

RFP F2024072 Annual Contract for Audio Visual (AV) Systems Renovations for Select County Facilities

Post-Demonstration Scores

		Primary	Secondary
		Ford Audio-Video Systems, LLC Oklahoma City, OK HUB - Yes CO-OP - Yes	<i>Infinity Sound LTD</i> <i>Mansfield, TX</i> <i>HUB - No</i> <i>CO-OP - Yes</i>
Evaluation Criteria	Max Points	Score	Score
Respondent's Background	200	154.60	126.60
Response to Requirements	300	214.60	188.20
Project Management	150	112.40	86.40
Price	350	316.73	350.00
Total Score	1000	798.33	751.20

Notes: No-bids were received from CSI Leasing, Inc, SMR Promotions, 3-C Technology, LLC, Canon Solutions of America, Inc., Stephen M Griffith Counseling, Arrowhead Consulting, and Bluum Technology USA.

RFP F2024072 Annual Contract for Audio Visual (AV) Systems Renovations for Select County Facilities

Initial Scores

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Evaluation Criteria	Max Points	Ford Audio-Video Systems, LLC Oklahoma City, OK HUB - Yes CO-OP - Yes	<i>Infinity Sound LTD</i> Mansfield, TX HUB - No CO-OP - Yes
		Score	Score
Respondent's Background	200	154.60	126.60
Response to Requirements	300	203.80	186.40
Project Management	150	91.60	89.40
Price	350	316.73	350.00
Total Score	1000	766.73	752.40

Notes: No-bids were received from CSI Leasing, Inc, SMR Promotions, 3-C Technology, LLC, Canon Solutions of America, Inc., Stephen M Griffith Counseling, Arrowhead Consulting, and Bluum Technology USA.



Agreement Between

TARRANT COUNTY AND FORD AUDIO-VIDEO SYSTEMS, LLC.

AGREEMENT

made as of signature of all parties.

BETWEEN:

Tarrant County, Texas
100 E Weatherford St
Fort Worth, Tx 76196

herein referred to as COUNTY

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 to perform the work required by and described in the Contract Documents listed in Article 1 – Work of this Agreement.

The COUNTY and Ford AV agree as set forth below:

ARTICLE 1 - WORK OF THIS AGREEMENT

The Contract Documents consist of the following:

- This Agreement
- F2024072 Annual Contract for Audio Visual (AV) Systems Renovations for Select County Facilities Documents
- Ford AV Response to F2024072 Annual Contract for Audio Visual (AV) Systems Renovations for Select County Facilities
- Wrightson, Johnson, Haddon & Williams, Inc Specifications & Drawings
- Attachment A – Scope of Work-Additions
- Any exhibits attached hereto, conditions of the contract (special, supplementary, and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

- 1.1 This Agreement sets forth the entire agreement and understanding between the COUNTY and Ford AV as to the subject matter hereof and merges all prior discussions and agreements between them. In the event of any discrepancies between the documents, F2024072 Annual Contract for Audio

Visual (AV) Systems Renovations for Select County Facilities takes precedence. 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.

- 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.

ARTICLE 2 - AGREEMENT SUM & FINANCIAL CONDITIONS

- 2.1 The COUNTY shall pay Ford AV in current funds, for its performance of the Agreement, the Sum of ~~One Million Seven Hundred Ninety-Three Thousand Five Hundred Thirty-Five Dollar Forty-Six cents~~ U.S. Dollars (\$1,793,535.46), subject to additions and deductions as provided in this Agreement.
- 2.2 The Agreement Sum is based upon the total sum indicated in Ford AV's proposal identified in Section 1.1 above and the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the COUNTY:
- 2.3 Ford AV will submit invoices according to the following payments milestones:
- i. 5% (\$89,676.77) Kick off meeting & project schedule acceptance.
 - ii. 5% (\$89,676.77) Engineering works (submittals approval)
 - iii. 10% (\$179,353.55) Receipt of Assembly room equipment
 - iv. 15% (\$269,030.32) Assembly room installation, testing & training completion.
 - v. 15% (\$269,030.32) Receipt of Commissioners Court equipment
 - vi. 20% (\$358,707.09) Commissioners Court installation, testing & training completion.
 - vii. 15% (\$269,030.32) As built and final documentation provided.
 - viii. 15% (\$269,030.32) First successful Commissioners Court session
- 2.4 Ford AV will submit an invoice only after COUNTY has provided written acceptance of milestone completion.
- 2.5 The COUNTY, with each payment, may withhold ten percent (10%) retention.
- 2.6 Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the COUNTY to Ford AV when the Work is completed, the Agreement fully performed, and a final Application for Payment has been issued to the COUNTY by Ford AV.
- 2.7 For the sole purpose of purchasing materials for the COUNTY, the COUNTY 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.

