

## Preventative Maintenance Agreement

With

Webb County Courthouse, Laredo, TX

### A. INTRODUCTION

This preventative maintenance agreement provides a description of the methods used and services provided under the Ford AV Preventative Maintenance Program.

1. The facility covered by this agreement:  
  
Web County Courthouse  
100 Houston Street  
Laredo, TX 78040
2. Audio-video equipment listed in Attachment B is covered by this agreement.
3. Scheduled Preventative Maintenance (PM) - two (2) visits per year

### B. MAINTENANCE PROGRAM SCOPE OF WORK

1. Ford AV will perform two (2) pre-scheduled service call for the purpose of conducting routine preventative maintenance (PM) and to check the general operation of equipment. A list of the equipment covered under preventative maintenance visits is listed in Attachment B. Each PM service call will be scheduled in advance with the customer and does not include expendable materials used (e.g. light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming.

During the PM service call Ford AV shall perform the following tests and document the results, if applicable.

- a. Video equipment shall be visually inspected and tested for system capabilities.
- b. Speakers and subwoofers shall be audibly inspected and tested to verify proper operation.
- c. Amplifiers and processors shall be visually and audibly inspected and tested to verify operation.
- d. Audio-video inputs and outputs shall be tested and verified for correct operation.
- e. Video projectors shall be visibly inspected and tested to verify operation. Ford AV shall check and adjust alignment, source synchronization, color and contrast, projector lens alignment, clean projector lenses and replace filters. Ford AV shall record and report projector lamp hours.
- f. General system checks shall include a full check of the operation of your audio-video control systems. Ford AV shall refresh menu systems, update firmware, clean external chassis, inspect all cables and cords, and clean all contacts.

- g. After the preventative maintenance visit has been completed, a report shall be sent in the event any equipment is found to be defective or improperly operating. The report shall also include recommendations for system upgrades or expansion if applicable.
  - h. If fees are incurred to ship AV equipment to and/or from a manufacturer or other repair facility, the shipping charges and nominal handling fees shall be billed to the Customer.
  - i. Free telephone support is included.
  - j. Video conferencing equipment such as codecs, cameras, and other system components must carry an agreement for services between the manufacturer and the customer in order to receive videoconferencing service from Ford AV.
2. Customer shall provide a list of personnel authorized to answer questions and to obligate the customer if additional services are requested or necessary. The contact shall be personally available to meet with the Ford AV technicians and engineers and have adequate knowledge of the equipment and systems to be serviced. The contact person shall provide access to all areas and equipment rooms requiring service. A list of the authorized persons is listed in Attachment A.

C. SERVICES PROVIDED BEYOND THE PREVENTATIVE MAINTENANCE AGREEMENT

1. EQUIPMENT AND MATERIALS

In the event that a piece of equipment needs to be replaced or added that is not covered under the extended warranty, and the replacement is authorized by the customer, the cost of the materials shall be individually and separately invoiced to the customer. The price of the equipment, materials and consumables shall be invoiced to the customer based upon Ford AV's cost plus 20%, cost shall include ground shipping, labor and other expenses required to purchase the materials. Ford AV shall notify the customer of the price prior to purchasing.

2. LABOR PROVIDED BEYOND THE AGREEMENT

A Ford AV service technician will be dispatched to the customer's site as soon as possible. The customer shall receive priority in the scheduling of services covered in this agreement. Service issues will be assessed upon technician's arrival on-site and the appropriate measures will be taken to solve the problem.

Any services requested by the customer beyond the PM Agreement shall be invoiced individually and separately to the customer.

Upon receiving a non-warranty service request from the customer, Ford AV will provide a technician or engineer on-site at the labor rates listed below.

The customer shall receive a labor rate that is discounted and less than Ford AV standard rates.

