

HUNT COUNTY
AUGUST 2020
SURPLUS AUCTION LIST

16,315 (1)

Description	County Number	VIN if Applicable	Dept.
2009 REMCOR TRL & SPRAY PUMP	NO TAG		PCT #1
2003 VOLVO MOTOR GRADER	13408	35796	PCT #1
1999 CLEMENT BELLY DUMP TRAILER	13638	1C9CB39B3XM110163	PCT #1
2002 PETERBILT MODEL 385	13633	1XPGD69X82D571915	PCT #1
1995 INTERNATIONAL MODEL 4900	11115	1HSSDAAN6SH264235	PCT #1
1998 INTERNATIONAL MODEL 4900	11813	1HSSDAAN2WH522501	PCT #1
FORD 6610 WITH SIDE MOWER	NO TAG		PCT #1
JOHN DEERE 6310 W/TIGER BOOM & DIAMOND MOWER	13316	L063105296736	PCT #1
2013 MODERN 10' OFFSET FLEX WING MOWER	09836	S/N #85272	PCT #1
500LB CRANE - NO JACK	NO TAG		PCT #1
RAMSEY RAMLIFT W/3700LB WINCH CRANE	NO TAG		PCT #1
SCOTSMAN ICE MACHINE	09008	9061320013840	PCT #1
ELKAY WATER FOUNTAIN	NO TAG	110814542	PCT #1
2009 FORD ESCAPE XLT	13593	1FMCU03719KD05675	911
2004 CHEVROLET SILVERADO 2500	13442	1GCHK232X4F188194	HLS
(3) 18FT LANDSCAPE TRAILERS	NO TAGS	NO VIN #/SN #	HLS

FILED FOR RECORD
 at 5:00 o'clock P M

AUG 25 2020

JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX

By Jennifer Lindenzweig

Johnson Controls International plc.
3021 West Bend Drive
Irving, TX 75063-3116
Tel. (972) 868-3600
FAX (972) 869-9421



#16,315(2)

PROPOSAL

Date: May 22, 2020

To: Hunt County
2507 Lee St
Greenville, Texas 75401

Attn: Hunt County

FILED FOR RECORD
at 5:22 o'clock P M
AUG 25 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *Jennifer Lindenzweig*

Project: **Exchange Building Controls Replacement**

Hunt County is currently in need of a HVAC building control system replacement within the exchange building. This DDC replacement is vital to renew the life cycle of the failing building control system while also addressing employee comfort issues which exist today.

As part of this exchange building replacement, Johnson Controls, Inc. will provide Hunt County with a complete retrofit of the current HVAC controls system. The HVAC controls system replacement will consist of the following:

- New terminal zone controllers/wall sensors, programming and checkout.
- New air handler unit controllers, programming and checkout.
- New Chiller controllers, programming and checkout.
- New updated Metasys Graphics of the complete exchange building
- New Dell desktop PC for Metasys Software.
- New Metasys Server Software and Metasys Configuration Software Tools.

This project will allow the end users to manage the system more efficiently, stay current with technology and help gain employ comfort. In Addition, this system replacement will also incorporate all other buildings currently on Metasys within one system.

Additions and Exceptions

- *No State and local taxes included*
- *No network hardware or services are provided*
- *No Test and Balance reports*
- *UL864 provisions and/or controls*
- *No afterhours and/or weekend labor*

This proposal covers only the direct costs associated with the above summary specified modifications and/or additions. Should other conditions arise before or during the upgrade is completed (sequence of work, existing none working equipment, changes to equipment counts, etc.), we reserve the right to revise and resubmit this proposal to include these additional costs.

TOTAL	\$128,727.00
No State and Local Taxes Included	

Please feel free to contact me at Kelly.Morris@jci.com or 469-383-9752 should you have any questions.

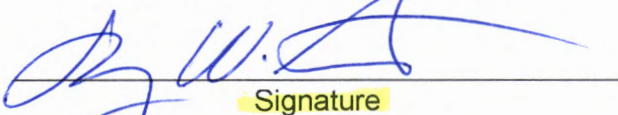
(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until **8-22-2020**

Hunt County

Purchaser – Company Name


Signature

Name: Bobby W. Stovall
 Title: County Judge
 Date: 8-25-2020
 PO #: _____

Johnson Controls, Inc.

Signature

Name: Kelly Morris
 Title: Account Executive

Standard Terms and Conditions – U.S.A.

(1) AGREEMENT AND LIMITATIONS. This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standards Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. Buyer acknowledges and agrees that any and all Seller invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Buyer shall not make, nor will Seller accept, any payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. **FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART.** If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity, (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.**

(8) PATENTS. Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright,

trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not

resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) Compliance with Laws: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(13) DELAYS, COSTS AND EXTENSIONS OF TIME. JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

VIKEN

DETECTION

formerly HEURESIS

#16,315(3)

Quotation

Quote #: Q-01841-1
 Date: 8/18/2020 3:34 PM
 Expires On: 9/15/2020

Viken Detection

21 North Avenue
 Burlington, Massachusetts 01803
 United States

Phone: 617-467-5526
 Fax: 617-467-5024
 Email: sales@vikendetection.com

Ship To
 Adam Williams
 Hunt County Sheriff's Office
 2801 Stuart St
 Greenville, Texas 75401
 903-450-3721
 adamw@huntcounty.net

Bill To
 Hunt County Sheriff's Office
 2801 Stuart St
 Greenville, Texas 75401

FILED FOR RECORD
 at 12:00 o'clock P M
 AUG 25 2020
 JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By *Jennifer Lindenzweig*

