

**MEMORANDUM**

**TO: Judge Robert Hebert  
County Judge**

**FROM: Debbie Kaminski  
Assistant Purchasing Agent**

**SUBJECT: Please sign the attached contract approved in Commissioners Court  
on 10/13/09. Thank you.**

**DATE: October 14, 2009**

**RETURN TO: Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg**

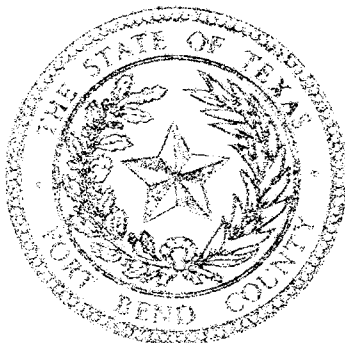
**AGENDA ITEM 23**

- E 1) Bid 104
- 2) Bid 105

COUNTY JUDGE  
RECEIVED  
OCT 15 2009

10-22-09 orig. ret. to Cheryl at Purchasing

**Fort Bend County, Texas  
Invitation for Bid**



70,120.00  
70

**Generator for Sheriffs Office Patrol Division  
for Fort Bend County  
BID 09-104**

**SUBMIT BIDS TO:**

**Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471**

**\*\*NOTE:  
All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery**

**SUBMIT NO LATER THAN:**

**Thursday, September 24, 2009  
1:30 PM (Central)**

**MARK ENVELOPE:**

**Bid 09-104  
Generator**

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.**

**Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.**

**Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminskd@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax:281-341-8645**



**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The Contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Addendums: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms Debbie Kaminski, County Assistant Purchasing Agent, 4520 Reading Road, Suite A, Rosenberg, Texas 77471, phone number (281) 341-8643, fax number (281) 341-8645, e-mail: kaminskid@co.fort-bend.tx.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be mailed by certified mail, return receipt requested, to all prospective bidders. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addendum issued will become part of the contract documents. Bidders must sign and include it in the returned bid package.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients name, contact person and telephone number.

Initials of Bidder: Z. W.

- 1.8 **Bid Bond:** All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Fort Bend County, or a Bid Bond in the same amount issued by a surety, acceptable to Fort Bend County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the Fort Bend County Purchasing Agent.
- 1.9 **Material Safety Data Sheets:** Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to Fort Bend County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.10 **Pricing:** Prices for all goods and/or services shall be firm for the duration of this Contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract. All prices must be written in ink or typewritten. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.11 **Term Contracts:** If the Contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.12 **Recycled Materials:** Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.13 **Evaluation:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Fort Bend County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is **NOT** the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

Initials of Bidder: Z. W.

- 1.14 **Disqualification of Bidder:** Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Fort Bend County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.15 **Awards:** Fort Bend County reserves the right to award this Contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning its responsibility.
- 1.16 **Contract Obligation:** Fort Bend County Commissioners Court must award the Contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the Contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.17 **Name Brands:** Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

## **2.0 SCOPE:**

It is the intent of Fort Bend County to contract with one (1) vendor for all materials, supplies, equipment, tools, services, labor and supervision necessary to provide and install generator for the Sheriffs Office patrol division, hereinafter referred to as the "Project," as specified herein.

## **3.0 PRE-BID CONFERENCE:**

A pre-bid conference will be held on **Thursday, September 17, 2009 at 10:00 AM** at the front entrance of the Sheriffs Office future Patrol Building at 118 Legion Drive (behind the Jail), Richmond, Texas. Attendance is not mandatory, but all vendors are encouraged to attend.

Initials of Bidder: Z. W.

**4.0 LIQUIDATED DAMAGES:**

If the Project is not substantially complete within the contract time as adjusted by extension of time approved by Commissioner Court, Fort Bend County will deduct (from the final payment, as liquidated damages), the sum of three hundred dollars (\$300.00) per calendar day that the Project remains not substantially complete, such sum is agreed upon as a reasonable and proper measure of damages which Fort Bend County will sustain per day by failure of Contractor to substantially complete work within the contract time. It is understood that said sum shall be considered as liquidated damages and shall in no sense be considered as a penalty against the Contractor.

**5.0 COMPLETION TIME AND PAYMENT:**

- 5.1 Fort Bend County shall pay the Contractor in current funds for the Contractor's performance of the Contract the contract sum, as stated herein, after receipt of notice to proceed and a purchase order issued by the Fort Bend County Purchasing Agent.
- 5.2 Based upon Applications for payment submitted to the Facilities Department, Fort Bend County shall make progress payments on account of the contract sum to the Contractor as provided below and elsewhere in the contract documents.
  - 5.2.1 The period covered by each application for payment shall be one calendar month ending on the last day of the month.
  - 5.2.2 Provided an application for payment is received by the Facilities Department not later than the 15th day of a month, Fort Bend County shall make payment to the Contractor not later than the 15th day of the next month. If an application for payment is received by the Facilities Department after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the Facilities Department receives the application for payment.
  - 5.2.3 Application for payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.
  - 5.2.4 Subject to the provisions of the contract documents, the amount of each progress payment shall be computed as follows:
    - 5.2.4.1 Take that portion of the contract sum properly allocable to completed Project less retainage of ten percent (10%).

5.2.4.2 Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Fort Bend County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

5.2.4.3 Subtract the aggregate of previous payments made by Fort Bend County.

5.2.4.4 The progress payment amount as determined in above shall be further modified under the following circumstances:

Add, upon substantial completion of the Project, a sum sufficient to increase the total payments to one hundred percent (100%) of the contract sum, less such amounts as Fort Bend County shall determine for incomplete work and unsettled claims.

5.2.4.5 Final payment, constituting the entire unpaid balance of the contract sum, shall be made by Fort Bend County to the Contractor when the Contract has been fully performed by the Contractor.

5.3 Before the first application for payment, the Contractor shall submit to the Facilities Department a schedule of values allocated to various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Facilities Department may require. This schedule, unless objected to by the Facilities Department shall be used as a basis for reviewing the Contractor's application for payment.

5.4 Contractor must provide with each application for payment a contractor's affidavit certifying bills against the Contractor for labor, material and expendable equipment employed in the performance of Contractor have been paid in full prior to acceptance of final payment from Fort Bend County.

5.5 The Contractor will permit Fort Bend County, or any duly authorized agent of Fort Bend County, to inspect and examine the books and records of the Contractor for the purpose of verifying the amount of work performed under the Contract. Fort Bend County's right to inspect survives the termination of the Contract for a period of five years.

Initials of Bidder: Z. W.

**6.0 LIMIT OF APPROPRIATION:**

Prior to the execution of this Contract, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by County in bringing this Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes ensuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

**7.0 RIGHT TO ASSURANCE:**

Whenever Fort Bend County in good faith has reason to question the Contractor's intent to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five (5) days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

**8.0 PERFORMANCE AND PAYMENT BONDS:**

In the event the total accepted bid price exceeds \$25,000 the Contractor must provide to the Office of the County Purchasing Agent, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. Fort Bend County reserves the right to accept or reject any surety company proposed by the Contractor. In the event Fort Bend County rejects the proposed surety company, the Contractor will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Fort Bend County.

**9.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

**10.0 INSURANCE:**

Before commencing work, the Respondent shall be required, at its own expense, to furnish the Fort Bend County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of any agreement. Respondent shall obtain and keep in full force and effect until throughout the Project the insurance coverages hereinafter specified; such coverages shall be in primary form as to the liabilities assumed hereunder or excess form with limits not less than those set out below.

Initials of Bidder: Z. W.

10.1 All respondents must submit, with RFP, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with bid, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the Respondent named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of bid.

10.2 Commercial General Liability Insurance. Commercial general liability insurance or a comparable policy form, naming Respondent as the named insured and Fort Bend County as additional insured with the following coverages and limits:

10.2.1 General Aggregate	\$2,000,000
10.2.2 Products Completed Operation – Aggregate	\$2,000,000
10.2.3 Personal Advertising Injury Limit	\$1,000,000
10.2.4 Each Occurrence Limit	\$1,000,000
10.2.5 Fire Damage Limit (any one fire)	\$50,000
10.2.6 Medical Expense Limit (any one person)	\$5,000

10.3. Such insurance shall contain blanket contractual coverage and shall also provide the following protection:

- 10.3.1 premises/operations coverage;
- 10.3.2 broad form property damage liability coverage
- 10.3.3 completed operations coverage for a period of 2 years following the date of substantial completion of the Work;
- 10.3.4 XCU coverage;
- 10.3.5 independent contractors and employees as additional insureds;
- 10.3.6 contractual liability coverage.

