as designated for this project;

- 2.4.5 Ford AV shall make stored materials available during normal business hours to the representative(s) of the Client for inspection, inventory, and approval;
- 2.4.6 The materials stored off site shall have sufficient insurance coverage to protect Client from risk of loss due to theft, weather, fire, vandalism, mischief, and such other causes which would render the materials useless for their intended purpose, prior to their installation, and such as to protect Client from paying for these materials more than once. The cost of this insurance shall be paid for by Ford AV.
- 2.5 Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the Client to Ford AV when the Work is completed, the Agreement fully performed, and a final Application for Payment has been issued to the Client by Ford AV.
- 2.6 Payment shall be made by check from the Client upon satisfactory completion and acceptance of items and submission of an Application for Payment to Client for Work specified by the Contract Documents. The Client agrees to pay each Application for Payment in accordance with Chapter 2251 of the Texas Government Code. An Application for Payment shall be deemed overdue the 31st day after the later of (1) the date Client receives the goods under the Contract Documents; (2) the date the performance of the service under the Contract Documents is completed; or (3) the date the Williamson County Auditor receives an Application for Payment for the goods or services. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- In the event that an error appears in an Application for Payment submitted by Ford AV, Client shall notify Ford AV of the error not later than the twenty first (21<sup>st</sup>) day after the date Client receives the Application for Payment. If the error is resolved in favor of Ford AV, Ford AV shall be entitled to receive interest on the unpaid balance of the Application for Payment submitted by Ford AV beginning on the date that the payment for the Application for Payment became overdue. If the error is resolved in favor of the Client, Ford AV shall submit a corrected Application for Payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected Application for Payment is not paid by the appropriate date.
- 2.7 For the sole purpose of purchasing materials for the Client, the Client hereby authorizes Ford AV to act as its agent in the procurement of the equipment and materials necessary to perform the Work in this Agreement.
- 2.8 The Client hereby acknowledges that the Agreement Sum indicated in Section 2.1 does not include any taxes, if applicable. All applicable taxes are to the account of the Client. Client is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Client. Exemption certificates will be provided to Ford AV upon request.

### **ARTICLE 3 - CHANGES IN THE AGREEMENT**

- 3.1 The Client without nullifying this Agreement may order changes in the Work consisting of additions, deletions or alterations of the Work. Such changes to the Work shall be authorized by written Change Order signed by the Client and Ford AV. The Agreement Sum shall be changed only by

written Change Order.

- 3.2 The cost or credit to the Client from a change in the Work shall be determined by mutual agreement between the Client and Ford AV. Deletions of materials are subject to restock fees and associated freight charges, if material or equipment has been received into Ford AV's warehouse, or has been shipped to the job site by Ford AV, at the time of the change.
- 3.3 Payment to Ford AV for completed Change Orders shall be made by the Client in accordance with the same terms as outlined in Section 2.3 and 2.6 above.

#### **ARTICLE 4 - WARRANTY**

- 4.1 Ford AV agrees to warrant its work against all deficiencies and defects in materials and/or workmanship provided by Ford AV under this Agreement and agrees to satisfy same without cost to the Client for a period of one (1) year. All equipment by other manufacturers and supplied by Ford AV will be serviced with the provisions of the manufacturer's warranty and guarantee.
- 4.2 All materials/equipment shall be new, unless noted otherwise in this Agreement.
- 4.3 Warranty period shall commence on the date of Substantial Completion, or first beneficial use of the system, whichever date is first. Substantial Completion is defined herein below.
- 4.4 Materials or equipment provided by the Client (CFE), if any, to be included within the Work, shall be installed with no warranty or guarantee by Ford AV. Use of such materials/equipment is solely for the convenience and benefit of the Client. Ford AV shall take reasonable care in handling this CFE and shall install such materials/equipment according to standard industry practices; however, Ford AV takes no responsibility for the operation, performance, appearance, or effects of this materials/equipment before, during, or after its integration into the Work.
- 4.5 Any repairs, modifications, or other work performed by personnel not authorized by Ford AV, either before or during the warranty period, on any equipment/materials or installation of the Work may invalidate the warranty under Section 4. All decisions by Ford AV related to invalidated warranties shall be its exclusively and shall be final.
- 4.6 Warranty shall not include, nor cover expendable materials used within the system installation (e.g. light bulbs/lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.)
- 4.7 Warranty shall not include repairs made necessary by misuse, negligence, accident, theft or unexplained loss, abuse, connection to direct electrical current, freight damage in transit during warranty period, fire, flood, wind, lighting, act of God or public enemy.
- 4.8 Procedures such as routine preventative maintenance functions (e.g. keeping filters clean, magnetic heads, keeping systems environment free from foreign materials, etc.) is a responsibility of the Client, or Client's agent(s), and is not included within this warranty agreement. Failure on the part of the Client to perform these routine maintenance functions shall be considered client neglect by Contractor and shall void this warranty.
- 4.9 System calibration settings, equalization setting, and other adjustments made during testing performed at the conclusion of the Work and accepted by the Client upon completion of the Work shall be warranted for ninety (90) days from the beginning of the warranty period. Any adjustments made by Client or Client's agent(s), other than routine operational adjustments, shall not be covered under this article. Re-calibration of these settings shall be considered by Ford AV as additional work, requiring a Change Order provided under Article 3.