ARTICLE 3 - CHANGES IN THE AGREEMENT

- 3.1 The COUNTY, 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 COUNTY and Ford AV. The Agreement Sum shall be changed only by written Change Order.
- 3.2 The cost or credit to the COUNTY from a change in the Work shall be determined by mutual agreement between the COUNTY and Ford AV. Deletions of materials are subject to restock fees and associated freight charges if material or equipment 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 COUNTY per the Texas Prompt Payment Act.

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 the same without cost to the COUNTY for a period of one (1) year from installation and go live. All equipment made 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 first beneficial use of the system by the COUNTY.
- 4.4 Materials or equipment provided by the COUNTY (COUNTY Furnished Equipment or 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 COUNTY. 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.
- 4.6 The Warranty shall neither 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 The 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.), are a responsibility of the COUNTY, or COUNTY's agent(s), and are not included within this warranty agreement. Failure on the part of the COUNTY to perform these routine maintenance functions shall be considered COUNTY neglect by Contractor and shall void this warranty. All required maintenance to be performed by COUNTY should be identified and documented at turnover of final deliverables to COUNTY.
- 4.9 System calibration settings, equalization setting, and other adjustments made during testing performed at the conclusion of the Work and accepted by the COUNTY upon completion of the Work shall be warranted for ninety (90) days from the beginning of the warranty period. Any adjustments made by COUNTY or COUNTY'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 - TERMINATION OF THE AGREEMENT

- 5.1 The COUNTY 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 all costs incurred by Ford AV resulting from termination, including but not limited to custom fabricated materials, less previous payments to Ford AV on account of work performed.

- 5.2 If the COUNTY fails to make payment within a period of sixty (60) days from payment due date as outlined in Article 2, Ford AV may, by seven (7) day advance written notice to the COUNTY, terminate this Agreement and recover from the COUNTY Payment for Work executed and any loss with respect to materials, equipment, tools, and machinery.

ARTICLE 6 - INSURANCE

- 6.1 Ford AV shall purchase and maintain in company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under worker's compensation acts which are applicable or required by Law and shall also include liability and automobile insurance applicable to Ford AV's obligations under this Agreement. Certificates of such insurance shall be made available to the COUNTY upon request by the COUNTY.
- 6.2 The COUNTY will provide a self-insurance letter upon request.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

- 7.1 This Agreement shall be governed by the law and affect in the County of Tarrant, State of Texas, without regard to choice of law provisions.

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 COUNTY, 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 COUNTY. 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.

- 7.2 To the extent permitted by the laws and Constitution of the State of Texas, the COUNTY shall indemnify, save, and hold harmless Ford AV from and against any and claim, suit or legal proceeding related to the performance of this Agreement.

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 COUNTY resulting from such delay caused by any act or neglect of the COUNTY, 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.

- 7.3 The COUNTY 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. Ford AV shall indemnify, save and hold harmless County from any and all claim, suit or legal proceeding arising from the storage of their materials and equipment and performance of their activities as required by this Agreement. In addition, Ford AV shall be solely responsible for insuring their materials and equipment against any loss.
- 7.4 Costs caused by delays, improperly timed activities, or defective construction by other trades or contractors shall be borne by the party responsible.

- 7.5 During the term of this Agreement, the COUNTY shall not, 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.
- 7.6 Neither the COUNTY nor Ford AV shall assign this Agreement without the expressed written consent of the other.
- 7.7 The COUNTY 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.
- 7.8 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 COUNTY and Ford AV will be construed and enforced accordingly.
- 7.9 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.
- 7.10 **Compliance with Laws:** In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations and the Texas Prompt Payment Act. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

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

TARRANT COUNTY

FORD AUDIO-VIDEO SYSTEMS, LLC.

