

102 West Austin Street, Suite 205
Jefferson, Texas 75657



(903) 665-3261
Fax (903) 665-8732

Hon. Leward J. LaFleur
Marion County Judge

Commissioner J.R. Ashley
Commissioner Ralph Meisenheimer

Commissioner Jacob Pattison
Commissioner Gered R. Lee

Notice is hereby given that the next meeting of the Marion County Commissioners Court will be held on the 11th August, 2023 at 9:00 a.m. in the County Courthouse, County/ District Courtroom, 102 W. Austin 3rd Floor, Jefferson, TX and that the following subjects will be discussed:

1. Budget Workshop.
2. Tax Assessor-Collector to submit estimated collections rate for tax year 2023.
3. Discuss proposed Tax Rate.
4. Vote on proposed Tax Rate.
5. Discuss and approve setting time and date for Archive Public Hearing.
6. Discuss and approve setting time and date for Budget Public Hearing and Adoption.
7. Discuss and approve setting time and date for Tax Rate Public Hearing and Adoption.
8. Consider for approval Firetrol Protection Systems proposal for Fire Alarm System Replacement and Elevator Connection in the Jail and Annex through BuyBoard Contract #654-21 at \$64,850.00 per Local Government Code 262.024 (a) (1) using LATCF Revenue authorizing County Judge to sign proposal agreement and contracts.


Leward J. LaFleur
County Judge
Marion County, Texas

CLERK FOR RECORD
23 AUG - 7 AM 8:59
CO. CLERK
BY: DM DEPUTY

MINUTES OF MARION COUNTY COMMISSIONERS' COURT**AUGUST 11, 2023**

The Commissioners' Court of Marion County met in Special Session at 9:00 a.m. on August 11, 2023. All members present with County Judge Leward LaFleur presiding.

J.R. (JOHN ROSS) ASHLEY, COMMISSIONER, PRECINCT # 1
JACOB PATTISON, COMMISSIONER, PRECINCT #2 - ABSENT
RALPH MEISENHEIMER, COMMISSIONER, PRECINCT # 3
GERED R. LEE, COMMISSIONER, PRECINCT#4

ITEM NO. 1**BUDGET WORKSHOP**

Discussion only. No action taken.

ITEM NO. 2**TAX ASSESSOR-COLLECTOR TO SUBMIT ESTIMATED COLLECTIONS RATE
FOR TAX YEAR 2023.**

Discussion only
Exhibit "A"

ITEM NO. 3**DISCUSS PROPOSED TAX RATE**

Discussion only

ITEM NO. 4**ORDER TO ACCEPT THE NEW PROPOSED TAX RATE FOR 2023 .4485552 IN THE
GENERAL FUND AND 0.0737386 FOR THE ROAD AND BRIDGE FUND FOR A
TOTAL RATE OF 0.5222938.**

Motion by Ashely, seconded by Meisenheimer. All members present voted Aye. Motion carried
3-0.

ITEM NO. 5**ORDER TO HAVE THE ARCHIVE HEARING AT 9:00 A.M. IN THE JUSTICE COURTROOM, ANNEX BUILDING ON AUGUST 28, 2023.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

ITEM NO. 6**ORDER TO HAVE THAT MEETING BUDGET PUBLIC HEARING MEETING AT 9:15 A.M. IN THE JUSTICE COURTROOM, ANNEX BUILDING ON AUGUST 28, 2023**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 3-0.

ITEM NO. 7**ORDER TO APPROVE THE TAX RATE PUBLIC HEARING AT 9:30 A.M IN THE JUSTICE COURTROOM, ANNEX BUILDING ON AUGUST 28, 2023.**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0.

ITEM NO. 8**ORDER TO APPROVE THE BILL OF 66, 450.00 FOR THE ANNEX ELEVATOR FIRE ALARM CONNECTION AND ALLOW THE COUNTY JUDGE TO SIGN.**

Motion by Ashley, seconded by Lee. All members present voted Aye. Motion carried 3-0.

Exhibit "B"

ADJOURN**ORDER TO ADJOURN**

Motion by Ashley, seconded by Meisenheimer. All members present voted Aye. Motion carried 3-0. Meeting adjourned at 9:32 a.m.