## **ARTICLE 5 – COMMENCEMENT OF WORK, COMPLETION, LIQUIDATED DAMAGES AND TERMINATION OF THE AGREEMENT**

- 5.1 **Commencement of Work.** Ford AV shall commence the Work within Ten (10) calendar days from the date of Client's Notice to Proceed and the Work shall be deemed to have commenced on such date.
- 5.2 **Substantial Completion.** "Substantial Completion" means the stage in the progress of the Work when the Work may still require minor modifications or adjustments but, in the Client's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Client. When Ford AV considers that the Work, or a portion thereof which the Client agrees to accept separately, is substantially complete, Ford AV shall notify Client's Designated Representative (CDR), who is set forth and identified on the signature page herein below, and request a determination as to whether the Work or designated portion thereof is substantially complete. If the CDR does not consider the Work substantially complete, the CDR will notify Ford AV giving reasons therefore. Failure on the Client's part to list a reason does not alter the responsibility of Ford AV to complete all Work in accordance with the Contract Documents.

After satisfactorily completing items identified by the CDR, Ford AV shall then submit another request for the CDR to determine Substantial Completion. If the CDR considers the Work substantially complete, the CDR will prepare and deliver a Certificate of Substantial Completion which shall establish the date of Substantial Completion, include a Final Punchlist of items to be completed or corrected before Final Completion and final payment, establish the time within which Ford AV shall finish the Work, and establish responsibilities of the Client and Ford AV for maintenance and damage to the Work, warranty and insurance. Failure to include an item on the Final Punchlist does not alter the responsibility of Ford AV to complete all Work in accordance with the Contract Documents. The Certificate of Substantial Completion shall be signed by the Client and Ford AV to evidence acceptance of the responsibilities assigned to them in such certificate.

**SUBSTANTIAL COMPLETION, AS DEFINED IN THIS AGREEMENT, FOR ALL STAGES OF THE WORK SHALL BE ACHIEVED ON OR BEFORE JANUARY 31, 2013 (THE SUBSTANTIAL COMPLETION DATE).**

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THIS AGREEMENT ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THIS AGREEMENT ARE OF THE ESSENCE OF THIS AGREEMENT.**

- 5.3 **Final Inspection, Final Completion and Final Payment.** When Ford AV has completed the Final Punchlist, Ford AV shall give written notice to the CDR that the Work will be ready for Final Inspection on a date certain. This notice shall be accompanied by a copy of Ford AV's updated punch list indicating resolution of all items.

Ford AV shall correct or complete all items on the Final Punchlist before acceptance and final payment. If on the basis of the Final Inspection, the CDR determines that the Work is not complete, or that the Work required by the Final Punchlist had not been performed, the CDR shall give Ford AV written notice thereof, and shall inform Ford AV what Work was found to be incomplete, out of compliance with the Contract Documents or defective in operation or workmanship, and setting a time in which incomplete or defective work is to be completed. Ford AV shall complete or correct all Work so designated prior to requesting an additional Final

Inspection.

When the Final Punchlist has been completed, and the Work is fully performed and is acceptable to the Client, the CDR shall issue a certificate fixing the date of Final Completion. Final Completion of all work shall be a condition precedent to Ford AV's right to receive final payment.