SALESPERSON	PHONE	EMAIL	LEAD TIME	PAYMENT TERMS
Rebecca Tamez		rtamez@vikendetection.com	Approx. 2-4 weeks ARO	Prepaid, Net 30 subject to credit approval

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
1-100012	Handheld Backscatter Devices	Nighthawk-HBI WAD with Pb	1	\$47,000.00	\$47,000.00
Discount:					\$ 6,750.00
Total:					\$40,250.00

PRODUCT CODE	FAMILY	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
10-000001	Shipping and Handling	Domestic Ground Shipping	1	\$100.00	\$100.00
Subtotal:					\$100.00
Total:					\$100.00

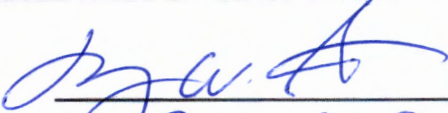
Subtotal:	\$47,100.00
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Discount: \$6,750.00

Total: \$40,350.00

Please note that applicable sales taxes have not been included in the total price. This will be the buyer's responsibility unless a copy of a tax exempt certificate has been provided.

Signature:



Effective Date:

6 / 25 / 2020

Name (Print):

Betty W. Stowell

Title:

County Judge

Purchase Order Number:

Sales Tax Exempt?

Yes / No (If Yes, attach copy of sales tax exempt certificate)

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER. ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No Sales person is authorized to bind Seller to any promise or understanding not expressed herein.

TAXES

In sales transaction instances where Sales Prices do not include applicable taxes or duties, the Buyer is solely responsible for paying all applicable taxes and duties. Under these circumstances, where the VIKEN DETECTION Sales invoice excludes State, County, and/or Local Sales Tax, it should be inferred that either (1) VIKEN DETECTION has not attained NEXUS status in the State where the Buyer resides, and the Buyer is solely responsible for calculating, remitting and filing the appropriate tax and duties incurred, or (2) The Buyer has declared tax exemption status, and has forwarded the applicable Exempt certificates to VIKEN DETECTION, prior to the Sales invoicing transaction. VIKEN DETECTION will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides VIKEN DETECTION with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to VIKEN DETECTION, Buyer will take all reasonable steps to minimize such withholding tax, provide VIKEN DETECTION with a receipt or certificate as evidence the tax has been paid, and reimburse VIKEN DETECTION for the amount of withholding so that VIKEN DETECTION receives Payment for the full value of the invoice.

PRICES

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or governmental charges.

DELIVERY

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be "Ex#works" Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste.

PAYMENT

1. The term of payment shall be net 30 days from date of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set#off. Unless otherwise agreed, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily.
2. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding.
3. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

VARIATIONS IN QUANTITY; CHANGES

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

EXPORT CONTROLS; FCPA; ANTI-BOYCOTT

1. Buyer shall not make any disposition of the Products, by way of transshipment, re#export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party#in#interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end#use and end#user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.
2. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of

the Products and/or Services, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FPCA and/or UKBA in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.

3. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Anti# boycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

WARRANTIES

1. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment. Seller warrants that Services shall be performed in accordance with generally accepted industry practice. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error#free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements. Buyer shall notify Seller of any defect in the quality or condition of Products (including software/firmware) or Services within 7 days of the date of delivery or performance, unless the defect was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including software/firmware) or Services, and Seller shall have no liability for such defect.
2. Seller's warranty obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, or improper use or application, or (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated therein.
3. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.
4. This section VI sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

PATENTS/INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly# infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third#party claims for infringement arising out of Seller's use of such specifications/designs.

LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.** If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

EXCUSABLE DELAYS

1. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials,

components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.

2. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

1. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.
2. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.
3. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

GENERAL

1. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Massachusetts, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the Commonwealth of Massachusetts, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.
2. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
3. The invalidity, of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
4. Buyer may not assign this contract without the prior written approval of the Seller.

PROHIBITION FOR HAZARDOUS USE

Products sold hereunder are not intended for application in, and shall not be used by Buyer in construction or application of a nuclear installation or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before such use or provision, arrange for insurance or governmental indemnity protecting the Seller against liability and hereby releases and agrees to indemnify the Seller and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Seller or its suppliers.

STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

GOVERNMENT CONTRACTS

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.



16,315(4)

TECTA AMERICA®

Proposal to
HUNT COUNTY

2507 Lee Street
Greenville, TX 75401

FILED FOR RECORD
at 12:20 o'clock P M

AUG 25 2020

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

for a **TECTACARE™** Planned Maintenance Program



Prepared For: Hunt County
Attn: Chris Kilmer

Prepared By: Christy Ziegenhagen, Assistant Service Manager

Date: July 28, 2020

Preventative Maintenance Agreement



TectaAmerica / CEI Roofing Texas, LLC appreciates the opportunity to submit a proposal for a preventative maintenance program for your facility. We propose to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as "Work" described herein for:

Owner/Customer: **Hunt County**
(hereinafter referred to as "Client")
Project Address: 2507 Lee Street, Greenville, TX 75401

Every day, you deal with the challenges and concerns directly associated with your core business. Dealing with your roof isn't, and shouldn't be one of them. To ensure a successful roofing program, you need to rely on your trusted business partner to provide a combination of products and services that best suit your needs. You expect them to lend experience, give advice, and offer guidance on the best approaches to meet your needs. You also require a partner that will be there if something goes wrong; and that has the experience and sense of urgency to resolve issues that arise.