There being no further business brought to the attention of the Commissioners' Court, it is ordered that the Commissioners' Court of Marion County, Texas, adjourn and stand adjourned until the next Regular Session, unless and until called together in Special Session before that time

I attest to the accuracy of
the foregoing minutes.

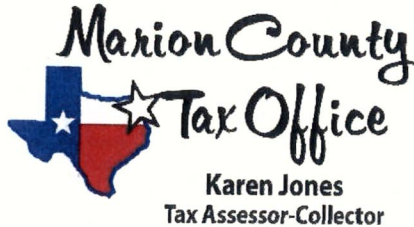


COUNTY CLERK



COUNTY JUDGE

NOTE: ALL REPORTS, LETTERS OR OTHER ATTACHMENTS MENTIONED IN THE ABOVE MINUTES ARE ON FILE IN THE OFFICE OF THE COUNTY CLERK



Karen G. Jones, PCC, CTOP, PCAC
 Tax Assessor-Collector
 P.O. Box 907
 119 W Lafayette
 Jefferson, TX 75657
 Phone: (903)665-3281 Fax: (903)665-3132
 email: karen.jones@co.marion.tx.us

SUBMISSION OF APPRAISAL ROLL

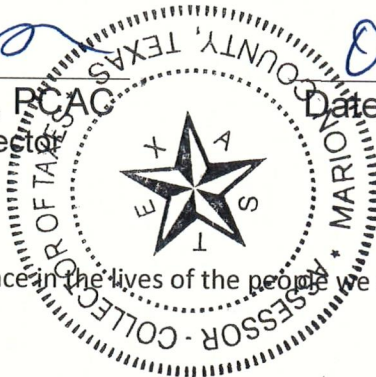
I, Karen G. Jones, PCC, CTOP, PCAC, Tax Assessor-Collector for Marion County, do hereby submit to the governing body of the **MARION COUNTY** the 2023 Certified Appraisal Roll per Texas Property Tax Code, Section 26.04 (b).

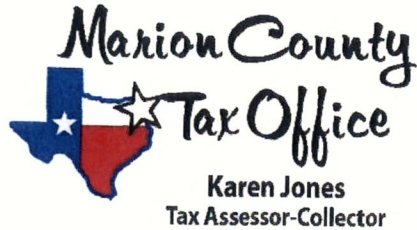
2023 CERTIFIED APPRAISAL ROLL INFORMATION:

TOTAL APPRAISED VALUE	\$1,751,786,612
TOTAL ASSESSED VALUE	\$1,006,635,451
TOTAL TAXABLE VALUE	\$933,551,101
TOTAL TAXABLE - NEW PROPERTY	\$12,254,630

Karen G. Jones
 Karen G. Jones, PCC, CTOP, PCAC
 Marion County Tax Assessor-Collector

08/07/23
 Date





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SUBMISSION OF APPRAISAL ROLL

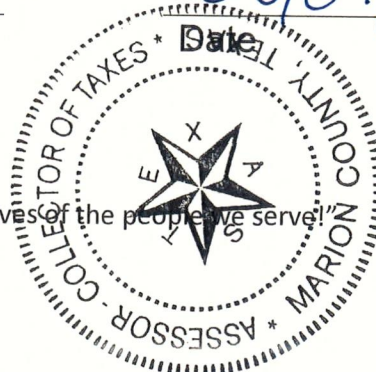
I, Karen G. Jones, PCC, CTOP, PCAC, Tax Assessor-Collector for Marion County, do hereby submit to the governing body of the **MARION COUNTY ROAD AND BRIDGE** the 2023 Certified Appraisal Roll per Texas Property Tax Code, Section 26.04 (b).

2023 CERTIFIED APPRAISAL ROLL INFORMATION:

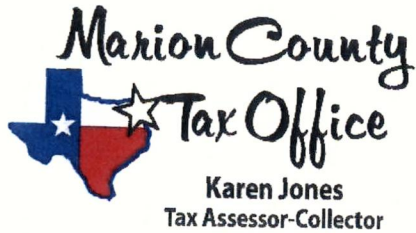
TOTAL APPRAISED VALUE	\$1,751,786,612
TOTAL ASSESSED VALUE	\$1,006,635,451
TOTAL TAXABLE VALUE	\$925,368,191
TOTAL TAXABLE - NEW PROPERTY	\$12,219,740

Karen G. Jones, PCC, CTOP, PCAC
 Marion County Tax Assessor-Collector

08/07/23



"Making a difference in the lives of the people we serve!"