10.4 Business Automobile Liability Insurance. Automobile liability and property damage insurance covering all owned, non-owned and hired vehicles used in connection with the Work, with Respondent as the named insured and Fort Bend County as additional insured, insuring against liability for bodily injury and death and for property damage in an amount not less than \$1,000,000 per occurrence.

10.5 Worker's Compensation Insurance. Worker's compensation insurance providing statutory Texas coverage for all persons or entities employed by Respondent and all subcontractors in connection with the Project, with employer's liability insurance of not less than \$1,000,000 per occurrence and in the aggregate and a waiver of subrogation in favor of Fort Bend County.

Initials of Bidder: Z.Wi

- 10.6 **Umbrella Liability Insurance.** Umbrella liability insurance naming Respondent as the named insured and Fort Bend County as additional insured, in an amount not less than \$5,000,000 per occurrence and in the aggregate.
- 10.7 **Worker's Compensation Special Requirements.** In regard to Worker's Compensation Insurance the following special requirements shall apply. **All parties working on the Project shall maintain Worker's Compensation as required by Texas law.**
- 10.8 **Builders Risk Insurance.** Respondent shall obtain and keep in full force and effect until the final completion, Builders Risk Insurance, subject to policy terms and conditions, of direct physical loss or damage to property, materials, equipment and supplies which are to become an integral part of the Project, whether owned by Respondent, or subcontractors of every tier, and in which one or more of same has an insurable interest, while in transit, while at the construction site awaiting construction, during construction, and until the final completion date. Such insurance shall be maintained to cover, as nearly as practicable, the insurable value of such property, materials, equipment and supplies at risk, and shall contain a waiver of subrogation in favor of Respondent, **architect, subcontractors of any tier** and Fort Bend County for loss or damage occurring during the Work and shall name Respondent as the named insured and Fort Bend County as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Respondent.

**11.0 INDEMNIFICATION:**

**RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.**

- 11.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

Initials of Bidder: Z. W.

- 11.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 11.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 11.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 11.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 11.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 11.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## 12.0 PREVAILING WAGES:

This project is subject to the prevailing wage rate requirements of Chapter 2258 of the Government Code. The Contractor shall pay Fort Bend County sixty dollars (\$60.00) for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX080115 04/10/2009 TX115  
Superseded General Decision Number: TX20070117  
State: Texas  
Construction Type: Building

Initials of Bidder: Z.W.

County: Fort Bend County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	03/21/2008
2	03/28/2008
3	04/11/2008
4	04/25/2008
5	06/06/2008
6	06/27/2008
7	07/18/2008
8	09/05/2008
9	10/10/2008
10	12/26/2008
11	01/23/2009
12	04/10/2009

ASBE0022-002 06/01/2008

Rates	Fringes
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**ASBESTOS WORKER/INSULATOR**

(Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)      \$ 19.93      8.30

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 BOIL0074-002 08/08/2008

Rates	Fringes
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**BOILERMAKER**

\$ 25.02	14.66
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 CARP0551-003 04/01/2008

Rates	Fringes
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**Carpenter (Acoustical Ceiling Work Only)**

\$ 21.00	6.43
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 ELEC0716-004 09/01/2008

Rates	Fringes
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**ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers)**

\$ 24.85	7.61
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 ELEV0031-001 01/01/2009

Initials of Bidder:   Z.W.

	Rates	Fringes
ELEVATOR MECHANIC	\$ 33.725	18.285

FOOTNOTES: a.- Employer contributes 8% of basic hourly rate for over 5 years' service and 6% of basic hourly rate for 6 months to 5 years' service as Vacation Pay Credit. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day

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 PLAS0681-002 04/01/2005

	Rates	Fringes
PLASTERER Galveston County	\$ 20.15	3.20

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 PLUM0068-005 11/10/2008

	Rates	Fringes
Plumbers (Excluding HVAC Pipe)	\$ 27.79	8.84

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 PLUM0211-007 04/01/2008

	Rates	Fringes
Pipefitters (Excluding HVAC Pipe)	\$ 27.07	9.56

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 \* SFTX0669-001 04/01/2009

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 25.90	14.30

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 \* SHEE0054-005 04/01/2009

	Rates	Fringes
Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.37	9.61

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 SUTX2005-014 04/28/2005

	Rates	Fringes
Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
BRICKLAYER	\$ 18.00	0.00
Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00

Initials of Bidder: Z.W.

CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
DRYWALL FINISHER/TAPER	\$ 12.21	0.92
Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
Formbuilder/Formsetter	\$ 11.03	0.00
GLAZIER	\$ 14.01	2.72
INSULATOR -BATT AND FOAM	\$ 11.00	0.00
IRONWORKER, REINFORCING	\$ 12.01	0.00
IRONWORKER, STRUCTURAL	\$ 16.15	0.00
Laborers:		
Common	\$ 9.60	0.00
Mason Tender (Brick)	\$ 10.27	0.00
Mason Tender (Cement)	\$ 9.88	0.00
Pipelayer	\$ 12.34	0.00
Plaster Tender	\$ 12.90	2.51
LATHER	\$ 16.90	3.61
Painter - Brush, Roller & Spray	\$ 11.14	0.00
Pipefitter (HVAC Pipe Only)	\$ 18.11	4.65
POWER EQUIPMENT OPERATOR:		
Asphalt Paver	\$ 13.50	0.25
Backhoe	\$ 12.48	0.00
Crane	\$ 18.75	3.07
Forklift	\$ 14.53	0.00
Slab & Wall Saw	\$ 15.54	3.83
ROOFER	\$ 11.38	0.00
Sheetmetal Worker (HVAC Duct Only)	\$ 15.68	1.73
TILE FINISHER	\$ 11.86	0.53
TILE SETTER	\$ 15.71	1.01
TRUCK DRIVER	\$ 10.75	1.47

Initials of Bidder: Z. W.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Initials of Bidder: Z.W.

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

### **13.0 PREVAILING WAGES:**

Prevailing wage requirements of Chapter 2258, Government Code, apply.

### **14.0 PERMITS:**

It shall be the sole responsibility of the successful bidder to obtain all required permits in the name of Fort Bend County.

### **15.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:**

15.1 Preconstruction Work. Contractor shall do (or cause to be done) the following as preconstruction work:

15.1.1 On an as needed basis as determined by Fort Bend County, cause the Contractor's personnel to meet with Fort Bend County and the Engineer to discuss the status of the Project.

15.1.2 Review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

Initials of Bidder: Z.W.

15.2 Construction Work. Contractor shall do (or cause to be done) the following as construction work:

15.2.1 Perform (or cause to be performed) all preparatory work at the construction site required herein, including (without limitation) soil and concrete testing and demolition of improvements existing at the construction site and all actions necessary for compliance with all laws and regulations as to actions to be taken by owners or contractors before construction begins, including without limitation those in regard to archaeological and environmental requirements.

15.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

15.2.3 Furnish (or cause to be furnished) all materials, supplies, equipment, tools, labor, supervision, utilities, transportation, and other materials and services necessary to complete the Project described herein.

15.2.4 Materials testing necessary for the Project and required by laws and regulations, construction industry standards as approved by Fort Bend County and this Contract; the frequency of testing shall be approved by Fort Bend County.

15.3 Standards for Review and Approval.

15.3.1 Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.

15.3.2 If Fort Bend County disapproves of a particular matter or Proposed

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Change Order, the Contractor shall have the right to resubmit such matter or Proposed Change Order to Fort Bend County, altered to satisfy Fort Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

15.3.3 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

15.3.5 Expedited Approvals. Fort Bend County recognizes the importance of expeditious action upon all matters submitted to Fort Bend County for review and approval and of expeditious response to those aspects of the Project requiring approval by governmental authorities having jurisdiction thereover. Fort Bend County agrees to exercise its rights of review and approval hereunder with due diligence, reasonableness, and good faith. Fort Bend County shall use its reasonable efforts to expedite any required review of the Project or other matters by any governmental authority.

15.4 Changes.

15.4.1 General. Fort Bend County may make changes to the Project by altering, adding to, or deducting from the Project. All changes in the Project which (a) require an adjustment in the contract sum or an adjustment in the final completion date or (b) involve a material change in the overall scope or function of the Project shall be requested and authorized before commencing such changes by use of written change order notices, Proposed Change Orders and Change Orders, which change order procedure shall be the exclusive means to effect such changes in the Project.