A. Benefits of Planned Maintenance Programs

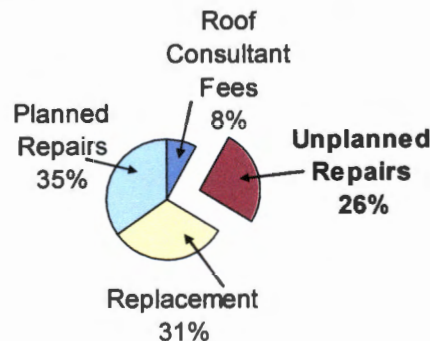
Why undertake an active roof management program?

The financial benefits of roof management stem from two principal areas: maintaining the roof over time through an annual maintenance program helps avoid emergency repairs and unplanned downtime; and the ongoing maintenance helps prolong the life of the roof, thus delaying the capital expenditure and improving the Return On Investment (ROI).

In general, roofs are given cursory attention until there are problems and not viewed as a system that needs maintenance (such as needed by the mechanical system or for vehicles):

Breakdown of Roofing Expenditures

Over 25% of all roof expenditures are unplanned and unbudgeted, leading to facility disruptions and costly interior renovations:



But, proactive roof management with preventive maintenance will deliver real returns:

- An independent quantitative analysis of the effect of preventive maintenance programs shows that preventive maintenance dollars spent have a positive Net Present Value (NPV) and deliver over 300% Return On Investment (ROI) over time.

Source: Jones Lang LaSalle "Determining the Economic Value of Preventive Maintenance"

B. TECTACARE™ : Planned Maintenance Program for All Roof Systems:

TectaCare is our planned maintenance program performed throughout the life of your roof and designed to protect your investment and keep your warranties valid. Our technicians will inspect, clean, maintain and report on the condition of your rooftops and make any recommendations necessary to keep your facility's roofs in shape.

After the initial audit/inspection, a **performance tune-up** may be required prior to the commencement of the Planned Maintenance Program. We will then recommend a frequency and provide a hard cost per facility for regular TectaCare - Planned Maintenance visits.

Benefits of the TECTACARE™ planned maintenance program include:

- Priority service in emergency situations
Keeps roof's warranty valid by providing annual or bi-annual inspections as required by manufacturers
- Assures warranty servicing by identifying warrantable issues
- Identifies small problems due to normal exposure before escalating to serious issues
- Extends the life of the roof through regular maintenance

OUR FOUR STEP PROGRAM INCLUDES:

- 1** **Roof Inspection** – We will do a visual survey of the exterior condition of your roof and related sheet metal work. In addition, we will note wall panel, brick divider, parapet, and roof protrusions and their condition. We are looking for deterioration or damage that has occurred between your service visits and will document conditions to monitor during future service visits. We are unable to inspect for structural damage and deterioration below the roof membrane.
- 2** **General Upkeep** - We will clear debris from the roof surface, gutters, interior drains and through-wall scuppers. Debris can cause water to pond, which causes premature aging of the roof and could cause significant damage to the roof system.
- 3** **Maintenance** – As required, we will re-caulk open metal flashing, top off pitch pans, re-seal suspect mechanical and perimeter base flashing openings, secure drain clamps and vent pipe rings.
- 4** **Annual Report** – We will provide you with an annual outline of work performed and a condition assessment, to include an updated roof drawing and work related photographs. We will propose and require appropriate approval prior to starting any additional work. This may include deficiencies, defects or such items as weather related damage, fire damage, or damage caused by others.

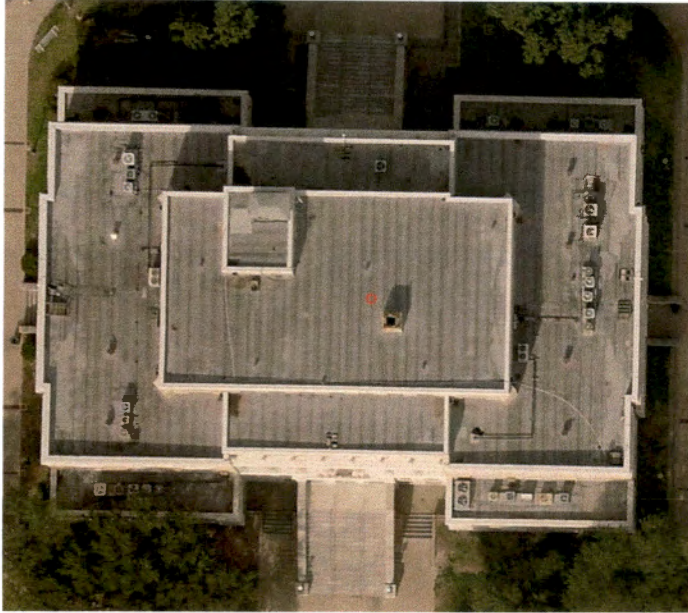
C. Additional Repairs

We will propose and require appropriate approval for repairs that fall outside the scope of work noted above prior to starting any additional work. This may include deficiencies, defects or such items as weather related damage, fire damage, or damage caused by others.

D. Facility Information

Project Name:	Hunt County
Project Address:	List of 8 Buildings Provided
Roof Type:	Various
Total Square Feet Under Contract:	Approx. 192,778 sf
Site Contact:	Chris Kilmer
Phone:	(903) 355-0403

Site Plan



E. Pricing

We are pleased to provide you with the following investment costs to perform the solutions outlined above. Your choice of partner to perform this work will affect not only the expeditious performance of this project, but more importantly the long-term performance of your investment. The manufacturer per their warranty typically recommends an **annual** inspection.