The Final Inspection by the CDR is for the purpose of determining the completion of the Work, and does not relieve Ford AV of its overall responsibility for completing the Work in a good and workmanlike fashion, in compliance with the Contract Documents. Failure of the Client and/or CDR to identify Work that is not in compliance with the Contract Documents, or which is defective in operation or workmanship, or acceptance of the Work with punchlist items left incomplete, does not constitute a waiver of such a defect or of the Client's rights under this Agreement or relieve Ford AV of its warranties contained herein.

**UNLESS OTHERWISE SPECIFIED HEREIN, OR OTHERWISE AGREED IN WRITING BY THE PARTIES, FORD AV SHALL ATTAIN FINAL COMPLETION ON OR BEFORE FEBRUARY 28, 2013 (THE FINAL COMPLETION DATE).**

- 5.4 **Abandonment by Ford AV.** In the event that Ford AV fails to attain Final Completion on or before the Final Completion Date, Ford AV shall be subject to the remedies set forth herein below. In addition to exercising its rights and remedies hereunder, the Client may also exercise any remedy that may be available to it under the law or in equity.

In case Ford AV should abandon and fail or refuse to resume work within ten (10) calendar days after written notification from either the Client or the CDR, or if Ford AV fails to comply with the orders of the CDR when such orders are consistent with the Contract Documents, then and in such case where performance bonds exist, the appropriate sureties on such bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of Ford AV's abandonment or Ford AV's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to Ford AV. After receiving a copy of the above described notice of abandonment and notice for completion, Ford AV shall not remove any machinery, equipment, tools, materials or supplies that then currently exist on the project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the project by the Client or the surety on the performance bond, or another contractor in completion of the Work; and Ford AV shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) calendar days after service of the herein above provided notice of abandonment and notice for completion, then the Client may provide for completion of the Work in either of the following elective manners:

- (A) The Client may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the Client may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Ford AV, and expense so charged shall be deducted and paid by the Client out of such monies as may be due, or that may thereafter at any time become due to Ford AV under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by Ford AV, then Ford AV shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by Ford AV, then Ford AV and/or its surety shall pay the amount of such excess to the Client; or

(B) The Client, under sealed bids and in accordance with the law, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in this Agreement. In case there is any increase in cost to the Client under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to Ford AV and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under this Agreement, Ford AV and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, Ford AV and its surety shall be so notified and Certificates of Final Completion shall be issued. A complete itemized statement of the contract accounts, certified by the CDR as being correct, shall then be prepared and delivered to Ford AV and its surety, whereupon Ford AV and/or its surety, or the Client as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) calendar days after the date of such Certificate of Final Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the Client had the Work been completed by Ford AV under the terms of this Agreement, or when Ford AV and/or its surety shall pay the balance shown to be due by them to the Client, then all machinery, equipment, tools, materials or supplies left on the site of the project shall be turned over to Ford AV and/or its surety.

Should the cost to complete the Work exceed the amount the Client would have been obligated to pay Ford AV had the Work been completed by Ford AV under the terms of this Agreement, and should Ford AV and/or its surety fail to pay the amount due the Client within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to Ford AV and its surety at the respective addresses designated in this Agreement. After properly tendering such notice, such property shall be held at the risk of Ford AV and its surety subject only to the duty of the Client to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, the Client may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of Ford AV and its surety. Such sale may be made at either public or private sale, with or without notice, as the Client may elect. The Client shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the project and which belong to persons other than Ford AV or its surety. The books on all operations provided herein shall be opened to Ford AV and its surety.

5.5 **Liquidated Damages.** For each consecutive Working Day after the Substantial Completion Date that the Work is not Substantially Complete, the Client may deduct the amount of Five Hundred Dollars per Working Day (\$500.00/Working Day) from any money due or that becomes due Ford AV, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Client will sustain for late completion. The parties stipulate and agree that calculating Client's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

Periods of time (i) during which Client suspends the Work by written notice to Ford AV, or (ii) during which Ford AV has performed work and is waiting for Client's acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-Client governmental processes, national emergency, or any other causes beyond Ford AV's or Client's reasonable control, shall not be taken into account in computing the amount retained. In the event that Work received by Client is found to be incomplete, the period of time from the end of the performance of the Work to the receipt of subsequent performance necessary to produce completed Work will be taken into account in computing the number of days and the amount retained.