15.4.2 Change Order Procedure. If at any time Fort Bend County desires to make any change in the Project requiring the issuance of a Change Order, Fort Bend County shall so advise the Contractor in writing by delivery to the Contractor of a written notice describing the change. Upon receipt of such notice initiated by Fort Bend County, the Contractor shall within a reasonable period of time advise Fort Bend County of the Contractor's proposal for the adjustments, if any, in the contract sum, the schedule of values, and the final completion date attributable to such change by delivering a written notice thereof (the "Proposed Change Order") to Fort Bend County. Such Proposed Change Order shall contain a description of the proposed change and shall set forth the Contractor's estimate of the increase or decrease, if any, in the contract sum and the change, if any, in the schedule of values and the final completion date attributable to such change. If the Contractor desires to make a change in the Project requiring the issuance of a change order, the Contractor shall deliver to Fort Bend County a Proposed Change Order. Upon execution by Fort Bend County,

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a Proposed Change Order shall constitute (and be defined herein as) a "Change Order" for purposes of this Contract. The Contractor shall forthwith perform the work as changed in accordance with such Change Order. All work performed pursuant to a Change Order shall be performed in accordance with the terms of this Contract. All Proposed Change Orders shall be submitted for approval by Fort Bend County. No action, acquiescence or inaction by Fort Bend County or any representative of Fort Bend County shall be construed to be a waiver of requirements set forth in this Contract in regard to Change Orders or ratification of a violation of such requirements, and all acts in violation of this provision shall be considered void.

15.4.3 Change Order Authorization. Each Change Order shall be signed by Fort Bend County and an authorized representative of the Contractor.

15.4.4 Contract Sum Adjustments. The contract sum and the schedule of values shall be adjusted only as a result of a Change Order requiring such adjustment. Any extra work performed without a proper Change Order shall be considered voluntary and not subject to additional compensation. The Contractor shall not be entitled to an adjustment in the contract sum (or a Change Order permitting such adjustment) or to damages as a result of any delays in the Project caused by the acts or omissions of Fort Bend County, provided that this sentence is not applicable to delays that constitute more than 90 days in any 365-day period or cause the Project to be interrupted for a continuous period of 45 days through no fault of the Contractor.

15.4.5 When Fort Bend County and the Contractor agree upon the adjustments in the contract sum, the schedule of values, and the final completion date attributable to such adjustment, such agreement will be documented by preparation and if approved by the Fort Bend County Commissioners Court, execution of an appropriate Change Order.

15.5 Site Access. Prior to the transfer date, Fort Bend County and the Contractor shall have uninterrupted access to the construction site. Subsequent to the transfer date, Fort Bend County will permit the Contractor, the Engineer, and their representatives and subcontractors to enter upon the Project at times reasonably necessary to complete the punch list items.

15.6 Applicable Laws and Regulations. Contractor shall in its performance of the Project comply with all applicable laws and regulations. Any delays in the prosecution of the Project caused by any changes in the laws and regulations or the application or enforcement of the laws and regulations may entitle the Contractor to an extension of time.

- 15.7 Familiarity with Project. The Contractor represents and accepts that it has: (a) visited the property(ies), (b) taken such other steps as may be necessary to ascertain the nature and location of the Project and the general and local conditions which affect the Project or the cost thereof, (c) investigated the labor situation as regards to the Project, (d) examined the property(ies), the obstacles which may be encountered and all other observable conditions having a bearing upon the performance of the Project, the superintendence of the Project, the time of completion and all other relevant matters, and (e) reported to Fort Bend County the results of all of the foregoing. The Contractor represents that it is familiar with all phases of the Project and the matters that may affect the Project or its prosecution under this Contract.
- 15.8 Standard of Performance. The Contractor shall prosecute (or cause to be prosecuted) the Project in accordance with the best efforts for the construction and development of projects similar to the Project in the State of Texas, using qualified, careful, and efficient contractors and workers and in conformity with the provisions of this Contract. The Contractor shall perform the work in a good and workmanlike manner.
- 15.9 Warranty of Contractor. The Contractor warrants to Fort Bend County that: (i) the Contractor possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and the Contractor will use its best efforts to ensure that the services provided under this Contract will be performed, delivered, and conducted in accordance with the best professional standards and in accordance with industry standards, and (ii) the Contractor is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly equipped, organized and financed to perform such work, and (iii) following the date of acceptance of this Contract, the services provided by the Contractor to Fort Bend County will conform to the representations contained in this Contract, including all attachments, schedules and exhibits. All warranties provided by the Contractor in this Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to Fort Bend County.
- 15.10 Contractor's Personnel. Contractor shall employ only competent, skilled personnel for the Project. Prior to the final completion date, the Contractor shall maintain a superintendent who shall be authorized to act on behalf of the Contractor and with whom Fort Bend County may consult at all reasonable times. The superintendent shall not be transferred from the Project without Fort Bend County's consent (which shall not be unreasonably withheld or delayed); provided, however, the superintendent shall not be assigned solely to the Project and shall be entitled to spend reasonable time working on matters unrelated to the Project so long as such work on other matters does not render the superintendent unavailable to the Project or unavailable to Fort Bend County. However, such obligation to furnish the superintendent and such staff personnel shall not be construed (a) to preclude

the promotion within the Contractor's organization of any person assigned to the Project or (b) to give rise to any liability of the Contractor if any person assigned to the Project (including, without limitation, the superintendent) leaves the Contractor's employment. If the superintendent is transferred from the Project, Fort Bend County shall have the right to approve the replacement superintendent (which approval will not be unreasonably withheld or delayed). The Contractor, the Architect, and the other subcontractors shall comply with all applicable health, safety, and loss prevention rules of applicable governmental authorities. The Contractor shall, at its own expense, remove from the Project any person who fails to comply with such rules and instructions. The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Project any unfit person or anyone not skilled in the work assigned to him. Fort Bend County may, upon written notice to the Contractor, require the Contractor to remove an individual immediately from providing services for the following reasons: violation of the terms and conditions of this Contract; violation of Fort Bend County's or the Contractor's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. Fort Bend County may, upon thirty (30) days written notice to the Contractor, require the removal of any individual from providing services without cause.

- 15.11 Inspection. The Project and all parts thereof shall be subject to inspection from time to time by inspectors designated by Fort Bend County. No such inspections shall relieve The Contractor of any of its obligations hereunder. Neither failure to inspect nor failure to discover or reject any of the work as not in accordance with the drawings and specifications or any provision of this Contract shall be construed to imply an acceptance of such work or to relieve the Contractor of any of its obligations hereunder. Fort Bend County agrees that its right of inspection shall be used reasonably and in a timely manner so as not to delay orderly completion of the Project.
- 15.12 Protection Against Risks. The Contractor shall take all precautions which are necessary and adequate, against conditions created during the progress of the Project which involve a risk of bodily harm to persons or a risk of damage or loss to any property. The Contractor shall regularly inspect all work, materials and equipment to discover and determine any such conditions and shall be responsible for discovery, determination, and correction of any such conditions. The Contractor shall comply with all federal, state, and local occupational hazard and safety standards, codes and regulations applicable in the jurisdiction where the Project is being performed. The Contractor shall include the substance of this clause in its entirety in all subcontracts for any work to be performed at the construction site.

Initials of Bidder: Z. W.

15.13 Equipment. Except as expressly provided herein to the contrary, the Contractor shall furnish (or cause to be furnished) all construction, transportation, installation, tools, and other equipment and facilities required for the performance of the Project within the times specified herein. Such equipment and facilities shall be serviceable and kept fit for the uses intended. Defective items shall be removed from the construction site promptly and at the Contractor's cost. The Contractor shall schedule (or cause to be scheduled) its other operations so as to not interfere with its duty to timely furnish the necessary equipment and facilities and personnel to operate the same at the times necessary for the orderly completion of the Project.

15.14 Materials. Except as may be specifically provided otherwise in the Contract or approved in advance by Fort Bend County, the Contractor shall provide Fort Bend County with copies of material testing reports and to cause all materials, equipment, and fabricated items incorporated in the Project to be new and of a suitable grade of their respective kinds for their intended use.

## 16.0 TERMINATION:

16.1 Fort Bend County may terminate the Contract if the Contractor:

16.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

16.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.

16.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.

16.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

16.2 When any of the above reasons exists, Fort Bend County may, without prejudice to any other rights or remedies of Fort Bend County and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

16.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

16.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.