Annual Inspection Schedule Options:

Please select which plans fits your current needs:

Duration	2020	2021	2022	2023	2024	Initial
One Year	\$9,638.90		→			
Three Year	\$5,783.34	\$5,783.34	\$5,783.34	→		
*Five Year	\$3,855.56	\$3,855.56	\$3,855.56	\$3,855.56	\$3,855.56	

* The five year plan locks in the current rate for five consecutive years with no yearly increase. After the end of the agreed duration above, a new rate shall be established.

Cost Breakdown Per Building			
Buildings	Address	Sq Ft	Cost
Criminal Justice	2801 Stuart St., Greenville, TX 75401	103,496	\$ 2,082.00
Exchange Building	2500 Stonewall St., Greenville, TX 75401	12,614	\$ 269.89
Juvenile	2700 Johnson St., Greenville, TX 75401	33,030	\$ 655.45
JP4 Quinlan & Tax Sub	112 E. Main St., Quinlan, TX 75474	7,502	\$ 154.22
Adult Probation	4515 Stonewall St., Greenville, TX 75401	4,509	\$ 77.11
JP3 Wolfe City	108 E. Main St., Wolfe City, TX 75496	1,957	\$ 38.56
Court House	2507 Lee St., Greenville, TX 75401	24,000	\$ 462.67
Ag Ext Build/Voters	2217 Washington St., Greenville, TX 75401	5,670	\$ 115.66
Total			\$ 3,855.56

F. Timing

Inspections will be scheduled **once a year** to be performed in the spring or fall. If the customer wishes to assign specific dates, please notify the Service Manager.

G. Renewal Options

Within 30 days of the end of each one (1) year period, the owner and/or Tecta America Southeast shall have the option to cancel this agreement:

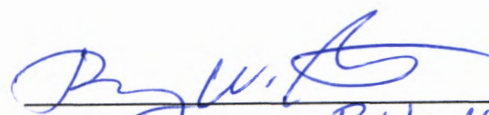
1. If either party elects to exercise the option to cancel this agreement, written notice should be provided to the other party, c/o the key contacts below.
2. If not cancelled, the agreement automatically renews at the quoted rate as outlined in this document in Section E.

H. The undersigned hereby accepts this Proposal including the terms and conditions, and agrees that this writing shall authorize Tecta to proceed with the Work.

Accepted by:

TECTA AMERICA CORPORATION

Title: _____


Chris Kilmer - Bobby W. Stovall
Title: County Judge

Date: _____



Date: 8-25-2020

1. These terms and conditions relate to the services being performed as described herein. If this work is being performed in accordance with a Master Agreement, then the terms and conditions of the master agreement will take precedence.
2. **Nature of Work.** The Tecta operating unit. ("Tecta") shall furnish the labor and material to perform the work described herein. Tecta does not provide engineering, consulting or architectural services. Tecta is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.
3. **Commencement of Work.** Customer warrants that the structures on which Tecta is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Tecta's prosecution of the work indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials.
4. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof.
5. **Asbestos and Toxic Materials.** This Work is based on Tecta not coming into contact with asbestos-containing or toxic materials. Tecta shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.
6. **Price Volatility.** Asphalt, steel products, isocyanate, and other roofing products, including cost of delivery are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is an increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost, contractor will provide written documentation and advance notice to Customer
7. **Payment.** Unless stated otherwise on the face of this Work Order, Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of the Work extends beyond one month, Customer shall make monthly progress in accordance with the billed invoices. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tecta shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.
8. **Back charges.** No back charges or claims for payment of services or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act, or omission which is the basis of the back charge.
9. **Insurance.** Tecta shall carry worker's compensation, and commercial general liability insurance. Tecta will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's upon request. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability or property damage insurance maintained by Tecta.
10. **Interior Protection.** Customer acknowledges that roof work on an existing building may cause disturbance, dust or debris to fall into the interior. It is the customer's responsibility to remove or protect property directly below the roof in order to minimize potential interior damage. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.
11. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products may be released and noise will be generated as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
12. **Warranty.** Tecta's work will be warranted by Tecta in accordance with its standard warranty, no other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. Tecta shall only be liable for work it has been specifically asked to perform. Tecta is not liable for the entire roof. Tecta is not guaranteeing any other areas of the roof beyond those it specifically repaired. Tecta is not responsible for any work performed by anyone or any company other than Tecta.
13. **Existing Conditions.** Tecta is not responsible for leakage due to the existing conditions of the roof or other portions of the building that have not yet been repaired by Tecta. While every attempt has been made by Tecta to resolve the leak condition, the roof may be experiencing numerous leak conditions and Tecta may be required to return to the roof to resolve these unforeseen conditions. Customers shall hold Tecta harmless for these unforeseen additional leak conditions. Tecta's warranty and liability only extends to **the work performed by Tecta.**
14. **Mold.** Tecta is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Customer is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for indoor air quality. Customer shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from water intrusion into the building. Customer agrees to indemnify and hold harmless Tecta from claims brought by tenants and third parties arising from mold growth.
15. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's negligent work under this Work Order provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Tecta is responsible under this contract. **IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.**