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 Jefferson, TX 75657
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 email: karen.jones@co.marion.tx.us

SUBMISSION OF COLLECTION RATE

I, Karen G. Jones, PCC, CTOP, PCAC, Tax Assessor-Collector for Marion County, do hereby submit to the governing body of the **MARION COUNTY** the 2023 certified anticipated collection rate and any excess debt collections per Texas Property Tax Code, Section 26.04 (b), (h), (h-1) and (h-2).

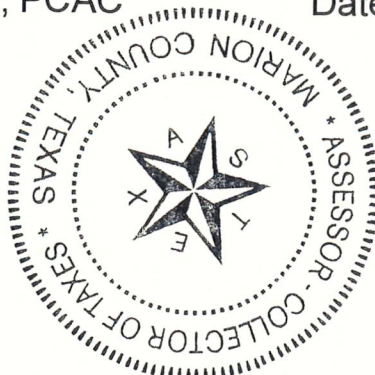
2022 CERTIFIED COLLECTION RATE: 109.48%

CERTIFIED EXCESS DEBT COLLECTIONS: NO DEBT

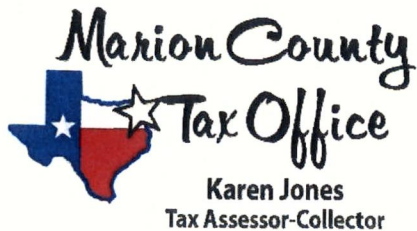
08/07/2023

Karen G. Jones, PCC, CTOP, PCAC
 Marion County
 Tax Assessor-Collector

Date



"Making a difference in the lives of the people we serve!"



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SUBMISSION OF COLLECTION RATE

I, Karen G. Jones, PCC, CTOP, PCAC, Tax Assessor-Collector for Marion County, do hereby submit to the governing body of the **MARION COUNTY ROAD AND BRIDGE** the 2023 certified anticipated collection rate and any excess debt collections per Texas Property Tax Code, Section 26.04 (b), (h), (h-1) and (h-2).

2022 CERTIFIED COLLECTION RATE: 110.67%

CERTIFIED EXCESS DEBT COLLECTIONS: NO DEBT

Karen G. Jones, PCC, CTOP, PCAC
Marion County
Tax Assessor-Collector

08/07/2023
Date



"Making a difference in the lives of the people we serve!"



	GENERAL FUND	ROAD AND BRIDGE
2023 NNR TAX RATE	0.4285552	0.0537386
2022 VOTER-APPROVAL TAX RATE	0.5148066	0.0562669

This is the third year that we can start banking the Unused Increment Rate (the difference between the Adopted Rate and the Voter Approval Rate) to increase our Voter Approval Rate.

	TOTAL RATE
2022 NNR RATE	0.4829194
2022 VOTER-APPROVAL RATE (excluding UIR)	0.5081685
2022 VOTER-APPROVAL RATE (including UIR)	0.6338430
DE MINIMIS RATE	0.5496203