- 16.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 16.4 When Fort Bend County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Project is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

**17.0 COMPLETION, TRANSFER, AND ACCEPTANCE:**

- 17.1 Final Completion. Upon the occurrence of the final completion date, the punch list items shall be promptly commenced and thereafter completed within thirty (30) days after final completion.
- 17.2 Transfer and Acceptance. Upon the occurrence of final completion, care, custody and control of the Project shall pass to Fort Bend County. As referenced herein, the "Transfer Date" shall mean the date on which the care, custody and control of the Project passes to Fort Bend County. Subsequent to the Transfer Date all risk of loss with respect to the Project shall be by Fort Bend County and the Contractor shall be thereafter obligated to cover the Project with their Insurance.

**18.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:**

- 18.1 Fort Bend County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as Fort Bend County may determine.
- 18.2 An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
  - 18.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
  - 18.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 18.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

**19.0 INDEPENDENT CONTRACTOR:**

The Contractor shall be an independent contractor and any provisions of this Contract that may appear to give Fort Bend County the right to direct the Contractor as to the details of the manner of doing the Project shall be deemed to mean that the Contractor shall follow the desires of Fort Bend County in the results of the Project only and not in the means whereby the Project is to be accomplished. The Contractor shall be responsible as to the details of completing the Project. Neither the agents, representatives, nor employees of the Contractor, shall be deemed to be the agents, representatives, or employees of Fort Bend County. The Contractor further represents that it accepts a fiduciary role and responsibility with respect to Fort Bend County and will, to its best abilities, act in the best interests of Fort Bend County and the timely completion of the Project. The Contractor agrees and understands that neither it nor any of its agents or employees may act in the name of Fort Bend County except and unless specifically authorized in writing by Fort Bend County to do so. The Contractor shall furnish construction administration and management services and use the Contractor's best efforts to complete the Project in an expeditious and economical manner consistent with the interests of Fort Bend County.

**20.0 NOTICE**

- 20.1 All written notices, demands, and other papers or documents to be delivered to Fort Bend County under this Contract shall be delivered to the Facilities Department, 1517 Eugene Heimann Circle, Suite 500, Richmond, Texas 77469, or at such other place or places as Fort Bend County may from time to time designate by written notice delivered to the Contractor. For purposes of notice under this Contract, a copy of any notice or communication hereunder shall also be forwarded to the following address: Fort Bend County, 301 Jackson Street, Suite 719, Richmond, Texas 77469, Attention: County Judge.
- 20.2 All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be delivered to the Authorized Representative identified in the Contract documents or such other place or places as the Contractor may designate by written notice delivered to Fort Bend County.

**21.0 RECORDS:**

- 21.1 Fort Bend County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to the Contract by Contractor.
- 21.2 The Contractor agrees to maintain and preserve for a period of at least five years after the earlier of the expiration of the defects period or termination of this Contract, accurate and complete records relating to the performance of the Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

**22.0 SUCCESSORS AND ASSIGNS:**

- 22.1 Fort Bend County and the Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.
- 22.2 Neither Fort Bend County nor the Contractor shall assign, sublet or transfer its interest in this Contract without the prior written consent of the other.
- 22.3 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

**23.0 PUBLIC CONTACT:**

Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of Fort Bend County. Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of Fort Bend County, except where required to do so by law.

**24.0 MODIFICATIONS:**

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

**25.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

**26.0 SEVERABILITY:**

In the event one or more of the provisions contained in these requirements or the specifications shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and these requirements or the specifications shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Initials of Bidder: Z.W.

**27.0 GOVERNING FORMS:**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

**28.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this Contract. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state these items at cost.

**29.0 ENTIRE AGREEMENT:**

The Parties agree that this Contract contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Contract. By entering into this Contract, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

**30.0 APPLICABLE LAW AND VENUE**

This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas, and that venue for any litigation arising out of or related to this Contract shall lie solely in the court of appropriate jurisdiction located in Fort Bend County, Texas.

**31.0 SPECIFICATIONS:**

Analyze and specify voltage and load handling characteristics of diesel generator needed to power entire building. Provide and install pad, generator and Automatic Transfer Switch to meet the specification; location to be approved by County:

- 31.1 Acceptable manufacturers: Caterpillar, Detroit, Generac, Kohler or Cummins, meeting Tier 2 requirements
- 31.2 Muffler/baffling must meet "hospital" noise specification;
- 31.3 Integral, minimum 48 hour fuel tank required;
- 31.4 Drawings to be sealed by a State of Texas PE;
- 31.5 New 320 amp meter can.

Initials of Bidder: Z. W.

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 13<sup>(th)</sup> day of October, 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Wellington Electric, Inc. (hereinafter designated Contractor).  
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Generator for Sheriffs Office Patrol Division** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 13 day of October, 2009.

By: [Signature] Fort Bend County, Texas  
County Judge

By: [Signature]  
Signature of Contractor

By: Zach Wallace V.P.  
Printed Name and Title

**32.0 PRICING:**

Price to provide and install generator for Sheriffs Office Patrol Division, 118 Legion Drive, Richmond, TX:

\$ 70,120.<sup>00</sup>/<sub>xx</sub>

**33.0 PROJECT DURATION:**

Bidder agrees, if awarded the contract, to complete all work required by the contract documents within 70 calendar days after issuance of a purchase order by the County Purchasing Agent and notice to proceed by the Facilities Department.

# Wellington Electric, Inc.

ELECTRICAL CONTRACTORS

8703 Meadowcroft, Suite 201  
Houston, Texas 77063  
Bus. (713)784-5696  
Fax (713)784-5697

Thursday, September 24, 2009

Debbie Kaminski  
4520 Reading Road, Suite A  
Rosenberg, TX. 77471

RE: Generator for Sheriffs Office (Bid 09-104)

Dear Debbie:

We propose to perform the following Scope of Work for the Lump Sum Amount of  
**\$70,120.00**

**Our Price Includes:**

- 1.) Material and Installation per Wellington Electric, Inc. design.
- 2.) Install (1) 100KW generator per specifications.
- 3.) Install (1) concrete pad.
- 4.) Permit fees.
- 5.) Completion in 70 calendar days.

**Our Price Excludes:**

- 1.) All saw cutting, break out, hauling off debris, patch and pour back.
- 2.) Sales tax.
- 3.) All replacement of lenses, lamps and ballast in existing or new fixtures.
- 4.) All communication cabling, termination and devices.
- 5.) The premium portion of any necessary overtime.
- 6.) Any additional costs for work required by Centerpoint Energy/HL&P.

If we can be of further assistance or if you have any questions, please advise.

Sincerely,

*Zach Wallace*  
Zachary Wallace  
Vice President

ZW/slf

BID BOND

For Use With The American Institute of Architects Contract Proposals

Bond

KNOW ALL BY THESE PRESENTS, That we, Wellington Electric, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the American Safety Casualty Insurance Company, of Atlanta, Georgia, a Corporation duly  
organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held firmly bound  
unto Fort Bend County as Obligee, hereinafter called the Obligee,  
in the sum of Five Percent of the Greatest Amount Bid Dollars

(\$ 5% of G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,  
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Installation of Generator for Sheriff's Department

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee  
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in  
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of September, 2009.

[Signature]  
Witness

Wellington Electric, Inc. (Seal)  
Principal

[Signature] President  
Title

[Signature]  
Mary Rifaat, Surety Assistant  
Witness

American Safety Casualty Insurance Company  
By [Signature]  
Roxanne G. Hebert Attorney-in-Fact



NUMBER

ASB- 515355

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

BRUCE C. DEHART, EDWARD L. MOORE, DAVID R. GROPPPELL, MARY M. RIFAAT, BEVERLY A. IRELAND, ROXANNE G. HEBERT, SHAREN GROPPPELL OF SPRING TEXAS

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\*\*\*THREE MILLION\*\*\*(\$3,000,000.00) DOLLARS\*\*\*

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the Eighth day of September, 2003.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the President or any Vice-President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this Eighth day of September, 2003.

Attest:

[Signature of Randolph L. Hutto]
Randolph L. Hutto, Secretary



[Signature of Stephen R. Crim]
Stephen R. Crim, President

STATE OF GEORGIA

COUNTY OF COBB }

On this Eighth day of September, 2003, before me personally came Stephen R. Crim, to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



[Signature of Ruth A. Bankston]
Ruth A. Bankston, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, a Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and Sealed at the City of Atlanta, in the State of Georgia.