TECTA AMERICA COST BREAKDOWN

10-621-1800-2261	2801 STUART - MAINT AGREEMENT	\$104.10
10-631-1800-2261	2801 STUART - MAINT AGREEMENT	\$666.24
10-641-1800-2261	2801 STUART - MAINT AGREEMENT	\$1,311.66
15-611-5500-2264	EXCHANGE BUILDING - MAINT AGREEMENT	\$269.89
10-623-1800-2263	2700 JOHNSON - MAINT AGREEMENT	\$104.87
10-652-1800-2263	2700 JOHNSON - MAINT AGREEMENT	\$45.88
10-614-1800-2263	2700 JOHNSON - MAINT AGREEMENT	\$406.38
10-632-1800-2263	2700 JOHNSON - MAINT AGREEMENT	\$98.32
10-613-1800-2269	112 E MAIN - MAINT AGREEMENT	\$77.11
10-621-1800-2269	112 E MAIN - MAINT AGREEMENT	\$77.11
10-641-1800-2265	4515 STONEWALL - MAINT AGREEMENT	\$77.11
10-621-1800-2268	108 E. MAIN - MAINT AGREEMENT	\$38.56
10-614-1800-2260	2507 LEE - MAINT AGREEMENT	\$272.98
10-621-1800-2260	2507 LEE - MAINT AGREEMENT	\$189.69
10-665-1800-2266	2217 WASHINGTON - MAINT AGREEMENT	\$57.83
10-615-1800-2266	2217 WASHINGTON - MAINT AGREEMENT	\$57.83
	TOTAL	\$3,855.56

P U R C H A S E O R D E R

HUNT COUNTY
PURCHASING DEPARTMENT
2507 LEE ST., RM. 104
GREENVILLE, TX 75403
PH: (903) 408-4292
FAX: (903) 408-4242

PURCHASE 20-21730
REQ # 6500101

DATE: 08/26/2020

ISSUED TO: VEND #: 01-2615
JOHNSON CONTROLS
P.O. BOX 730068
DALLAS, TX 75373

SHIP TO:
HUNT COUNTY MAINTENANCE
2507 LEE ST 5FL, RM#502
GREENVILLE, TX 75401
CHRIS KILMER

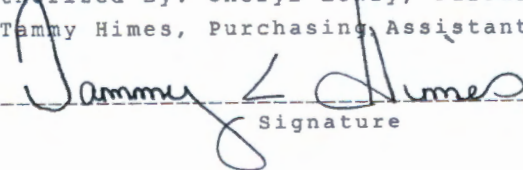
QUANTITY	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
1	HVAC CTRL REPLACEMEN HVAC BUILDING CONTROL SYSTEM REPLACEMENT AT THE EXCHANGE BUILDING AS STATED ON PROPOSAL DATED MAY 22, 2020, BY KELLY MORRIS WITH JOHNSON CONTROLS INTERNATIONS PLC APPROVED IN COMMISSIONER'S COURT AUGUST 25, 2020	45 -611-6500-2264 BLDG M&R-2500 STONEWALL	28,727.0000	128,727.00

*** TOTAL *** 128,727.00

Requested By: LAIZZA HARKEY

Approved By: CHRIS KILMER

Authorized By: Cheryl Lowry, Purchasing Agent
Tammy Himes, Purchasing Assistant



Signature

1. This Purchase is Tax Exempt: Tax ID# 75-6001017.
2. Original invoice must be sent to: Hunt County Auditor, P.O. Box 1097, Greenville, TX 75403.
3. C.O.D. Shipments will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing lists and invoices.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of this purchase order or attachments thereof. Substitutions are not permitted without approval of the Purchasing Department.
7. All goods and equipment must meet or exceed all county, state and federal regulations.
8. Seller acknowledges that buyer is an equal opportunity employer.
9. All Purchases are subject to the Standard Terms and Conditions of Hunt County - Copy available upon request.
10. HB 89- Verification form MUST be completed by Vendor and submitted to Hunt County before purchase.



#16,315(2)
PROPOSAL

Johnson Controls International plc
3021 West Bend Drive
Irving, TX 75063-3116
Tel. (972) 868-3600
FAX (972) 869-9421

Date: May 22, 2020

To: Hunt County
2507 Lee St
Greenville, Texas 75401

Attn: Hunt County

FILED FOR RECORD
at 5:22 o'clock P M
AUG 25 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

Project: Exchange Building Controls Replacement

Hunt County is currently in need of a HVAC building control system replacement within the exchange building. This DDC replacement is vital to renew the life cycle of the failing building control system while also addressing employee comfort issues which exist today.

As part of this exchange building replacement, Johnson Controls, Inc. will provide Hunt County with a complete retrofit of the current HVAC controls system. The HVAC controls system replacement will consist of the following:

- New terminal zone controllers/wall sensors, programming and checkout.
- New air handler unit controllers, programming and checkout.
- New Chiller controllers, programming and checkout.
- New updated Metasys Graphics of the complete exchange building
- New Dell desktop PC for Metasys Software.
- New Metasys Server Software and Metasys Configuration Software Tools.

This project will allow the end users to manage the system more efficiently, stay current with technology and help gain employ comfort. In Addition, this system replacement will also incorporate all other buildings currently on Metasys within one system.

Additions and Exceptions

- *No State and local taxes included*
- *No network hardware or services are provided*
- *No Test and Balance reports*
- *UL864 provisions and/or controls*
- *No afterhours and/or weekend labor*

This proposal covers only the direct costs associated with the above summary specified modifications and/or additions. Should other conditions arise before or during the upgrade is completed (sequence of work, existing none working equipment, changes to equipment counts, etc.), we reserve the right to revise and resubmit this proposal to include these additional costs.

TOTAL	\$128,727.00
No State and Local Taxes Included	

Please feel free to contact me at Kelly.Morris@jci.com or 469-383-9752 should you have any questions.

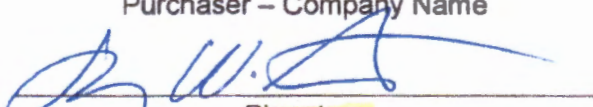
(IMPORTANT: This proposal incorporates by reference the terms and conditions on the reverse side hereof.)