- 5.6 **Working Day.** For purposes of this Agreement, a "Working Day" shall mean Monday through Friday, excluding Client approved holidays, for a continuous period of at least 8 hours, if weather permits (as determined by the CDR). Weekend work is permitted upon approval by the CDR.
- 5.7 **Termination for Convenience by Client.** The Client may, by seven (7) day advance written notice to Ford AV, terminate the whole or any part of this Agreement at its convenience. Such termination shall be in effect seven days after Ford AV's receipt of notice. Upon any such termination, Ford AV shall be entitled to be paid a portion of the Agreement Sum, calculated on the basis of the actual value of the Work completed prior to termination, together with the actual costs incurred by Ford AV as of the date of termination, less previous payments to Ford AV on account of work performed.
- 5.8 If the Client fails to make payment in accordance with the payment terms set out in Article 2, Ford AV may, by seven (7) day advance written notice to the Client, terminate this Agreement and recover from the Client payment for Work executed and any loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit, damages and collection/attorney fees applicable.

## **ARTICLE 6 - INSURANCE**

### **6.1 Insurance Required of Ford AV**

#### **6.1.1 Employer's Liability, Comprehensive General Liability, Auto Liability and Builder's Risk:**

Ford AV shall carry insurance in the types and amounts indicated in this Article for the duration of the Agreement, which shall include items owned by Client in the care, custody and control of Ford AV prior to, during construction and during the warranty period. Ford AV must also complete and file the declaration pages from the insurance policies with Client whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Acceptance of the insurance policy declaration pages by the Client shall not relieve or decrease the liability of Ford AV. Ford AV shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Client.

Ford AV shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Client, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Client.

<b>Type of Coverage</b>	<b>Limits of Liability</b>	
a. Worker's Compensation	Statutory	
b. Employer's Liability		
Bodily Injury by Accident	\$500,000 Ea.	Accident
Bodily Injury by Disease	\$500,000 Ea.	Employee
Bodily Injury by Disease	\$500,000	Policy Limit
c. Comprehensive general liability including premises, completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:		
COVERAGE	PER PERSON	PER OCCURRENCE

Comprehensive General Liability	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$5,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

- e. Installation Floater

An Installation Floater policy, in the amount equal at all times to 100% of the Agreement Sum. The policy shall be written on an all risk, replacement cost basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, and windstorm. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of Ford AV and shall continue without interruption during the installation, including anytime in which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site. The policy shall be issued in the name of Ford AV. The Client shall be named as a loss payee on the policy.

The above insurance requirements are not intended to be compounded with Ford AV's standing insurance policies. If Ford AV already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this project

Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Client."
- b. "It is agreed that Ford AV's insurance shall be deemed primary with respect to any insurance or self insurance carried by Client for liability arising out of operations under the Agreement Between Client and Ford AV."
- c. "The Client, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with the Client." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Client."

If insurance policies are not written for the amounts specified above, Ford AV shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Agreement. Failure to provide the insurance in a timely fashion may result in loss of Ford AV's bid bond, if any. Client shall be

entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out herein.

#### 6.1.2 Workers' Compensation Insurance Coverage:

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Client. The rule requires Client to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By executing this Agreement, Ford AV is acknowledging that this rule is a part of the Agreement, and that Ford AV will observe and abide by all of the requirements outlined in the rule. Ford AV is further agreeing that the necessary certificates of coverage showing workers' compensation coverage will be provided to Client address prior to beginning work.

Failure to comply with this section may result in termination of the Agreement.

A. The following words and terms, when used in this section, shall have the following meanings. Terms not defined shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e) (1).
- (3) Contractor--A person bidding for or awarded a building or construction project by Client.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Client.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services Ford AV has undertaken to perform on the project, regardless of whether that person contracted directly with Ford AV and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, Client-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project--Includes the provision of all services related to a building or construction contract for Client.

B. Ford AV shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of Ford AV providing services on the project, for the duration of the project.

C. Ford AV must provide a certificate of workers compensation coverage to Client prior to being awarded the Contract.

D. If the coverage period shown on Ford AV's current certificate of coverage ends during the duration of the project, Ford AV must, prior to the end of the coverage period, file a new certificate of coverage with Client showing that coverage has been extended.

