

AGENDA
CITY OF TAYLOR, TEXAS
TAX INCREMENT FINANCING (TIF) #1 BOARD MEETING
TAYLOR CITY HALL CONFERENCE ROOM, 400 PORTER STREET
MAY 15, 2024, 5:00 PM

I. CALL TO ORDER AND DECLARE A QUORUM

II. CITIZEN COMMUNICATION

III. CONSENT AGENDA

1. Review and approve the March 26, 2024 meeting minutes

IV. REGULAR AGENDA - NEW BUSINESS

2. Review and consider taking action on a Fire Suppression Grant for 106 Porter Street - the Heidenheimer Warehouses

V. REGULAR AGENDA - CONTINUING BUSINESS

3. Items for upcoming meeting agendas.

VI. ADJOURN

The Board or Commission may vote and/or act upon each of the items listed on this Agenda. The Board or Commission reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act. I certify that the notice of the meeting was posted in the Taylor City Hall Lobby for at least 72 continuous hours before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

Posted by: _____ Date: _____
Jan Harris, Main Street Manager

MINUTES

City of Taylor, Texas

TAX INCREMENT FINANCING (TIF) #1 BOARD MEETING
TAYLOR CITY HALL CONFERENCE ROOM
March 26, 2024; 5 pm

MEMBERS PRESENT: John McRae, Jeff Snyder, Ruth Rivera, Alyse Mervosh, Jennifer Lopez, Ed Komandosky, and Chair Doug Moss

MEMBERS ABSENT: Jina Self and Curie Humphreys

STAFF PRESENT: Jan Harris, Main Street Manager

- I. CALL TO ORDER AND DECLARE A QUORUM – Chairperson Moss called the TIF #1 meeting for March 26, 2024 to order at 5.01 pm with a quorum present.
- II. CITIZEN COMMUNICATION – No comments
- III. CONSENT AGENDA
 - A. Approve the minutes from February 21, 2024, TIF #1 Board meeting. MOTION: To approve the minutes from the February 21, 2024, meeting as presented. R RIVERA / J MCRAE / UNANIMOUS
- IV. REGULAR AGENDA - REVIEW/DISCUSS& CONSIDER ACTION
 - A. Receive update on the Downtown Master Plan project – Ms. Harris reviewed the progress on this project to date. At the February 8, 2024, City Council meeting, the Council authorized the allocation of Tax Increment Financing #1 funds for projects including the update of the Downtown Master Plan by Lionheart Places, LLC. The cost for this update is \$159,000 for the update plus billable expenses estimated at \$5,000 for a total expenditure of \$164,000. Chairperson Moss presented several questions at the February 21st meeting which were presented to Ms. Leonard. She responded that all of the questions and comments were already being covered by the Lionheart Designs plan. Ms. Harris reported that the contract would be presented to the City Council in March for approval to have City Manager LaBorde sign off on it. The project should then begin in April. ACTION: Ms Harris' report was received as information.
 - B. Recommendations for future agenda items – No items were suggested.
- V. ADJOURN – MOTION: To adjourn the meeting at 5.24 pm. J MCRAE / J SNYDER / UNANIMOUS.

Submitted by: Jan Harris DATE: 3/28/2024
Main Street Manager



Application Instructions

If you have any questions, please contact the Main Street Manager at 512-352-3463.

FIRE SUPPRESSION SYSTEM GRANT DETAILS (please read carefully):

Fire suppression systems grants may be available depending upon the appropriation of funds each fiscal year.

Grants are available on a matching basis not to exceed 50% of the cost of the system up to \$25,000.00. The TIF District #1 Board may limit an individual grant to a \$10,000 match should increased demand for grants warrant in a given fiscal year.

No grants will be awarded for work that has already been done or for work that is covered by insurance.

All grants are available throughout the year, on a first come, first serve basis until total funds are depleted.

Once the available grant funds in a fiscal year have been committed, no additional applications will be accepted until the following fiscal year.

Grants will only be available for properties that will be occupied by authorized uses within a defined time period. Grants will not be awarded for vacant properties in order to market them for sale. Occupancy will be determined by the issuance of a Certificate of Occupancy from the City of Taylor.

The following goals will be considered in evaluating grant applications:

- Type of use that will occupy the building.
- Will the fire suppression system allow vacant portions of a building to be occupied?
- Will the fire suppression system allow vacant upper floors to be occupied?

- Does the proposed use of the building implement the goals of the downtown master plan and comprehensive plan?