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid until 8-22-2020

Hunt County

Purchaser – Company Name


Signature

Name: Bobby W. Stovall
Title: County Judge
Date: 8-25-2020
PO #:

Johnson Controls, Inc.


Signature

Name: Kelly Morris
Title: Account Executive

Standard Terms and Conditions – U.S.A.

(1) AGREEMENT AND LIMITATIONS. This document sets forth the terms and conditions of any sale by Seller of the specified product, equipment or services indicated on the reverse side hereof or attachment and is expressly made conditional on the assent of Buyer (hereinafter "Buyer") to these Standard Terms and Conditions. Buyer's acceptance of any part of the product, equipment or services sold or Buyer's instructions to Seller to begin work or to ship any product or equipment after receipt of these Standard Terms and Conditions shall constitute such assent, and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Standard Terms and Conditions. References to "products" or "equipment" herein shall mean the product and equipment to be furnished by Seller as identified on the applicable Seller Quotation. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer.

(2) TERMINATION OR MODIFICATION. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, AND PAYMENT. Prices on accepted orders are firm for a period of 90 days from date of acceptance. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. Buyer acknowledges and agrees that any and all Seller invoices for an amount greater than \$25,000 shall be paid via wire transfer, check or money order, and that Buyer shall not make, nor will Seller accept, any payment in excess of \$25,000 in the form of a credit card, debit card, or other similar payment device. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be by means of a confirmed irrevocable letter of credit.

(4) TAXES. All prices exclude state and local use, sales or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Buyer provides a tax exemption certificate that is acceptable to taxing authorities.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by strikes, fires, accidents, shortages of labor or materials, embargoes, or delays in transportation, compliance with government agency or official requests, or any other similar or dissimilar cause beyond the reasonable control of Seller. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under this Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner. If Seller installs or furnishes product or equipment under this Agreement, and such product or equipment, or any part thereof, is covered by a manufacturer's warranty, Seller will transfer the benefits of that manufacturer's warranty to Buyer. This warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration for products or equipment, at the earlier of the Buyer's discovery of the defect or the time at which the Buyer should have discovered the defect; Buyer must immediately notify Seller in writing for instructions on warranty procedures. Seller's sole obligation for defective services shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. **THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations under the Agreement, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **In no event shall Seller be liable for special, indirect, incidental, or consequential damages, including loss of anticipated profit, or other economic loss, or for any damages arising in tort whether by reason of strict liability, negligence, or otherwise regardless of whether it has been apprised of the possibility of such.**

(8) PATENTS. Seller shall indemnify, defend or at its option settle, and hold Buyer and its directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, harmless from and against any and all claims, suits, actions or proceeds ("Claims") against such parties based upon the infringement or alleged infringement, or violation or alleged violation, of (a) any United States patent and (b) any copyright,

trademark, trade secret or other proprietary right of a third party which is enforceable in the United States, as a result of Buyer's use of the product or equipment within the United States, provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance to Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not

resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) GOVERNING LAW. The formation and performance of the Agreement shall be governed by the laws of the State of Wisconsin, U.S.A. Any action for breach of the Agreement or any covenant or warranty must be commenced within one year after the cause of action has accrued unless such provision is not permitted by applicable law.

(10) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. The venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation.

(11) SOFTWARE LICENSE. To the extent software is provided by Seller under this Agreement, Buyer agrees that such software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

(12) MISCELLEANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) Compliance with Laws: Seller's obligations are subject to the export administration and control laws and regulations of the United States. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside the United States are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to the United States is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(13) DELAYS, COSTS AND EXTENSIONS OF TIME. JCI's time for performance of the Work shall be extended for such reasonable time as JCI is delayed due to causes reasonably beyond JCI's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCI or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.



Proposal to
HUNT COUNTY

2507 Lee Street
Greenville, TX 75401

FILED FOR RECORD
at 12:22 o'clock P M
AUG 25 2020
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lindenzweig*

for a **TECTACARE**™ Planned Maintenance Program



Prepared For: Hunt County
Attn: Chris Kilmer

Prepared By: Christy Ziegenhagen, Assistant Service Manager

Date: July 28, 2020

Preventative Maintenance Agreement



TectaAmerica / CEI Roofing Texas, LLC appreciates the opportunity to submit a proposal for a preventative maintenance program for your facility. We propose to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as "Work" described herein for:

Owner/Customer: **Hunt County**
(hereinafter referred to as "Client")
Project Address: 2507 Lee Street, Greenville, TX 75401

Every day, you deal with the challenges and concerns directly associated with your core business. Dealing with your roof isn't, and shouldn't be one of them. To ensure a successful roofing program, you need to rely on your trusted business partner to provide a combination of products and services that best suit your needs. You expect them to lend experience, give advice, and offer guidance on the best approaches to meet your needs. You also require a partner that will be there if something goes wrong; and that has the experience and sense of urgency to resolve issues that arise.

A. Benefits of Planned Maintenance Programs

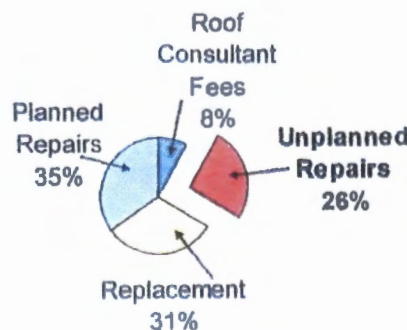
Why undertake an active roof management program?

The financial benefits of roof management stem from two principal areas: maintaining the roof over time through an annual maintenance program helps avoid emergency repairs and unplanned downtime; and the ongoing maintenance helps prolong the life of the roof, thus delaying the capital expenditure and improving the Return On Investment (ROI).