E. Ford AV shall obtain from each person providing services on a project, and provide to Client:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Client will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by Ford AV, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. Ford AV shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. Ford AV shall notify Client in writing by certified mail or personal delivery, within ten (10) days after Ford AV knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. Ford AV shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Ford AV shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to Ford AV, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide Ford AV, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to Ford AV:
  - (a) a certificate of coverage, prior to the other person beginning work on the project; and
  - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify Client in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Agreement or providing or causing to be provided a certificate of coverage, Ford AV is representing to Client that all employees of Ford AV who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or

misleading information may subject Ford AV to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Ford AV's failure to comply with any of these provisions is a breach of contract by Ford AV which entitles Client to declare the Agreement void if Ford AV does not remedy the breach within ten (10) days after receipt of notice of breach from Client.

6.2 Client certifies that it is a political subdivision of the State of Texas. Since claims against the Client are subject to the liability and damage limitations of the Texas Tort Claims Act, Client has chosen to self-insure rather than to obtain insurance coverage for its residual liability. The full faith and credit of Client, therefore, stands behind any lawful claims against it, its officials, employees, or agents. Ford AV shall not be responsible for purchasing and maintaining this optional Client's liability insurance.

6.3 INTENTIONALLY DELETED

6.4 INTENTIONALLY DELETED

6.5 INTENTIONALLY DELETED

## **ARTICLE 7 – FORD AV'S GENERAL RESPONSIBILITIES**

### **QUALITY OF WORK**

7.1 Ford AV shall perform all services specifically allocated to it by the Contract Documents as well as those services reasonably inferable from the Contract Documents as necessary for completion of the Work. Ford AV shall render, diligently and competently in accordance with the highest standards used in the profession, all Ford AV services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. The enumeration of specific duties and obligations performed by Ford AV hereunder shall not be construed to limit the general undertakings of Ford AV. The obligations of Ford AV hereunder run to and are for the benefit of only the Client.

7.2 Notwithstanding anything to the contrary contained in this Agreement, Client and Ford AV agree and acknowledge that Client is entering into this Agreement in reliance on Ford AV's represented expertise and ability to provide the Work required by the Contract Documents. Ford AV agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Client in accordance with Client's requirements and procedures.

7.3 Ford AV represents and agrees that all persons connected with Ford AV directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the project if registration is required.

7.4 Ford AV's duties as set forth in the Contract Documents shall at no time be in any way diminished by reason of any approval by the Client nor shall Ford AV be released from any liability by reason of such approval by the Client, it being understood that the Client at all times is ultimately relying upon Ford AV's skill and knowledge in performing the services required in the Contract Documents.

### **COORDINATION OF THE WORK**

7.5 Ford AV acknowledges that there are multiple contractors and a Project Architect that are working on various portions of the project and that Ford AV shall cooperate with the Client, Client's other contractors, and the Project Architect in order to further the interests of the Client and the project.

- 7.6** Prior to commencing any of the Work, Ford AV shall provide a Project Schedule to Client, for Client's approval, that provides the general schedule for the Work. The general schedule must set forth Ford AV's plan for milestone dates and completion of the Work. Ford AV shall complete the Work in an expeditious and economical manner consistent with the interests of the Client and in accordance with the Project Schedule.
- 7.7** Ford AV shall designate a representative authorized to act on Ford AV's behalf with respect to the Work and the project. Such representative shall be designated below Ford AV's signature below. Ford AV warrants, represents, covenants, and agrees to furnish efficient business administration and superintendence and perform its services hereunder or pursuant to this Agreement in the best way and in the most expeditious and economical manner consistent with the interest of Client. Ford AV agrees to provide an on-site, full-time superintendent for the duration of the Work.
- 7.8** Ford AV shall review and understand the standards and requirements in Client's specifications and perform all services in accordance with those standards and requirements.
- 7.9** Ford AV shall visit the site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required.
- 7.10** Ford AV shall, at Client's request, attend public meetings and hearings concerning the development and schedule of the Work.
- 7.11** Ford AV shall review all Drawings, Specifications, and other Contract Documents as they are developed by the Client and/or its Project Architect and advise Client of any error, inconsistency or omission discovered in the Drawings, Specifications, and other Contract Documents.
- 7.12** Ford AV shall review the Contract Documents for compliance with all applicable laws and code requirements and with Williamson County requirements.
- 7.13** Ford AV shall advise Client of any tests to be performed, and assist Client in selecting testing laboratories and consultants, without assuming direct responsibility for the work of such laboratories and consultants.
- 7.14** Ford AV shall review the Contract Documents to ensure that they contain adequate provision for all temporary facilities necessary for performance of the Work, and provisions for all of the job site facilities necessary to manage, inspect, and supervise construction of the Work.
- 7.15** Ford AV shall identify every subcontractor Ford AV intends to use on the project to the Client in writing at least ten (10) days before entering into any subcontract. Ford AV shall not use any subcontractor to which Client has a reasonable objection. Following Client acceptance of a subcontractor, that subcontractor shall not be changed without Client's written consent, which shall not be unreasonably withheld.
- 7.16** Ford AV is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 7.17** Ford AV shall provide recommendations and information to Client and its CDR regarding the assignment of responsibilities for safety precautions and programs, temporary project facilities, and equipment, materials, and services for common use of the subcontractors. Ford AV shall verify that appropriate safety provisions are included in the Contract Documents.