Dated the 24th day of September, 2009



[Signature of Randolph L. Hutto]
Randolph L. Hutto, Secretary

## 1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent at 281-651-0002.
3. You may call American Safety Casualty Insurance Company's toll-free telephone number for information or to make a complaint at:

**1-800-388-3647**

4. You may also write to American Safety Casualty Insurance Company at:

100 Galleria Parkway, Suite 700  
Atlanta, GA 30339

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

6. You may write the Texas Department of Insurance:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

## 7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

## 8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente al 281-651-0002.

Usted puede llamar al numero de telefono gratis de American Safety Casualty Insurance Company's para informacion o para someter una queja al:

**1-800-388-3647**

Usted tambien puede escribir a American Safety Casualty Insurance Company al:

100 Galleria Parkway, Suite 700  
Atlanta, GA 30339

Puede Comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

## DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

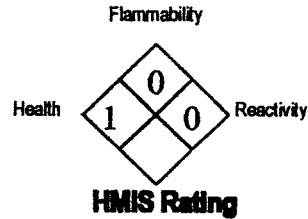
**UNA ESTE AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

### Three Client References

Dr. Dharmesh Patel  
Bellaire Emergency Center  
6030 S. Rice, Suite C  
Houston, TX. 77081  
225-252-571

Don Brady  
Fort Bend County – OEM Building  
307 Fort Street  
Rosenberg, Texas 77469  
281/633-7018

Glen Lee, Supervisor– General Contractor - Energy Capital Credit Union  
SLI Corporation  
18540 Hwy 290 West  
Houston, TX. 77065  
832-473-9865



# MATERIAL SAFETY DATA SHEET

## GENERAL INFORMATION

PRODUCT NAME OR NUMBER (as it appears on label) <b>Aqua-Gel® II Utility Cable Pulling Lubricant</b>		CATALOG NUMBER <b>All "31" Series</b>
MANUFACTURER'S NAME <b>IDEAL INDUSTRIES, INC.</b>		EMERGENCY TELEPHONE NO. <b>(#15) 895-5181</b>
ADDRESS (Number, Street, City, State, Zip Code) <b>Becker Place, Sycamore, IL 60178</b>		
HAZARDOUS MATERIAL DESCRIPTION, PROPER SHIPPING NAME, HAZARD CLASS, HAZARD CLASS, HAZARD ID NO. (49 CFR 172.101) <b>Nonep</b>		
CHEMICAL DESCRIPTION <b>Polymer-based Mixture</b>	FORMULA <b>Proprietary</b>	

### SECTION I - INGREDIENTS

CAS REGISTRY NO.	%W	CHEMICAL NAME(S)*	Listed as a carcinogen in NTP, IARC or OSHA 1910(z) (specify)
7732-18-5	<90	Water	No
9038-95-3	<10	Oxirane, Methyl-, Polymer With Oxirane,	No
9003-11-6	<5	Polyoxypropylene-polyoxyethylene Block Copolymer	No
124-68-5	<1	1-Propanol, 2-amino-2-methyl	No
8042-47-5 24838-91-8	<1	Acrylamide Sodium Acrylate Copolymer with Trideceth-6	No
102-71-6	<1	Triethanolamine	No
52-51-7	<0.1	2-Bromo-2-Nitropropane 1,3 Diol	No
205-199-48	<0.1	Blue Pigment	No

### SECTION II - PHYSICAL DATA

BOILING POINT <b>212 °F    100 °C</b>	SPECIFIC GRAVITY (H <sub>2</sub> O=1) <b>0.98</b>	PERCENT VOLATILE BY VOLUME (%) <b>&lt;90</b>
SOLUBILITY IN WATER <b>Infinite</b>	pH = <b>7.0 - 8.0</b>	PERCENT SOLID BY WEIGHT (%) <b>~10</b>
APPEARANCE AND ODOR <b>Clear blue gel, mild odor</b>	IS MATERIAL: LIQUID    SOLID (GE)    GAS    PASTE	

### SECTION III - FIRE AND EXPLOSION HAZARD DATA

FLASH POINT <b>None</b>	method used <b>C.O.C</b>	FLAMMABLE LIMITS	LFL <b>None</b>	UFL <b>None</b>
EXTINGUISHING MEDIA <b>Use extinguishing media suitable for surrounding materials</b>				
SPECIAL FIRE FIGHTING PROCEDURES <b>None</b>				
UNUSUAL FIRE AND EXPLOSION HAZARDS <b>None</b>				

\* None of the chemical raw materials contained in this formulation are considered hazardous under the Federal Hazards Communication Standard 29 C. F. R 1910.1200

### SECTION IV - HEALTH HAZARD INFORMATION

EFFECTS OF OVEREXPOSURE - Conditions to Avoid	
None normally expected. Upon prolonged contact, may cause temporary eye discomfort.	
THRESHOLD LIMIT VALUE	
N F	
PRIMARY ROUTES OF ENTRY Inhalation <input type="checkbox"/> Skin Contact <input checked="" type="checkbox"/> Other (specify)	
EMERGENCY FIRST AID PROCEDURES	
SKIN CONTACT:	Wash with soap and water
EYE CONTACT:	Flush with water
INGESTION:	Do not induce vomiting. Consult physician or local poison control center

### SECTION V - REACTIVITY DATA

STABILITY	UNSTABLE	CONDITIONS TO AVOID
	STABLE	
INCOMPATIBILITY (materials to avoid):		
Avoid strong oxidizers and nitrites		
HAZARDOUS DECOMPOSITION PRODUCTS:		
In the unlikely event of combustion of dried residue, oxides and nitrogen may be released		
HAZARDOUS POLYMERIZATION	MAY OCCUR	CONDITIONS TO AVOID
	WILL NOT OCCUR	

### SECTION VI - SPILL AND LEAK PROCEDURES

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED	
Wipe up, shovel or vacuum spilled material. Clean up spills immediately as they can be dangerously slippery.	
WASTE DISPOSAL METHOD	
Comply with Federal, state and local regulations for solid landfill	
CERCLA (Superfund) REPORTABLE QUANTITY (in lbs)	
N/A	
RCRA HAZARDOUS WASTE NO. (40CFR 261.33)	
N/A	
VOLATILE ORGANIC COMPOUND (VOC) (as packaged, minus water)	
None	
<sup>3</sup> Theoretical _____ lb/gal	N/A
<sup>P</sup> Analytical _____ lb/gal	N/A

### SECTION VII - PERSONAL PROTECTION INFORMATION

RESPIRATORY PROTECTION (specify type)			
None normally required			
VENTILATION	LOCAL EXHAUST (Specify Rate)	None	SPECIAL
	MECHANICAL (General) (Specify Rate)	Recommended in closed areas	None
PROTECTIVE GLOVES (specify type)		EYE PROTECTION (specify type)	
None normally needed - Neoprene if necessary		None normally required. Safety glasses or splash goggles	
OTHER PROTECTIVE EQUIPMENT			
Eye fountain in work area is recommended but not necessary			

### SECTION VIII - SPECIAL PRECAUTIONS

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING
Store at temperatures between 40 - 180 F. Avoid freezing
OTHER PRECAUTIONS
Keep away from children, infants and pets

### SECTION IX - ADDITIONAL INFORMATION

Extreme temperatures of combustion or burning and contact with nitrites could result in the formation of nitrosamines which are potential carcinogens. This condition is unlikely to occur.
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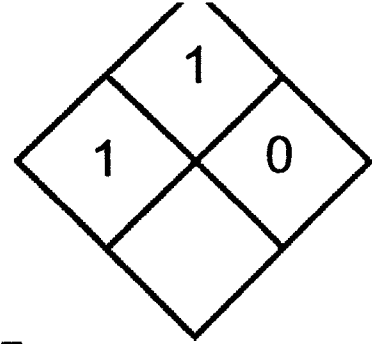
N/A = Not Applicable, N.E. = None Established

THIS MATERIAL SAFETY DATA SHEET PREPARED BY:

NAME	James R. MacMurdo	SIGNATURE
TITLE	Director, Corporate Quality Assurance	
DATE	2/17/2003	



Ridge Tool Company  
 400 Clark Street  
 Elyria, Ohio 44036-2023, U.S.A.