 Karen G. Jones, PCC, CTO, PCAE
 Marion County Tax Assessor-Collector



2023 Governing Body Summary #2A*
Tax Increase Compared to No New Revenue Tax Rate
MARION COUNTY

Date: 08/10/2023 05:29 PM

INCREASE IN CENTS PER \$100	TAX RATE PER \$100	TAX LEVY**	ADDITIONAL TAX LEVY***
0.00	\$0.4822938	\$3,906,533	
0.50	\$0.4872930	\$3,947,033	\$40,493
1.00	\$0.4922930	\$3,987,532	\$80,992
1.50	\$0.4972930	\$4,028,032	\$121,492
2.00	\$0.5022930	\$4,068,532	\$161,992
2.50	\$0.5072930	\$4,109,031	\$202,491
3.00	\$0.5122930	\$4,149,531	\$242,991
3.50	\$0.5172930	\$4,190,030	\$283,490
4.00	\$0.5222930	\$4,230,530	\$323,990
4.50	\$0.5272930	\$4,271,030	\$364,490
5.00	\$0.5322930	\$4,311,529	\$404,989
5.50	\$0.5372930	\$4,352,029	\$445,489
6.00	\$0.5422930	\$4,392,528	\$485,988
6.50	\$0.5472930	\$4,433,028	\$526,488
7.00	\$0.5522930	\$4,473,527	\$566,987
7.50	\$0.5572930	\$4,514,027	\$607,487
8.00	\$0.5622930	\$4,554,527	\$647,987
8.50	\$0.5672930	\$4,595,026	\$688,486
9.00	\$0.5722930	\$4,635,526	\$728,986
9.50	\$0.5772930	\$4,676,025	\$769,485
10.00	\$0.5822930	\$4,716,525	\$809,985
10.50	\$0.5872930	\$4,757,025	\$850,485
11.00	\$0.5922930	\$4,797,524	\$890,984
11.50	\$0.5972930	\$4,838,024	\$931,484
12.00	\$0.6022930	\$4,878,523	\$971,983
12.50	\$0.6072930	\$4,919,023	\$1,012,483
13.00	\$0.6122930	\$4,959,522	\$1,052,982
13.50	\$0.6172930	\$5,000,022	\$1,093,482
14.00	\$0.6222930	\$5,040,522	\$1,133,982
14.50	\$0.6272930	\$5,081,021	\$1,174,481
15.00	\$0.6322930	\$5,121,521	\$1,214,981
15.50	\$0.6372930	\$5,162,020	\$1,255,480
16.00	\$0.6422930	\$5,202,520	\$1,295,980
16.50	\$0.6472930	\$5,243,020	\$1,336,480
17.00	\$0.6522930	\$5,283,519	\$1,376,979
17.50	\$0.6572930	\$5,324,019	\$1,417,479
18.00	\$0.6622930	\$5,364,518	\$1,457,978
18.50	\$0.6672930	\$5,405,018	\$1,498,478
19.00	\$0.6722930	\$5,445,517	\$1,538,977
19.50	\$0.6772930	\$5,486,017	\$1,579,477
20.00	\$0.6822930	\$5,526,517	\$1,619,977

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to no-new-revenue tax rate.



FIRETROL
Protection Systems

Exhibit "B"

2134 Anthony Dr.
Tyler, TX 75701
903-526-0000

305

Firetrol Protection Systems, Inc.

One Source *Fire and Security Solutions*

Fire Sprinkler & Alarm Systems * Fire Extinguishers * Clean Agent Systems * Industrial Detection & Suppression Systems * Nurse Call Systems
Security Systems * CCTV Systems * Access Control System * Intercom /PA /Mass Notification * Monitoring Services
Licenses #'s SRC-G-0292 * ACR-1751168 * ECR-1751432 * B-13372

Bid Proposal

August 10, 2023

To: Marion County Jail
114 W. Austin
Jefferson, Texas 75657

Reference: Fire Alarm System Replacement and Elevator Connections

Firetrol Protection Systems will provide design, materials, and equipment and installation labor for the fire alarm system. The following amount does not include sales and/or use tax, if applicable. Our price includes work described on the scope of work listed below. All work will be performed in accordance with the standards of the National Fire Protection Association, and subject to the acceptance and inspection of the Local Fire Marshall's Office. Our Proposal is valid for 30 days. If you have any questions regarding this proposal, please feel free to contact me at 903-526-0000 or jgoggans@firetrol.net. You may authorize us to perform the work described by signing the approval below & email jgoggans@firetrol.net.

SCOPE OF WORK:

Jail Building Addressable Fire Alarm System

- The Fire Alarm System manufacturer will be Notifier by Honeywell.
- The Fire Alarm System will be installed in accordance with the Fire Alarm Industry standards.
- The proposal includes replacing the existing fire alarm panel and existing devices and installing additional devices.
- Provide and install a new fire alarm system throughout the building as per plan sheets. Installation will include new fire alarm control panel with smoke control capability, cellular communicator, pull stations, smoke detection, control relay for access control system, smoke zones, and notification devices.
- Proposal includes elevator control relays. Owner to provide coordinate and cover all elevator service provider connections cost to fire alarm system.
- The proposal includes smoke control switches in fire alarm control panels to be connected to existing smoke controls connection.
- Installation **does include** plenum fire rated cable to be installed "open air" above ceiling and supported by J-hooks attached to structure.
- Installation includes design, materials, cable, cable supports, programming, testing and associated labor.
- We will Commission system with local Authority Having Jurisdiction.
- This Proposal includes a **one (1)** year Standard Parts and Labor Warranty.
- We acknowledge Addendum 1.
- We will provide and install the following equipment:
 - 1 – Notifier Fire Alarm Control Panel with cellular communicator located as per plans
 - 1 – Document Box located at Fire Alarm Control Panel as required per NFPA 72
 - 3 – Notifier Addressable Pull Station
 - 33 – Notifier Addressable Smoke Detectors
 - 15 – Smoke Detectors Security Covers
 - 3 – Notifier Addressable Control Relay for Smoke Zone
 - 4 – Notifier Addressable Control Relays for AHU
 - 3 – Notifier Addressable Control Relays for Elevator Controls
 - 6 – Ceiling Strobe only Ceiling Mount Notification Devices
 - 10 – Ceiling Mount Horn Strobe Notification Device
 - 1 – Ditek Surge Protectors as required per code

- 2 – 12vdc 7ah Batteries
- 1 – Lot of Fire Alarm Plenum 16ga SLC Cable
- 1 – Lot of Fire Alarm Plenum 14ga NAC Cable
- 1 – Lot of Cable Hook Supports
- 1 – Lot of Conduit and Boxes
- 1 – Fire Alarm System Design, Submittals, and O&M's

Annex Building Elevator Connections

- The Fire Alarm devices manufacturer will be Notifier by Honeywell.
- The Fire Alarm System will be installed in accordance with the Fire Alarm Industry standards.
- Provide and install new fire alarm devices to connect the existing Annex elevator to the jail new fire alarm system. Installation will include new smoke detection, control relay for access control system, smoke zones, and notification devices.
- Proposal includes elevator control relays. Owner to provide coordinate and cover all elevator service provider connections cost to fire alarm system.
- Installation **does include** plenum fire rated cable to be installed "open air" above ceiling and supported by J-hooks attached to structure.
- Installation includes design, materials, cable, cable supports, programing, testing and associated labor.
- We will Commission system with local Authority Having Jurisdiction.
- This Proposal includes a **one (1)** year Standard Parts and Labor Warranty.
- We will provide and install the following equipment:
 - 3 – Notifier Addressable Smoke Detectors
 - 4 – Notifier Addressable Control Relays for Elevator Controls
 - 1 – Lot of Fire Alarm Plenum 16ga SLC Cable
 - 1 – Lot of Cable Hook Supports
 - 1 – Lot of Conduit and Boxes
 - 1 – Fire Alarm System Design, Submittals, and O&M's

Clarifications and Exclusions:

- Due to the current global supply chain issues and its effect on most of our suppliers, Firetrol will not be held liable for any damages for any delays caused by product availability. Firetrol will do its best to secure all material and equipment required immediately upon approval of all submittals.
- Our price includes that described in the above scope of work. This proposal is based on material prices on the date of the bid and does not include any cost for material escalation. Material pricing will be re-evaluated at the time the job has been designed and is ready for installation. All work will be performed in accordance with the standards of the National Fire Protection Association and subject to the acceptance and inspection of the Local Fire Department.
- This Proposal **does not include** 120vac work. All dedicated 120vac to be provided by others and final connections will be the responsibilities of others.
- Mechanical Contractor to provide AHU, SSF and SEF contact point wiring to Fire Alarm relays from controlled device for activity connections as needed.
- This Proposal **does include** conduit, raceways, sleeves, wire mold, rough-in boxes, back boxes, tile bridges, etc. to inter-connect the equipment as required, Item to be provided and install by the **others**.
- This Proposal **does include** T-bar assemblies for devices mounted in drop tile to be installed by Firetrol.
- This Proposal **does not include** access panels or penetrations, cutting, or coring. These items shall be provided and installed by **others**.
- This Proposal **does not include** painting, patching, sheetrock repairs, etc. for areas where existing device have been removed. This work shall be provided by **others**.
- This Proposal **does include** fire stopping for penetrations by Firetrol only.
- This Proposal **does not include** lifts, scaffolding, etc. for access to high areas. Any specialty lifts or scaffolding will be provided by **others**.
- All H.V.A.C./Electrical wiring, interlock wiring and power wiring as may be required to interface or power other building systems not provided. Firetrol will provide relays and monitoring modules as required by specifications to be connected by others.
- This Proposal **does not include** premium time; overtime or holiday work required as a result of project delays created by others.
- Submittal drawing work is based on availability of AutoCAD compatible drawings from the **Owner**. If CAD drawings are not available, Firetrol reserves the right to request additional compensation for floor plan drawing development. Submittal drawing lead time is **5** weeks from date of contract award.
- This Proposal **does not include** sales and/or use tax if applicable.
- This Proposal **does include** applicable permits.
- This Proposal **does include** performance or payment bonds.