COUNTY REP NAME/TITLE
Tim O'Hare, County Judge

FORD AV REP NAME/TITLE
Greg Bowes, Director of Contracts & Construction

DATE

DATE

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Collist Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



AIA[®] Document A312[™] – 2010

Performance Bond No. 9448061

CONTRACTOR:

(Name, legal status and address)

Ford Audio-Video Systems, LLC
4800 West I-40 Service Road
Oklahoma City, OK 73128

SURETY:

(Name, legal status and principal place of business)

Colonial American Casualty and Surety Company
1299 Zurich Way
Schaumburg, IL 60196

OWNER:

(Name, legal status and address)

Tarrant County, Texas
100 Weatherford Street
Fort Worth, TX 76196

CONSTRUCTION CONTRACT

Date: 7-23-2024

Amount: \$1,793,535.46

Description:

(Name and location)

Integrated audio and video systems and video production for the Commissioner's Court

BOND

Date: 7-24-2024

(Not earlier than Construction Contract Date)

Amount: \$1,793,535.46

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Ford Audio-Video Systems, LLC

SURETY

Company:

Colonial American Casualty and Surety Company

Signature:

Name Greg Edwards

and Title: Dir. of Customer Construction

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name Walter S. Pettit

and Title: Attorney in Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Gallagher Risk Management Services, LLC
615 E. Britton Road
Oklahoma City, OK 73114
918-884-2989

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.



AIA Document A312™ – 2010

Payment Bond No. 9448061

CONTRACTOR:

(Name, legal status and address)

Ford Audio-Video Systems, LLC
4800 West I-40 Service Road
Oklahoma City, OK 73128

OWNER:

(Name, legal status and address)

Tarrant County, Texas
100 E. Weatherford Street
Fort Worth, TX 76196

CONSTRUCTION CONTRACT

Date: 7-23-2024

Amount: \$1,793,535.46

Description:

(Name and location)

Integrated audio and video systems and video production for
the Commissioner's Court

BOND

Date: 7-24-2024

(Not earlier than Construction Contract Date)

Amount: \$1,793,535.46

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Ford Audio-Video Systems, LLC

SURETY

Company:

(Corporate Seal)

Signature:

Name: *Gregory...*

and Title: *Dir. of Contract Administration*

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name: *Walter S. Pettit*

and Title: Attorney in Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Gallagher Risk Management Services, LLC
615 E. Britton Road
Oklahoma City, OK 73114
918-884-2989

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Walter S. PETTIT, Karen L. THEISS, Raina A. PAGE, Richard A. HORTON, Caleb HERRERA of Oklahoma City, OK, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of December, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

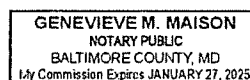
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 15th day of December, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of July, 2024.



Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond No. 9448061

RIDER

To be attached to and form a part of Performance and Payment Bond, No. 9448061
dated the 24th day of July, 2024 issued by
Colonial American Casualty and Surety Company as Surety, on behalf of
Ford Audio-Video Systems LLC, as Principal,
in the penal sum of One million, seven hundred & ninety-three thousand, five hundred & thirty-five dollars and 46/100
Dollars (\$ 1,793,535.46), and in favor of Tarrant County Texas

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Adding Zurich American Insurance Company as a co-surety

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 24th day of July, 2024

Signed, sealed and dated this 7th day of August, 2024

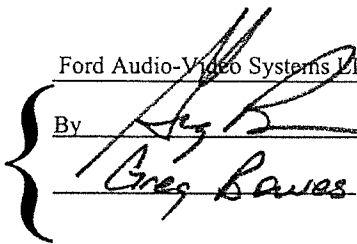
ATTEST:

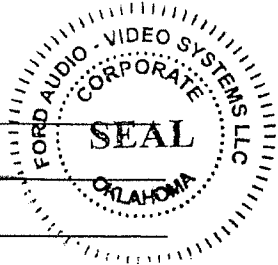


PRINCIPAL

Ford Audio-Video Systems LLC

By

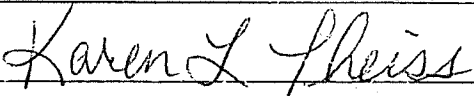




Colonial American Casualty and Surety Company

ACCEPTED:

By



Karen L Theiss, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Walter S. PETTIT, Karen L. THEISS, Raina A. PAGE, Richard A. HORTON, Caleb HERRERA of Oklahoma City, OK, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

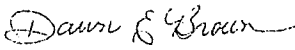
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of December, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President

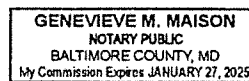

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of December, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of August, 2024.



A handwritten signature in cursive script, reading "Thomas O. McClellan".

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790