### MATERIAL SAFETY DATA SHEET

SECTION I - PRODUCT INFORMATION				
PRODUCT NAME: RIDGID PREMIUM DARK THREAD CUTTING OIL		EMERGENCY TELEPHONE NUMBER: (440) 323-5581		
CHEMICAL FAMILY: PETROLEUM HYDROCARBON		TELEPHONE NUMBER FOR INFORMATION: (800) 519-3456		
DOT PROPER SHIPPING NAME: NOT A REGULATED MATERIAL		DATE PREPARED: January 24, 2002		
SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION				
HAZARDOUS COMPONENTS	CAS NUMBER	OSHA PEL	ACGIH TLV	%
Paraffinic Mineral Oil	64742-54-7	5mg/m <sup>3</sup> TWA	5mg/m <sup>3</sup> TWA 10mg/m <sup>3</sup> STEL	>95%
Sulfur Additive Package	Mixture	No info	No info	<5%
Unlisted ingredients are trade secrets and are not hazardous chemicals under OSHA Hazard Communications Standard (29 CFR 1910.1200)				
SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS				
Boiling Point:	480°	Specific Gravity (H <sub>2</sub> O = 1):	0.87	
Vapor Pressure (mm Hg.)	0.01 @ 20°C	Solubility in Water:	NIL	
Vapor Density (Air = 1)	1	Evaporation Rate (Butyl Acetate = 1)	1	
APPEARANCE AND ODOR: Dark brown liquid				
SECTION IV - FIRE AND EXPLOSION HAZARD DATA				
Flash Point: (Method Used) 385°F (Cleveland Open Cup)		Flammable Limits: Not Determined	LEL:	UEL:
Extinguishing Media: Water Fog, Dry Chemical, CO <sub>2</sub> , or foam.				
Special Fire Fighting Procedures: Wear self contained breathing apparatus. Keep fire exposed containers cool with water.				
Unusual Fire and Explosion Hazards: Hot vapors form explosive mixtures with air.				
SECTION V - REACTIVITY DATA				
Stability	Unstable		Conditions to Avoid: Spark and Open Flames	
	Stable	X		
Incompatibility: (Materials to Avoid) Strong acids and oxidants				
Hazardous Decomposition or Byproducts: Upon Combustion - CO, CO <sub>2</sub> , Oxides of Sulfur				
Hazardous Polymerization	May Occur		Conditions to Avoid: None	
	Will not Occur	X		

SECTION VI - HEALTH HAZARD DATA			
Route(s) of Entry:	Inhalation? X	Skin? X	Ingestion? X
Health Hazards: (Acute and Chronic) Causes Irritation - May be skin defatter upon prolonged or repeated contact. Overexposure to vapors, mist or fumes may result in upper respiratory tract irritation and difficulty breathing. Mineral oil mist, OSHA established 8 hr. TWA PEL of 5 mg/m <sup>3</sup> . ACGIH recommends a 15 min. STEL TLV of 10 mg/m <sup>3</sup> .			
Carcinogenicity:	NPT? Not Listed	IARC Monographs? Not Listed	OSHA Regulated? Not Listed
Signs and Symptoms of Exposure: <i>Eyes:</i> Mild irritation and redness. <i>Ingestion:</i> Gastrointestinal irritation, nausea, vomiting and diarrhea. <i>Inhalation:</i> Dizziness and difficulty breathing.			
Medical Conditions Generally Aggravated by Exposure: Sensitive Dry Skin.			
Emergency and First Aid Procedures: <i>Eyes:</i> Immediately flush with plenty of water for at least 15 minutes. Call a physician. <i>Skin:</i> Wash with soap and water. <i>Ingestion:</i> Do not induce vomiting. Dilute by giving at least 2 glasses of milk or water to a conscious person. Get medical attention. <i>Inhalation:</i> Remove to fresh air and give artificial respiration is necessary. Get medical attention			
SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE.			
Steps to be Taken in Case Material is Released or Spilled: Do not use water - Soak up with sand, earth or other inert material. Put in suitable container. Dispose of in accordance with Local, State and Federal regulations.			
Waste Disposal Method: Dispose of material in accordance with Local, State and Federal regulations. Avoid contamination of sewers and water ways.			
Precautions to be Taken in Handling and Storing: Avoid contact with eyes, skin, and clothing. Remove contaminated clothing. Launder before re-use. Wash thoroughly after handling.			
Other Precautions: Avoid breathing mist or vapors.			
SECTION VIII - CONTROL MEASURES			
Respiratory Protection (Specify Type): Use NIOSH approved respirator if engineering or other controls are not adequate to reduce airborne exposure to below permissible exposure limits.			
Ventilation: General dilution or local exhaust recommended.			
Protective Gloves: Neoprene Oil Impervious if subject to continuous contact.		Eye Protection: Safety Glasses or Goggles	
Other Protective Clothing or Equipment: Aprons, Oil Repellent Barrier Creme or other as required to avoid skin contact if subject to repeated exposure.			
Work/Hygienic Practices: Wash after handling.			
SECTION IX - REGULATORY INFORMATION			
TSCA: All components are registered under regulations of TSCA.			
Sara Title III: Contains no ingredients subject to reporting under Section 313. Is reportable under Sections 311 and 312 if thresholds are met. Contains no extremely hazardous substances under Section 302. Health categories are Health/Acute and Health/Chronic.			
WE BELIEVE THE STATEMENTS, TECHNICAL INFORMATION AND RECOMMENDATIONS CONTAINED HEREIN ARE RELIABLE, BUT THEY ARE GIVEN WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EXPRESSED OR IMPLIED, AND WE ASSUME NO RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR EXPENSE, DIRECT OR CONSEQUENTIAL, ARISING OUT OF THEIR USE.			

PRODUCT: Polyvinyl Chloride Conduit/Fittings/Accessories

DATE PREPARED: 5/04

MANUFACTURER:

CANTEX, INC.  
2101 Southeast 1st Street  
Post Office Box 340  
Mineral Wells, Texas 76068

HAZARDOUS INGREDIENTS INFORMATION

HAZARDOUS COMPONENTS                                  OSHA PEL                                  ACGIH TLV                                  %

PVC materials in conduit or molded form are inert and should not constitute any hazard in normal use or handling.

\*THIS PRODUCT DOES  DOES NOT CONTAIN TOXIC CHEMICALS SUBJECT TO THE REPORTING REQUIREMENTS OF SECTION 313 OF THE EMERGENCY PLANNING AND COMMUNITY RIGHT-TO-KNOW ACT OF 1986 AND OF 40CFR372.

HMIS HEALTH	REACTIVITY	FLAMMABILITY
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PHYSICAL/CHEMICAL CHARACTERISTICS

BOILING POINT:	N.A.	SPECIFIC GRAVITY (H <sub>2</sub> O=1):	1.42 gms/cc
VAPOR PRESSURE (MM=Hg):	N.A.	MELTING POINT:	N.A.
VAPOR DENSITY (AIR=1);	N.A.	EVAPORATION RATE:	N.A. (butyl acetate=1)
SOLUBILITY IN WATER:	Insoluble		
APPEARANCE AND ODOUR:	N.A.		

FIRE AND EXPLOSION HAZARD DATA

FLASH POINT (method used)	FLAMMABLE LIMITS
Ignition Temp. Above 734° F	N.A.

EXTINGUISHING MEDIA: Water, foam and dry chemicals

SPECIAL FIRE FIGHTING PROCEDURES: PVC gives off thick smoke and toxic gasses such as carbon monoxide when burning. Firefighters must wear self-contained breathing apparatus.

UNUSUAL FIRE AND EXPLOSION HAZARDS: Combustion products are hazardous and toxic in nature. Thick smoke may obscure vision. PVC pipe and conduit will not burn unless supported by other combustible material.

-----  
REACTIVITY DATA  
-----

**STABILITY:** STABLE

**INCOMPATIBILITY:** N.A.

**HAZARDOUS DECOMPOSITION PRODUCTS:** CARBON MONOXIDE, HYDROGEN CHLORIDE

**HAZARDOUS POLYMERIZATION:** WILL NOT OCCUR

-----  
HEALTH HAZARD DATA  
-----

**EFFECTS OF OVEREXPOSURE:** Under most circumstances, exposure to PVC pipe materials poses no significant risk to health. During fire, toxic fumes, such as carbon monoxide and other gases are given off which are injurious to all sensitive skin areas and the breathing function. Skin irritation and coughing may result.