GRANT APPLICATION PROCESS

1. **Determine eligibility:** Discuss project plans and determine grant eligibility with Main Street Manager. Complete Taylor Tax Increment Financing (TIF) Fund Grant Application.
2. **Complete fire suppression system grant application form:** Obtain itemized written work estimates on the project work from at least three qualified contractors.
3. **Return the completed grant application form** with all original itemized work estimates to the Main Street Office at 400 Porter Street no later than 5:00 pm the Wednesday prior to the first Friday of each month, for consideration by the TIF Board the following month.
4. **The grant approval process will include without limitation, the following:**
 - (a) The Tax Increment Financing Board (TIF) meets at 5:00 pm the third Wednesday of each month as needed, and all grant applicants are required to attend and present their grant request.
 - (b) Notwithstanding anything stated in this grant application to the contrary, final approval for any grant shall be vested in the City Council.
 - (c) The Tax Increment Financing Board shall consider only grant applications which have been properly and fully completed and which contain all information required in the grant application.
 - (d) An Applicant who submits an application that was denied a grant by the Tax Increment Financing Board shall not be eligible to re-submit a grant application for six (6) months from the date the prior application was declined.
 - (e) Grant recipients will be required to complete the installation of the fire suppression system within a defined timeframe. Recipients must apply for the permit within sixty (60) days of grant approval and complete the project within six (6) months from the date the permit is issued.
 - (f) The applicant is required to obtain all applicable City permits and City approval, including passing all final inspections required for the grant that is awarded.

5. **Reimbursement:** All grants are paid as a reimbursement after the work has been completed and passed all required city inspections. Documentation of payment to all contractors shall be submitted to the city with the reimbursement request.



TAYLOR TAX INCREMENT FINANCING (TIF) FUND GRANT APPLICATION

Taylor Main Street seeks to improve the image of downtown through the historic restoration and rehabilitation of commercial buildings. As an economic incentive, Taylor Main Street has designed the fire suppression system grant program.

Date: 3-18-2024

Applicant Name: JEFF and Jo Snyder

Applicant Mailing Address: 106 Porter St. Taylor, Tx. 76574

Applicant Email Address: JEFFSresurrections@yahoo.com

Address of property for which grant is being requested: 209 East 1st

Describe the proposed project for which grant is being requested: Fire suppression

Amount of funds being requested: 25,000⁰⁰

How the funds will be used: towards cost on fire suppression Installation

Describe why the funds are needed: degray cost of Installation

Private Capital Investment: 450,000⁰⁰

Please submit all bids received for work for which grant funds are being requested.


Signature of applicant

FIRE SPRINKLER SYSTEM PROPOSAL

ACM Services
3280 FM 112
Taylor TX 76574
ATTN: Nick Morris
Phone (512) 705-1091
Email nick@acmelectric.net

Wednesday, February 21, 2024

Our proposal represents an estimate based on State and Local AHJ requirements, design criteria listed in NFPA-13, and information obtained from the bid documents with specifications noted thereon.

PROJECT

Heidenheimer's Warehouse
209 East First St. Taylor, TX 78613

PRICING SUMMARY

Retail Shell Building **\$42,600.00**

ALTERNATE PRICING

Demo all existing fire sprinkler system piping to a point 1'-0" AFF, bundle/carry outside of the building, and place in a roll-off dumpster (provided by others) \$8,900.00

SCOPE OF WORK

1. Installation of one dry type sprinkler system to protect the 13,300 SF shell building.
2. Existing riser to be disconnected, relocated to a suitable spot to be preserved for the owner.
3. Includes all applicable sales taxes on materials.
4. Existing 6" flanged outlet to be capped, flushed, and utilized for the new fire sprinkler system (underground location services by others).
5. Existing fire hydrants to be tested for flow and gallonage for use with the fire sprinkler system design.
6. Storage to be limited to no more than 12'-0" to the top of storage.
7. Preparation of shop drawings, hydraulic calculations, and material/equipment catalogs for submittal to the building owner and AHJ for approval, including permits and permit fees.
8. CAD files must be available for the design and layout of the fire sprinkler system.
9. Sprinkler heads in exposed ceiling areas shall be quick response 200° brass upright heads installed on exposed schedule 10 black steel piping with grooved fittings.
10. This pricing is based on the presumption that the available water supply is adequate for meeting the fire sprinkler system demand.
11. No fire pump is included.
12. Backflow prevention device is to be installed inside of the building at the location of the sprinkler system riser.
13. All work shall start 1'-0" above finished floor, inside the building, at the 6" flanged outlet.
14. Fire department connection is included in our price installed on the side of the building at the fire sprinkler system riser location only.
15. Includes all hangers and supports.
16. All piping systems shall be supported independent of other trades.
17. Piping to be routed in a neat, workmanlike manner; parallel or perpendicular to building structural components and/or walls.
18. Testing of all systems including hydrostatic, visual for compliance and final inspection after trim, including testing of flow and tamper switches.