## **CONSTRUCTION WORK**

- 7.18** Construction shall be deemed to commence upon the date specified above and shall continue until Final Completion of all Work. Ford AV shall construct the Work in strict accordance with the

Contract Documents and Client's specifications within the time required by the Project Schedule approved by Client.

- 7.19** Ford AV hereby agrees to make any and all changes, furnish the materials and perform the Work which may be required or reasonably inferable to complete the Project in strict accordance with the requirements of the Contract Documents, without nullifying this Agreement. **NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE CLIENT, OR ITS CDR.**
- 7.20** Ford AV shall organize and maintain a competent, full-time staff at the project site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work.
- 7.21** Ford AV designated representative shall be the Client's primary contact during the Work and shall be available as required for the benefit of the Project and the Client. The designated representative shall be authorized to act on behalf of and bind Ford AV in all matters related to the Work including, but not limited to, execution of Change Orders and Applications for Payment.
- 7.22** Ford AV shall attend Client's regularly scheduled project progress meetings and fully advise the Client's representatives of status including schedule, costs, quality and changes.
- 7.23** Ford AV shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and all other facilities and services necessary for the proper execution and completion of the Work in strict accordance with the requirements of the Contract Documents.
- 7.24** Ford AV shall coordinate, monitor and inspect the work of its subcontractors to ensure conformance with the Contract Documents.
- 7.25** Ford AV shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. Ford AV shall keep the Client informed of the progress and quality of the Work.
- 7.26** Ford AV shall promptly correct any defective Work at Ford AV's sole expense, unless the Client specifically agrees, in writing, to accept the Work.
- 7.27** Ford AV shall warrant that the materials and equipment provided for the project will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the Contract Documents. Ford AV shall be responsible for correcting Work that does not comply with the Contract Documents at its sole expense without cost to the Client.
- 7.28** Regarding Record Documents, Ford AV shall maintain and deliver the required documents that describe changes or deviations from the Contract Documents that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

## **ARTICLE 8 - MISCELLANEOUS PROVISIONS**

- 8.1** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

- 8.2 All disputes, claims or questions not resolved informally by Client and Ford AV may be subject to arbitration. If both Client and Ford AV agree that a particular dispute, claim or question should be arbitrated, then the decision there from shall be binding on both parties and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof. Arbitration shall be effected in accordance with the provisions of this Agreement and where not inconsistent with this Agreement, shall be governed by the Construction Industry Arbitration Rules of the American Arbitration Association, then applying. If, however, the Client and/or Ford AV elect not to proceed by way of arbitration, then either or both parties may resort to appropriate civil action in the courts of jurisdiction as provided in paragraph 7.1 above, with the prevailing party being entitled to receive all reasonable attorney's fees, Court costs, and any and all other fees, expenses and costs which arose out of or where in any way incurred in the prosecution or defense of that action.
- 8.3 If conditions are encountered at the job site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist, represented by the Client, or generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by Ford AV shall be given to the Client. A mutually equitable adjustment to the Work shall be arranged between the parties, and equitable adjustment (if any) to the Agreement Sum and time frame will be agreed to and set forth in a written change order as outlined in Article 3.
- 8.4 In the event Ford AV encounters on the job site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, Ford AV shall immediately stop Work in the area affected and report the condition to the Client. The Work in the affected area shall not be resumed except by written agreement of the Client and Ford AV when the area has been rendered harmless.
- 8.5 **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FORD AV AND ITS AGENTS, PARTNERS, EMPLOYEES, CONSULTANTS AND SUBCONTRACTOR (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CLIENT, AND HOLD HARMLESS CLIENT, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF CLIENT, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, TRUSTEES, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY FORD AV PURSUANT TO THE CONTRACT DOCUMENTS, OR ANY PART THEREOF, WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF FORD AV, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH CLIENT OR ANY OF THE INDEMNITEES HAS BY LAW.**
- Ford AV acknowledges and agrees that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Ford AV; therefore, all references of any kind to Client indemnifying, holding or saving harmless any other party, including but not limited to Ford AV, for any reason whatsoever are hereby deemed void and deleted.
- 8.6 Ford AV shall not be responsible for any delay in the performance or progress of the Work or liable for any costs or damages sustained by the Client resulting from such delay caused by any act or