**INHALATION:** N.A.

**SKIN CONTACT:** N.A.

**EYE CONTACT:** N.A.

**INGESTION:** N.A.

**CHRONIC:** N.A.

-----  
EMERGENCY FIRST AID PROCEDURES:  
-----

**EYES:** N.A.

**SKIN:** N.A.

**INGESTION:** N.A.

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** N.A.

**SUSPECTED CANCER AGENT:** IARC: NO NTP: NO OSHA: NO

-----  
SPILL OR LEAK PROCEDURES  
-----

**IF MATERIAL IS SPILLED:** Not applicable to PVC in pipe form. In pelletized, machined shavings or off-cut form, sweep up and place in suitable container for disposal.

**WASTE DISPOSAL METHOD:** LANDFILL PVC is an inert plastic material. No special disposal procedures are necessary other than complying with local, state and federal regulations.

-----  
SPECIAL PROTECTION INFORMATION  
-----

**RESPIRATORY PROTECTION:** Non-toxic nuisance dust mask may be advised in presence of heavy saw dusting.

**VENTILATION:** Mechanical (General) in areas of thermal processing.

**HAND PROTECTION:** Gloves in areas involving molten PVC

**EYE PROTECTION:** In areas involving molten PVC

**OTHER PROTECTION:** None required

-----  
SPECIAL PRECAUTIONS  
-----

California Proposition 65 Statement:

No chemicals used to manufacture our products are reportable under this law.

THE DATA CONTAINED HEREIN ARE BASED ON INFORMATION THAT CANTEX BELIEVES TO BE RELIABLE, BUT NO EXPRESSED OR IMPLIED WARRANTY IS MADE WITH REGARD TO THE ACCURACY OF SUCH DATA OR ITS SUITABILITY FOR A GIVEN SITUATION.

Information on this form is furnished solely for the purpose of compliance with the Occupation Safety and Health Act and shall not be used for any other purpose. CAN-TEX urges the customers receiving this Material Safety Data Sheet to study it carefully to become aware of the hazards, if any, of the product involved. In the interest of safety, you should notify your employees, agents and contractors of the information on this sheet.

### SECTION I

#### MANUFACTURER'S NAME

INSTANT PLASTICS SYSTEMS  
ADDRESS  
P.O. BOX 48007, GARDENA, CA 90248

#### TRANSPORTATION EMERGENCIES:

CHEMTREC: (800) 424-9300 OR 3 E COMPANY (800) 451-8346

#### MEDICAL EMERGENCIES:

3 E COMPANY (24 HOUR NO) (800) 451-8346

BUSINESS: (310) 898-330

#### CHEMICAL NAME and FAMILY

Solvent Cement for PVC Plastic Pipe  
Mixture of PVC Resin and Organic Solvents

#### TRADE NAME:

CANTEX #10 PURPLE PRIMER

FORMULA: Proprietary

### SECTION II - HAZARDOUS INGREDIENTS

None of the ingredients below are listed as carcinogen by IARC, NTP or OSHA

	CAS#	APPROX %	ACGIH-TLV	ACGIH-STEL	OSHA-PEL	OSHA-STEL	(A) STEL	(B) STEL
Polyvinyl Chloride Resin (PVC)	NON/HAZ		N/A		N/A			
Tetrahydrofuran (THF)**	109-99-9	45-55	200 PPM	250 PPM	200 PPM	250 PPM	25 PPM	75 PPM
Methyl Ethyl Ketone (MEK)	78-93-3	35*	200 PPM	300 PPM	200 PPM	300 PPM		

\* Title III Section 313 Supplier Notification: This product contains toxic chemicals subject to the reporting requirements of Section 313 of the Emergency Planning and Community Right-to Know Act of 1986 and of 40CFR372. This information must be included in all MSDS's that are copied and distributed for this material.

(A) Dupont's AEL for 8 hour and 12 hour TWA, (B) Dupont's recommended STEL for 15 minute TWA

\*\* Information found in a report from the National Toxicology Program (NTP) on an inhalation study in rats and mice suggest that Tetrahydrofuran (THF) can cause tumors in animals. In the study the rats and mice were exposed to THF vapor levels up to 1800 PPM for two years (their lifetime), 6 hours/day, 5 days/week. Test results showed evidence of liver tumors in female mice and kidney tumors in male rats. There is no data linking Tetrahydrofuran exposure with cancer in humans.

#### SHIPPING INFORMATION FOR GALLON CONTAINERS OR GREATER

DOT Shipping Name: Adhesive  
DOT Hazard Class: 3  
Identification Number: UN 1133  
Packaging Group: II  
Label Required: Flammable Liquid

#### SPECIAL HAZARD DESIGNATIONS

	HMIS	NFPA	HAZARD RATING
HEALTH:	2	2	0-Minimal
FLAMMABILITY:	3	3	1-Slight
REACTIVITY:	0	1	2-Moderate
PROTECTIVE:			3-Serious
EQUIPMENT:	H		4-Severe

#### SHIPPING INFORMATION FOR CONTAINERS LESS THAN ONE GALLON

DOT Shipping Name: Consumer Commodity  
DOT Hazard Class: ORM-D

### SECTION III - PHYSICAL DATA

#### APPEARANCE

Purple, Thin Liquid

SPECIFIC GRAVITY @ 70+/- 2°F  
0.837 +/- 0.040

VAPOR DENSITY (Air=1)  
2.49

#### ODOR

Ethereal

VAPOR PRESSURE (mm.Hg.)  
143 mm Hg. based on first boiling component THF @ 20°C

EVAPORATION RATE (BUAC=1)  
>1.0

#### BOILING POINT (°F/°C)

151° Based on first boiling component: THF  
PERCENT VOLATILE BY VOLUME (%)  
100%

#### SOLUBILITY IN WATER

Completely soluble in water

VOC Statement: VOC as manufactured: 795 Grams/liter, Maximum VOC emission per SCAQMD Rule 1168, Test Method 316A: 580 Grams/liter

### SECTION IV - FIRE AND EXPLOSION HAZARD DATA

#### FLASH POINT

6°F T.C.C. Based on THF

#### FLAMMABLE LIMITS

(Percent By Volume)

LEL

2.0

UEL

11.8

#### FIRE EXTINGUISHING MEDIA

Aqueous "Purple K" potassium bicarbonate dry chemical, carbon dioxide, National Aer-O-Foam universal alcohol resistant foam, water spray.

#### SPECIAL FIRE FIGHTING PROCEDURES

Evacuate enclosed areas, stay upwind. Close or confined quarters require self-contained breathing apparatus, positive pressure hose masks or airline masks. Use water spray to cool containers, to flush spills from source of ignition and to disperse vapors.

#### UNUSUAL FIRE AND EXPLOSION HAZARDS

Fire hazard because of low flash point and high volatility. Vapors are heavier than air and may travel to source of ignition.

**PRIMARY ROUTES OF ENTRY**

Inhalation     Skin Contact     Eye Contact     Ingestion

**EFFECT OF OVEREXPOSURE**

**ACUTE:** Inhalation: Severe overexposure may result in nausea, dizziness, headache. Can cause drowsiness, irritation of eyes and nasal passages

**SKIN CONTACT:** Skin irritant. Liquid contact may remove natural skin oils resulting in skin irritation. Dermatitis may occur with prolonged contact.

**SKIN ABSORPTION:** Prolonged or widespread exposure may result in the absorption of harmful amounts of material.

**EYE CONTACT:** Overexposure may result in severe eye injury with corneal or conjunctival inflammation on contact with the liquid. Vapors slightly uncomfortable.

**INGESTION:** Moderately toxic. May cause nausea, vomiting, diarrhea. May cause mental sluggishness.

**CHRONIC:** Symptoms of respiratory tract irritation and damage to respiratory epithelium were reported in rats exposed to 5000 ppm THF of 90 days. Elevation of SGPT suggest a disturbance in liver function. The NOEL was reported to be 200 ppm.

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** Individuals with pre-existing diseases of the eyes, skin or respiratory system may have increased susceptibility to the toxicity of excessive exposures.

**EMERGENCY AND FIRST AID PROCEDURES**

**INHALATION:** If overcome by vapors, remove to fresh air and if breathing stopped, give artificial respiration. If breathing is difficult, give oxygen. Call physician.

**EYE CONTACT:** Flush with plenty of water for 15 minutes and call physician.

**SKIN CONTACT:** Remove contaminated clothing and shoes. Wash skin with soap and water for at least 15 minutes. If irritation develops, get medical attention.

**INGESTION:** To conscious person, give 2 glasses of water. Do not induce vomiting and call physician or poison control center immediately.