EXCLUSIONS

1. Demolition of existing dry system piping (see alternate)
2. Provisions for storage of any kind over 12'-0".
3. Adequacy of the existing available water supply, Fire Pump, Supplemental water sources, or water storage tanks.
4. Heaters, insulation of piping, heat-trace systems, or any other type of freeze protection. Building owners must maintain a minimum of 40 degrees ambient temperature in all areas of the building.
5. Special Insurance Underwriter Requirements (FM Global, Industrial Risk Insurers, etc.)
6. P.E. stamped shop drawings or review.
7. Underground piping or 5'-0" out connections.
8. Core drilling or concrete scanning. Hole location mark-up only.
9. Fire extinguishers and/or fire extinguisher cabinets.
10. Any testing or remediation for Microbiological Influenced Corrosion (MIC).
11. Preparation for or painting of any pipe and/or fittings; or protection of installed work from painting by others.
12. Alarm system equipment, dialers, and/or base building alarm system connection. Vanguard Fire Systems to provide the monitoring devices only (i.e., water flow and tamper switches). Complete fire alarm systems can be provided under separate contract if needed.
13. Seismic/Earthquake Bracing of any kind.
14. Remote Fire Department Connections (exterior building mount only at the riser room location).
15. Exterior canopies and overhangs.
16. Electrical wiring. All flow switches and valve tamper switches are provided as required by code, but no wiring of any kind is included in this proposal.
17. Performance and payment bonds (can be provided for 2% of the contract amount)
18. Any special conditions not specifically stated in the bid documents or beyond that which is required by NFPA code as interpreted by the local authority having jurisdiction, owner or general contractor.
19. Overtime work. All work to be completed in the normal 40-hour work week and according to the schedule available at bid time.
20. Costs associated with obtaining CAD from the Architect/Engineer.
21. Any special conditions not specifically stated in the bid documents or beyond what is required by NFPA.
22. If access doors/panels are required, Vanguard Fire Systems will supply and installation to be done by others.

CHANGE ORDERS

No changes to the Work, the subcontract price, the schedule, or other terms of the subcontract are authorized unless approved in a formal Change Order or Notice to Proceed document, signed by an authorized representative of the general contractor. No course of dealing or course of performance between the parties shall be the basis for an increase in the Subcontract Price or extension of the project schedule. Vanguard Fire Systems shall quote the price and time impact of proposed changes within 14 days of notification, unless otherwise directed or agreed in writing by the general contractor.

Our interpretation of the contract documents as stated in this proposal represents our concept of this project's requirements. If this proposal is accepted, please include it as a portion of the contract documents. Due to recent erratic steel pricing escalations, pricing can only be held for **30 days** and is contingent upon mutually acceptable contract language.

If during the performance of the contract/projects, the price of the material significantly increases, through no fault of the contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.

Roger D. Burroughs, Jr.
New Construction Sales
Mobile 512-906-7767
Email rburroughs@vgfire.com



2/14/24

Proposal: 2426

Job Name: Heidenheimer Warehouse

Job Location: Taylor, TX

Project –Installation of Fire Sprinkler System

Republic Fire Protection will provide all design, equipment, installation, testing, commissioning, and training for the above referenced systems described in the Bid Documents. The Fire Sprinkler System will be designed in accordance with IBC 2015, IFC 2015, NFPA #13 (latest edition accepted by AHJ), and the Local Fire Marshal's Office, and will be based on the intent of the system layout in the following documents.

Scope of Work:

Permit/Design

- permit from City of Taylor
- shop drawings per plans dated 11/3/23

Labor

- install (1) dry system starting 1ft above finished floor to protect a new remodeled 12,436 sqft warehouse
- system will be designed as a ordinary hazard group two occupancy with max storage height of 12ft
- new dry riser to be installed next to existing abandoned dry riser utilizing the existing fire line
- all piping in space to be replaced with new piping and heads
- piping to be routed in trusses with heads a maximum distance of 12" from roof deck
- dry pendent sprinklers will be installed in corner small rooms of main warehouse

Material

- all grooved pipe to be schedule 10 and all threaded pipe to be schedule 40
- quick reset dry pipe valve
- riser mount air compressor
- brass quick response upright sprinklers
- building mounted FDC

Testing

- acceptance testing with local AHJ
- owner training

Total: \$47,132 (price includes sales tax on labor and material)

Add Alternate 1: \$5,300 provide sprinkler monitoring alarm system. Price includes sales tax on labor and material.