In general, roofs are given cursory attention until there are problems and not viewed as a system that needs maintenance (such as needed by the mechanical system or for vehicles):

Breakdown of Roofing Expenditures

Over 25% of all roof expenditures are unplanned and unbudgeted, leading to facility disruptions and costly interior renovations:



But, proactive roof management with preventive maintenance will deliver real returns:

- An independent quantitative analysis of the effect of preventive maintenance programs shows that preventive maintenance dollars spent have a positive Net Present Value (NPV) and deliver over 300% Return On Investment (ROI) over time.

Source: Jones Lang LaSalle "Determining the Economic Value of Preventive Maintenance"

B. TECTACARE™ : Planned Maintenance Program for All Roof Systems:

TectaCare is our planned maintenance program performed throughout the life of your roof and designed to protect your investment and keep your warranties valid. Our technicians will inspect, clean, maintain and report on the condition of your rooftops and make any recommendations necessary to keep your facility's roofs in shape.

After the initial audit/inspection, a **performance tune-up** may be required prior to the commencement of the Planned Maintenance Program. We will then recommend a frequency and provide a hard cost per facility for regular TectaCare - Planned Maintenance visits.

Benefits of the TECTACARE™ planned maintenance program include:

- Priority service in emergency situations
Keeps roof's warranty valid by providing annual or bi-annual inspections as required by manufacturers
- Assures warranty servicing by identifying warrantable issues
- Identifies small problems due to normal exposure before escalating to serious issues
- Extends the life of the roof through regular maintenance

OUR FOUR STEP PROGRAM INCLUDES:

- 1 **Roof Inspection** – We will do a visual survey of the exterior condition of your roof and related sheet metal work. In addition, we will note wall panel, brick divider, parapet, and roof protrusions and their condition. We are looking for deterioration or damage that has occurred between your service visits and will document conditions to monitor during future service visits. We are unable to inspect for structural damage and deterioration below the roof membrane.
- 2 **General Upkeep** - We will clear debris from the roof surface, gutters, interior drains and through-wall scuppers. Debris can cause water to pond, which causes premature aging of the roof and could cause significant damage to the roof system.
- 3 **Maintenance** – As required, we will re-caulk open metal flashing, top off pitch pans, re-seal suspect mechanical and perimeter base flashing openings, secure drain clamps and vent pipe rings.
- 4 **Annual Report** – We will provide you with an annual outline of work performed and a condition assessment, to include an updated roof drawing and work related photographs. We will propose and require appropriate approval prior to starting any additional work. This may include deficiencies, defects or such items as weather related damage, fire damage, or damage caused by others.

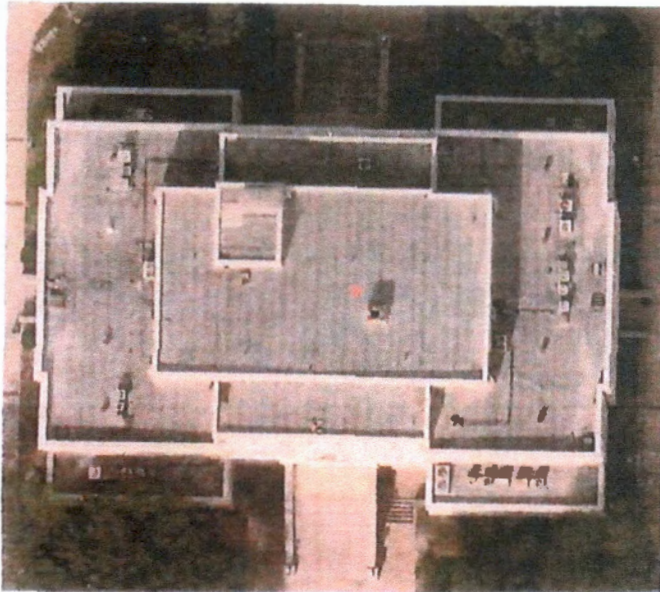
C. Additional Repairs

We will propose and require appropriate approval for repairs that fall outside the scope of work noted above prior to starting any additional work. This may include deficiencies, defects or such items as weather related damage, fire damage, or damage caused by others.

D. Facility Information

Project Name:	Hunt County
Project Address:	List of 8 Buildings Provided
Roof Type:	Various
Total Square Feet Under Contract:	Approx. 192,778 sf
Site Contact:	Chris Kilmer
Phone:	(903) 355-0403

Site Plan



E. Pricing

We are pleased to provide you with the following investment costs to perform the solutions outlined above. Your choice of partner to perform this work will affect not only the expeditious performance of this project, but more importantly the long-term performance of your investment. The manufacturer per their warranty typically recommends an annual inspection.

Annual Inspection Schedule Options:

Please select which plans fits your current needs:

Duration	2020	2021	2022	2023	2024	Initial
One Year	\$9,638.90		→			
Three Year	\$5,783.34	\$5,783.34	\$5,783.34	→		
*Five Year	\$3,855.56	\$3,855.56	\$3,855.56	\$3,855.56	\$3,855.56	

* The five year plan locks in the current rate for five consecutive years with no yearly increase. After the end of the agreed duration above, a new rate shall be established.