neglect of the Client, its representatives, employees, agents, contractors, subcontractors, or by changes ordered in the Work, by fire or casualty loss, unusual delays in transportation, acts of God, or by any other cause beyond the control of Ford AV. All additional cost or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of the Client, its agent's representatives, or contractors shall be borne entirely by the Client.

- 8.7 The Client shall provide Ford AV reasonable opportunity for the introduction and storage of their materials and equipment and performance of their activities as required by this Agreement.
- 8.8 Costs caused by delays, improperly timed activities or defective construction by other trades or contractors shall be borne by the party responsible therefore.
- 8.9 The Client shall not, during the term of this Agreement nor for a period of one (1) year after termination, expiration or completion of this Agreement, solicit for employment or employ whether as an employee or Independent Contractor, any person who is or has been employed by Ford AV without the prior written consent of Ford AV.
- 8.10 Neither the Client nor Ford AV shall assign this Agreement without the expressed written consent of the other. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.
- 8.11 The Client and Ford AV, by and through their respective signatories to this Agreement, each represent to the other that they are authorized to enter into this Agreement.
- 8.12 If any provision of this Agreement is invalid or unenforceable, such invalidity or un-enforceability will not invalidate nor render unenforceable the entire agreement, but rather the entire agreement will be construed as if it did not contain the particular invalid or unenforceable provisions, and the rights and obligations of the Client and Ford AV will be construed and enforced accordingly.
- 8.13 No waiver by either Party hereto of any one or more defaults by the other in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature.
- 8.14 Ford AV further agrees that Client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Ford AV, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Ford AV agrees that Client shall have access during normal working hours to all necessary Ford AV facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Client shall give Ford AV reasonable advance notice of intended audits.
- 8.15 Within 24 hours after Ford AV becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person, whether or not it results from or involves any action or failure to act by Ford AV or any employee or agent of Ford AV and which arises in any manner from the performance of this Agreement, Ford AV shall send a written report of such accident or other event to the Client, setting forth a full and concise statement of the facts pertaining thereto. Ford AV shall also immediately send the Client a copy of any summons, subpoena, notice, or other documents served upon Ford AV, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Ford AV's performance of work under this Agreement.
- 8.16 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- 8.17 Each party to this Agreement, in the performance of this Agreement, shall act in an individual

capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

- 8.18 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 8.19 The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Client shall have the right to terminate this Agreement at the end of any Client fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

This Agreement entered into as of the day and year first written above.

## **WILLIAMSON COUNTY**

## **FORD AUDIO-VIDEO SYSTEMS, LLC.**

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*Dan A. Gattis, County Judge*



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*Greg Bowes, Contracts Administrator*

### **Client's Designated Representative (CDR):**

### **Ford AV's Designated Representative:**

Dale Butler  
Project Manager  
Williamson County Facilities  
3101 SE Inner Loop  
Georgetown, TX 78626  
O: 943-1609  
[dbutler@wilco.org](mailto:dbutler@wilco.org)

Greg Bowes  
Contracts Administrator  
Ford Audio-Video Systems, LLC  
4800 West I-40  
Oklahoma City, OK 73128  
Office: 405-946-9966  
[boweg@fordav.com](mailto:boweg@fordav.com)