The discounted labor rates are as follows:

Technician:

- a. On-site labor \$100.00 per hour
- b. Overtime labor (after 5:00 PM and Saturdays) \$150.00 per hour

- c. Double time labor (after 12:00AM, Sundays and Holidays) \$200.00 per hour
- d. Travel time will be charged at \$40.00 per trip
- e. Mileage will be charged at .65 per mile

Engineer:

- a. On-site labor \$140.00 per hour
- b. Overtime labor (after 5:00 PM and Saturday) \$210.00 per hour
- c. Double time labor (after 12:00AM, Sundays and Holidays) \$280.00 per hour
- d. Travel time will be charged at \$60.00 per trip
- e. Mileage will be charged at .65 per mile

3. TRAVEL

In the event a technician or engineer is required from another Ford AV service location, air fare, lodging, per diem and transportation will be charged. Ford AV will obtain prior approval from the customer before authorizing additional travel expenses.

4. OTHER EXPENSES

If scaffolding, lifts, or other miscellaneous rentals or expenses are required to perform any non-warranty work, Ford AV will obtain customer's approval prior to providing the equipment.

5. OTHER WORK PERFORMED

At the request of the customer, Ford AV will perform engineering, installation, and service of audio, video, and lighting systems that are outside the scope of this agreement. All work will be invoiced separately.

D. CALCULATION OF COSTS

Scheduled Preventative Maintenance (PM) - two (2) visits per year

SERVICE AGREEMENT

Quantity	Description	Price	Extension
1	PREVENTATIVE MAINTENANCE AGREEMENT		
		PM Agreement:	1,956.00
		Sales Tax*:	.00
		Total Amount:	1,956.00

\*TAXES: All taxes are the responsibility of the Customer. If a tax is charged to Ford AV, the Customer will be responsible for reimbursing Ford AV for this cost.

E. SUGGESTED SPARE EQUIPMENT

Spare parts and consumables may help expedite the repair process and Ford AV recommends that spare parts and consumables be purchased by the Customer. If purchased, spare parts will be stored at the customer facility. No spare equipment, parts or consumables are included with this agreement.

F. DURATION OF AGREEMENT

The term of this agreement is for twelve (12) months beginning 9/1/15 and ending 8/31/16. The agreement will automatically renew at the end of the twelve (12) month period unless cancelled by either party.

G. FORD AV CONTACT INFORMATION

To initiate a request for service or to request information, please refer below for Ford AV service contact information.

Service Center:  
800-654-6744  
service@fordav.com

H. NON-HIRE

Customer and Ford AV mutually agree that because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

I. EXCLUSIONS

The following are excluded from this agreement

1. Acts of Nature
2. Equipment failure that is a result of negligence, modifications or work performed by others or personnel not authorized by Ford AV during the period of this agreement.

Thank you for the opportunity to submit this preventative maintenance agreement. Please call me if you would like further explanation of anything contained in this agreement.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Tommy Keen  
Service Support

Voice: 800-654-6744  
E-mail: keent@fordav.com  
Website: www.fordav.com

**AGREEMENT FOR PREVENTATIVE MAINTENANCE**

**Between**

**WEBB COUNTY COURTHOUSE**

**And**

**FORD AUDIO-VIDEO SYSTEMS, LLC**

The price for the services described in Section D of this agreement is: **\$1,956.00**

1. **TERMS**

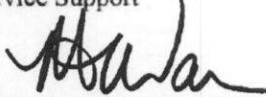
- a. Payment is due, in full, upon receipt of invoice.

Submitted By:

FORD AUDIO-VIDEO SYSTEMS, LLC



Tommy Keen  
Service Support



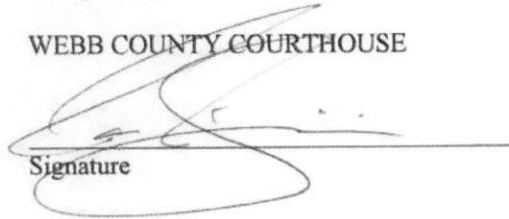
Mitch Warren, P.E.  
Division Manager

9/1/15

Date

Accepted By:

WEBB COUNTY COURTHOUSE



Signature

Printed Name & Title

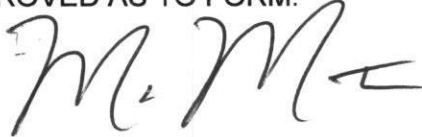
Date

ATTEST:

  
Margie Ramirez Ibarra  
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**

**ATTACHMENT A – Customer Authorized Personnel**

Customer authorized personnel to request service:

Name	Phone	Email Address
Manny Rodriguez	956-523-4998	emrodriguez@webbcountytx.gov
Larry Sanchez	956-523-4995	larry.sanchez@webbcountytx.gov
Amelia Martinez	956-523-4997	asmartinez@webbcountytx.gov

### ATTACHMENT B – Equipment List

Equipment covered by this agreement was previously installed by Ford AV on job numbers 1307317:

**Job#: 1307317 WEBB COUNTY COURTHOUSE SSC Date 9/20/2013**

1	AJA	3GDA	AMP,RECLOCKING VIDEO 3CH DA
1	AJA	FS1	CONV,SD/HD AUD/VID FRAME
2	AJA	KIPRORACK	NEW-RACKMOUNT DIGITAL FILE REC
4	AJA	KISTOR250	RECO,250GB HDD STARAGE MODULE
2	AJA	R20DA	AMP.DA,1X8, SDI
1	APAN	US3000	VIDE,SCALER,VIDEO
5	BIAM	AEC-2HD	CARD,2 CHNL,ECHO CANCELING
1	BIAM	AUDIAFLXCM	DSP,AUDIA FLEX CHASSIS W/COBRA
1	BIAM	IP-2	CARD,2 CHAN INPUT,AUDIAFLEX
3	BIAM	OP2E	CARD,2CHAN MIC/LINE OUTPUT,INS
1	BIAM	TI-2	CARD,2CH,TELEPHONE,INTERFACE,C
3	BLAC	HDL SMTVDUO	HDL SMTVDUO DUO INTEL SDI
1	COMP	COMPACTCG	BRDCST GRPH SYST;HDSDI,SING.CH
1	CRES	CNX-B8-W-T	AV,KEYPAD,8BUTT,WHITE
1	CRES	CP3	CONTROL SYSTEM, OVER NETWORK
1	CRES	DM-MD8X8	AV,DM,MEDIA DISTRIBUTION CTR
3	CRES	DMC-C	CARD,DM,IN:2 8GSTP,2POE,1HDMI
1	CRES	DMC-HD	CARD,DM,IN:1,HDMI,1USB,AUDIO
1	CRES	DMC-SDI	CARD,SDI INPUT FOR DM SWITCHER
1	CRES	DMCO-33	CARD, DM OUTPUT, 4 HDMI
1	CRES	DMCO-55	CARD,4 DM 2 HDMI OUTPUT,8G
2	CRES	DMCVIDRCAA	CARD, INPUT, RCA
3	CRES	DMRMCSCALE	RECE, DM, 8G+, W/ SCALER
1	CRES	DMTX200C2G	ACCE,DM 8G+ WALL PLATE TX 200
2	CRES	DMTX201C	TRAN,DM,HDMI + RGB INPUTS
1	CRES	TSW1050BS	DISP,TOU,10" BLACK, SMOOTH
1	CRES	TSW1050TKB	ACCE,DOCK STATION TABLE TOP KI
2	EXTR	60-583-11	AV,MNT FRM,1GNG,MAAP,CPM101 BK
1	EXTR	60-692-20	AV,AUDIO,DA,DA6
1	KRAM	VM-8H	AMP.DA,1:8 HDMI DA
1	LG	24EN33VW-B	DISP,LED,23.6",1920X1080P
2	LG	60PN530P	DISP.PLA,60",TV,1080P,2YR WARR
5	LG	E2210T-BN	DISP,22"LED,1680X1050 50K,DVID
1	NETG	FS726TPNA	DATA,24PORT,10/100,POE
1	PANA	AV-HS410	COMPACT LIVE SWITCHER
4	PANA	AW-HE60SN	CAME,PTZ,HD/SDI,RS422,IP CONTR
1	PANA	AWRP50NJ	ACCE,CONTROLLER,PTZ CAMERA
1	SHUR	MX418SE/C	MIC,18"GOOSENECK,SIDE EXT CBL
1	SONY	BDPS3100	BLU,DVD,1080P,HD VIDEO