Cost Breakdown Per Building			
Buildings	Address	Sq Ft	Cost
Criminal Justice	2801 Stuart St., Greenville, TX 75401	103,496	\$ 2,082.00
Exchange Building	2500 Stonewall St., Greenville, TX 75401	12,614	\$ 269.89
Juvenile	2700 Johnson St., Greenville, TX 75401	33,030	\$ 655.45
JP4 Quinlan & Tax Sub	112 E. Main St., Quinlan, TX 75474	7,502	\$ 154.22
Adult Probation	4515 Stonewall St., Greenville, TX 75401	4,509	\$ 77.11
JP3 Wolfe City	108 E. Main St., Wolfe City, TX 75496	1,957	\$ 38.56
Court House	2507 Lee St., Greenville, TX 75401	24,000	\$ 462.67
Ag Ext Build/Voters	2217 Washington St., Greenville, TX 75401	5,670	\$ 115.66
Total			\$ 3,855.56

F. Timing

Inspections will be scheduled once a year to be performed in the spring or fall. If the customer wishes to assign specific dates, please notify the Service Manager.

G. Renewal Options

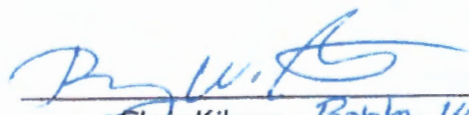
Within 30 days of the end of each one (1) year period, the owner and/or Tecta America Southeast shall have the option to cancel this agreement:

1. If either party elects to exercise the option to cancel this agreement, written notice should be provided to the other party, c/o the key contacts below.
2. If not cancelled, the agreement automatically renews at the quoted rate as outlined in this document in Section E.


H. The undersigned hereby accepts this Proposal including the terms and conditions, and agrees that this writing shall authorize Tecta to proceed with the Work.

Accepted by:


 TECTA AMERICA CORPORATION
 Title: Asst Service Manager


 Chris Kilmer - Bobby W. Stovall
 Title: County Judge

Date: 8/26/20

 TECTA AMERICA
Date: 8-25-2020

1. These terms and conditions relate to the services being performed as described herein. If this work is being performed in accordance with a Master Agreement, then the terms and conditions of the master agreement will take precedence.
2. **Nature of Work.** The Tecta operating unit, ("Tecta") shall furnish the labor and material to perform the work described herein. Tecta does not provide engineering, consulting or architectural services. Tecta is not responsible for location of roof drains, adequacy of drainage, ponding on the roof or structural conditions.
3. **Commencement of Work.** Customer warrants that the structures on which Tecta is to work are in sound condition and capable of withstanding normal activities of roofing construction, equipment and operations. Tecta's prosecution of the work indicates only that the surface of the deck appears satisfactory to Tecta to attach roofing materials.
4. **Availability of Site.** Tecta shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof.
5. **Asbestos and Toxic Materials.** This Work is based on Tecta not coming into contact with asbestos-containing or toxic materials. Tecta shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site. Customer agrees to indemnify Tecta from and against any liability, damages, losses, claims, demands or citations arising out of the presence of asbestos or toxic materials at the work site.
6. **Price Volatility.** Asphalt, steel products, isocyanate, and other roofing products, including cost of delivery are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is an increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost, contractor will provide written documentation and advance notice to Customer
7. **Payment.** Unless stated otherwise on the face of this Work Order, Customer shall pay the invoiced amount within ten (10) days of receipt of the invoice. If completion of the Work extends beyond one month, Customer shall make monthly progress in accordance with the billed invoices. All sums not paid when due shall earn interest at the rate of 1-1/2% per month. Tecta shall be entitled to recover from Customer costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.
8. **Back charges.** No back charges or claims for payment of services or materials and equipment furnished by Customer to Tecta shall be valid unless previously authorized in writing by Tecta and unless written notice is given to Tecta within five (5) days of the event, act, or omission which is the basis of the back charge.
9. **Insurance.** Tecta shall carry worker's compensation, and commercial general liability insurance. Tecta will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's upon request. Moneys owed to Tecta shall not be withheld by reason of any damage or claim against Tecta covered by liability or property damage insurance maintained by Tecta.
10. **Interior Protection.** Customer acknowledges that roof work on an existing building may cause disturbance, dust or debris to fall into the interior. It is the customer's responsibility to remove or protect property directly below the roof in order to minimize potential interior damage. Customer agrees to hold Tecta harmless from claims of tenants who were not so notified and did not provide protection.
11. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products may be released and noise will be generated as part of the roofing operations to be performed by Tecta. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Tecta harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
12. **Warranty.** Tecta's work will be warranted by Tecta in accordance with its standard warranty, no other portions of the roof is warranted with the exception of those roofs still under a manufacturer's warranty. Tecta shall only be liable for work it has been specifically asked to perform. Tecta is not liable for the entire roof. Tecta is not guaranteeing any other areas of the roof beyond those it specifically repaired. Tecta is not responsible for any work performed by anyone or any company other than Tecta.
13. **Existing Conditions.** Tecta is not responsible for leakage due to the existing conditions of the roof or other portions of the building that have not yet been repaired by Tecta. While every attempt has been made by Tecta to resolve the leak condition, the roof may be experiencing numerous leak conditions and Tecta may be required to return to the roof to resolve these unforeseen conditions. Customers shall hold Tecta harmless for these unforeseen additional leak conditions. Tecta's warranty and liability only extends to the work performed by Tecta.
14. **Mold.** Tecta is committed to acting promptly so that roof leaks are not a source of potential interior mold growth. The Customer is responsible for monitoring any leak areas and for indoor air quality. Tecta is not responsible for indoor air quality. Customer shall hold harmless and indemnify Tecta from claims due to indoor air quality and resulting from water intrusion into the building. Customer agrees to indemnify and hold harmless Tecta from claims brought by tenants and third parties arising from mold growth.
15. **Indemnification.** To the fullest extent permitted by law, Tecta shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta's negligent work under this Work Order provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta or anyone for whose work Tecta is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.

4-1-19, Rev4