*****If Alternates are provided and accepted, please circle and initial acceptance*****

Austin | Waco | Fort Worth | San Antonio
 estimating@republic-fire.com
 1-254-230-5808



Clarification: The proposed price is based on the engineered stamped construction bid

Clarifications and exclusions:

1. Price excludes underground fire line.
2. Price excludes fire pump or fire water storage tank.
3. Any changes by fire marshal above and beyond what is required by NFPA 13.
4. NO painting of pipe or protection from painting is included in this proposal.
5. Proposal limits the scope of work in this building to fire sprinkler system only. This proposal specifically excludes any work associated with fire alarm systems, and any other portable or fixed fire protection systems outside the scope of work specified.
6. Overtime pay scales for scope labor are not included. Installation shall be performed during normal working hours.
7. Any and all underground utilities including 5ft out from building.
8. Owner/Contractor shall provide the following at no cost: **120V power for tools, trash disposal.**
9. This proposal **excludes** engineering, engineer review, and/or study. System calculations will be performed using Hydracad or AutoSprink. All design and installation practices will be performed within the criteria outlined by the manufacturers, which includes the standards set forth by NFPA 13, and Underwriters Laboratories and Factory Mutual.
10. Fire extinguishers are not included.
11. Crane(s), hoist(s), or other lifting device(s) for Republic Fire Protection material only, as require by the contract documents, are included. Buyer shall provide a clear, level, solid, and unobstructed area to set up such lifting device(s), as well as a clear, level, solid, and unobstructed access to such lifting device(s).
12. Complete AutoCAD backgrounds of the project are to be **provided** by the **Buyer** at no cost to Republic Fire Protection.
13. Customer has indicated certified payroll not required. If certified payroll is required, additional charges shall apply.
14. Applicable use and/or sales taxes are included.
15. Any CCIP or OCIP credit is **not** included.
16. OCIP/CCIP value is **not** factored into selling price or cost, if an optional project selling price adjustment.
17. Bid Bonds are **NOT** included.
18. Payment & Performance bonds are **NOT** included.
19. This proposal is based on providing a complete and operational system per the proposed scope of work. Any additional labor or materials required due to schedule revisions, work stoppages, owner, insurance underwriter or AHJ review comments, delays caused by others or circumstances beyond Republic Fire Protection control may result in additional charges.
20. Terms and conditions of the purchase order or contract shall be subject to review. Final agreement to terms shall be by written agreement between the purchaser/contractor and Republic Fire Protection and



be based on a contract in like nature to a standard AIA subcontract document and shall reference this proposal.

SUBMITTALS: Shop Drawings, Hydraulic Calculations, and Material Data Submittals will be prepared by an individual who holds a Level III certification from the National Institute for Certification in Engineering Technologies for Fire Sprinkler Layout. If a Fire Protection Engineer, a Fire Protection Specialist or a Professional Engineer's Stamp are required, it shall be provided by others.

WORKING CONDITIONS: This proposal is based upon the installation being made from finished, unobstructed concrete flooring by using rolling scaffolding, forklift, mobile crane, or other similar equipment at Republic Fire Protection's option.

OVERTIME LABOR CLAUSE: This proposal is predicated on the assumption that all installation labor can be performed during regular working hours, unless specifically stated herein. If any of the installation labor be desired or required during other than regular working hours, the Buyer is to pay as an Extra to the contract price, the additional expense involved, at Seller's market price.

ASBESTOS: Should it be discovered that Republic Fire Protection employees or others are being exposed to asbestos fibers in excess of limitations established by various applicable governmental agencies, all additional costs necessary to properly protect these individuals shall be borne by the Buyer and since the Buyer desires to have this work completed, said Buyer shall indemnify Republic Fire Protection against all claims or suits brought by exposed individuals. It should also be duly noted, that any costs involved for "Qualified Laboratory Sample Testing" of any work area for asbestos exposure concentrations, are not included in this proposal price.

GUARANTEE: The guarantee clause in your (Contract, purchase order, specifications, etc.) contains language that can be read to mean that we warrant the operation of the fire protection system. Since once the system is turned over to the Owner, it is the responsibility of the Owner to maintain it in operative condition (over which we have no control), we are not in a position to guarantee its operation. We are prepared to agree to turn it over to the Owner fully tested, inspected, insurance approved, and in operative condition and to make good, at our expense, any defects in material or workmanship developing within the guarantee period (of one year).

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.

INTERFERENCES

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

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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 of 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 Texas.

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.