- Cancellation Charges, in the event of project cancellation after award, Firetrol Protection Systems will invoice for any costs in place (i.e., engineering, project management, material returns, etc.).
- This Proposal includes a **one (1)** year Standard Parts and Labor Warranty.
- Terms and conditions of the Owner's Purchase Order/Contract shall be subject to review. Final agreement to terms shall be by written agreement between the Contractor and Firetrol Protection Systems and be based on Firetrol Protection Systems Standard Terms and Conditions (available upon request) or a contract in like nature to a standard AIA subcontract document.
- Any additions or changes per local authority having jurisdiction, owner, or architect not shown on plans or listed above will be addressed as a change order. All change orders will be in writing and signed before additions or changes are carried out.
- This Proposal does not include fire watches if required.
- Monitoring fees are not included in the price below. (See General Monitoring Information below)

(General Monitoring Information)

- Firetrol Protection Systems can provide monitoring for fire alarm systems, security systems and monitoring elevators emergency phone. Contact a Firetrol Protection Systems Representative for information on monitoring agreements. Monitoring fees for Fire Alarm System Monitoring – \$540.00 a year with a three year monitoring agreement.

Jail - Addressable Fire Alarm System:

\$53,000.00 – Fifty Three Thousand Dollars and No Cents.

Annex Elevator Fire Alarm Connections:

\$11,850.00 – Eleven Thousand, Eight Hundred, and Fifty Dollars and No Cents.

Performance and Payment Bonds: \$1,600.00

Total of All Listed Above: \$ 66,450.00

Important Notice to Customer

In accepting this proposal, Customer agrees to the terms and conditions herein including those on attached memo, of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the customer and such changes shall be authorized in writing.

Sincerely,



James Goggans

Firetrol Protection Systems, Inc.

jgoggans@firetrol.net

Accepted By:

Signature/Printed Name: Leward J LaFleur

Title: Marion County Judge

Date: August 11, 2023

P.O. #: not needed

Please forward tax exemption forms with this approved proposal if applicable.

General Terms & Conditions**ENTIRE CONTRACT**

The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT

Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

PAYMENT

Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

DELAYS

Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

EXCAVATION

In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

SITE FACILITIES

Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS

While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for service, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for service at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

INTERFERENCE'S

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

LIMITATIONS OF LIABILITY

The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economical damage of any character, including but not limited to loss of use of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

WARRANTY

Seller agrees that for a period of one (1) year after completion of said service it will, at its expense, repair or replace defective materials or workmanship supplied or performed during this service/repair by Seller. Upon completion of the service work, the system will be turned over to the Purchaser fully inspected, tested, and in operative condition. As it is thereafter the responsibility of the Purchaser to maintain it in operative condition, it is understood that the Seller does not guarantee the operation of the system. Seller further warrants the products of other manufacturers supplied hereunder, to the extent of the warranty of the respective manufacturer but no longer than one-year. ALL OTHER EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS OR OTHERWISE ARE HEREBY EXCLUDED.

MODIFICATIONS AND SUBSTITUTIONS

Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this contract providing that the modifications or substitutions will not materially affect the performance of the material, or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY

Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

ASSIGNMENT

Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS

Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

PRICES

In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

LEGAL NOTICE

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS

Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITION/TECHNICAL SPECIFICATIONS

The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

ARBITRATION

At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California.

OVERTIME

Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

PROPRIETARY DATA

All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

DEFAULT

In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGE

No charges shall be levied by the Purchaser against the Seller unless (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/ clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.