**SECTION VI - REACTIVITY**

STABILITY	UNSTABLE		CONDITIONS TO AVOID Keep away from heat, sparks, open flame and other sources of ignition.
	STABLE	X	

**INCOMPATIBILITY**

(MATERIALS TO AVOID) Caustics, ammonia, inorganic acids, chlorinated compounds, strong oxidizers and isocyanates.

**HAZARDOUS DECOMPOSITION PRODUCTS**

When forced to burn, this product gives out carbon monoxide, carbon dioxide, hydrogen chloride and smoke.

HAZARDOUS POLYMERIZATION	MAY OCCUR		CONDITIONS TO AVOID Keep away from heat, sparks, open flame and other sources of ignition
	WILL NOT OCCUR	X	

**SECTION VII - SPILL OR LEAK PROCEDURES****STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED**

Eliminate all ignition sources. Avoid breathing of vapors. Keep liquid out of eyes. Flush with large amount of water. Contain liquid with sand or earth.

Absorb with sand or nonflammable absorbent material and transfer into steel drums for recovery or disposal. Prevent liquid from entering drains.

**WASTE DISPOSAL METHOD**

Follow all local, State and Federal regulations. Consult disposal expert. Can be disposed of by incineration. Excessive quantities should not be permitted to enter drains. Empty containers should be air dried before disposing. Hazardous Waste Code: 214.

**SECTION VIII - SPECIAL PROTECTION INFORMATION****RESPIRATORY PROTECTION (Specify type)**

Atmospheric levels should be maintained below established exposure limits contained in Section II. If airborne concentrations exceed those limits, use of NIOSH approved organic vapor cartridge respirator with full face-piece is recommended. The effectiveness of air purifying respirator is limited. Use it only for a short-term exposure. For emergency and other conditions where short term exposure guidelines may be exceeded, use an approved positive pressure self-contained breathing apparatus.

**VENTILATION**

Use only with adequate ventilation. Provide sufficient ventilation in volume and pattern to keep contamination below applicable exposure limits set forth in section II. Use only explosion proof ventilation equipment.

**PROTECTIVE GLOVES**

PVA coated

**EYE PROTECTION**

Splash proof chemical goggles

**OTHER PROTECTIVE EQUIPMENT AND HYGIENIC PRACTICES**

Impervious apron and a source of running water to flush or wash eyes and skin in case of contact.

**SECTION IX - SPECIAL PRECAUTIONS****PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING**

Store in the shade between 40°F - 110°F. Keep away from heat, sparks, open flame and other sources of ignition. Avoid prolonged breathing of vapors. Use with adequate ventilation. Avoid contact with eyes, skin and clothing. Train employees on all special handling procedures before they work with this product.

**OTHER PRECAUTIONS**

Follow all precautionary information given on container label and product bulletins and other literature. All handling equipment should be electrically grounded.

The information contained herein is based on data considered accurate. However, no warranty is expressed or implied regarding the accuracy of this data or the results to be obtained from the use thereof.



**MATERIAL SAFETY DATA SHEET**  
**IDENTITY: PENETROX™ A-13 OXIDE INHIBITING COMPOUND**

**SECTION I**

Manufacturer's Name, Address

FCI USA INC.,  
 BURNDY ELECTRICAL

Emergency & Information Telephone Number  
 603-647-5000

Address

47 EAST INDUSTRIAL PARK DRIVE  
 P.O. BOX 9507  
 MANCHESTER, NEW HAMPSHIRE 03108-9507

Signature of Preparer (optional)

Supersedes: October 2, 2000

Date Prepared: June 04, 1994

Date Revised: January 17, 2002

**SECTION II - HAZARDOUS INGREDIENTS/IDENTITY INFORMATION**

Hazardous Components: Specific chemical identity (common name(s))/CAS Number

	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (Optional)
Zinc / 7440-66-6 (dust)	5, 15 mg/m <sup>3</sup>	10.0 mg/m <sup>3</sup>	5.0 mg/m <sup>3</sup> (NIOSH)	15%
Castor Oil / 8001-79-4	Not Applicable	5 mg/m <sup>3</sup>	Not Applicable	_____
Formula: Proprietary Compound				
Hazardous Material Information System (HMIS/NFPA) Rating: Health = 1 Flammability = 0 Reactivity = 0				
WHMIS Hazard Identification System: D2B				

**SECTION III - PHYSICAL/CHEMICAL CHARACTERISTICS**

Boiling Point	Not Applicable	Specific Gravity (H <sub>2</sub> O =1)	1.07
Vapor Pressure (mm Hg)	Not Applicable	Melting Point	Not Applicable
Vapor Density (AIR = 1)	Heavier than air	Appearance and Odor	Mild odor grease, gray in color
Evaporation Rate (Butyl Acetate = 1)	Not Applicable	Reactivity in Water	Contact with water for extended periods may cause HYDROGEN gas formation, which in confined spaces may reach explosive concentrations.

**SECTION IV - FIRE AND EXPLOSION HAZARD DATA**

Flash Point (Method Used)	Flammable Limits	LEL	UEL
500°F per ASTM D92	Not Volatile	Not Applicable	Not Applicable
Extinguishing Media:	Dry Powder, CO <sub>2</sub> , Sand/Earth		
Special Fire Fighting Procedures:	Dry Powder, CO <sub>2</sub> , Sand/Earth		
Unusual Fire and Explosion Hazards:	Keep container tightly closed and away from heat and open flames. Closed containers may explode or cover of container may pop off if ambient temperature exceeds 150°F (66°C). Fire may produce dense, black smoke.		



# FCI

## SECTION V - REACTIVITY DATA

<u>Stability</u> - Stable	<u>Conditions to Avoid</u> - exposure to strong bases at high temperature, strong acids, strong oxidizers, materials reactive with hydroxyl compounds.
<u>Incompatibility (Materials to Avoid)</u> Contact with oxidizing materials.	
<u>Hazardous Decomposition or Byproducts:</u> Burning- carbon monoxide, carbon dioxide, and dense black smoke.	
<u>Hazardous Polymerization</u> - Will not occur	

## SECTION VI - HEALTH HAZARD DATA

<u>Route(s) of Entry</u> - Principle routes of entry through absorption or ingestion.			
<u>Inhalation</u>	<u>Skin</u> YES	<u>Ingestion</u> YES	<u>Health Hazards (Acute &amp; Chronic)</u> Skin and eye irritation
<u>Carcinogenicity</u> Not Applicable	<u>NTP</u> NO	<u>IARC Monographs</u> NO	<u>OSHA Regulated</u> Not Applicable
<u>Signs and Symptoms of Exposure</u> - Prolonged skin contact may cause skin irritation in some individuals. <u>Medical Conditions Generally Aggravated by Exposure</u> - Skin irritation resulting from prolonged skin contact.			
<u>Emergency and First Aid Procedure</u>			
<u>EYES</u> - Flush with water for 15 minutes; Consult Doctor.		<u>SKIN</u> - Wash off with soap and water	
<u>INHALATION</u> - Remove to fresh air; Consult Doctor		<u>INGESTION</u> - Call Doctor immediately	

## SECTION VII - PRECAUTIONS FOR SAFE HANDLING AND USE

Steps to be taken in case material is released or spilled - Recover free product; add sand, earth sawdust or other absorbent if necessary.

Waste Disposal Method - Dispose of as solid waste in accordance with Federal, State and Local regulations.

Precautions to be taken in handling and storing - Store in closed containers. Protect from contamination with other materials. Do NOT transfer into unmarked containers. Avoid storage in temperatures exceeding 50°F (66°C). Avoid strong oxidizers such as hydrogen peroxide, bromine, etc.

Other precautions - None

## SECTION VIII - Control Measures

Respiratory Protection (Specify Type) - None, under normal conditions.

Ventilation - Use in open, well-ventilated area. Local Exhaust - None

Mechanical (General) - None      Other - None      Special None

Protective Gloves - Chemical resistant gloves, especially where prolonged skin contact may occur.

Eye Protection - Safety Glasses when eye contact may occur.

Other Protective Clothing or Equipment - As required to prevent dermal contact. Safety shower and eye wash should be provided.

Work/Hygienic Practices - Avoid eye and prolonged skin contact; wash before eating.

## SARA NOTICE

FCI is required to notify you that you have purchased product which contains a toxic chemical or chemicals subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR, Part 372. FCI is providing the name of each toxic chemical, the associated Chemical Abstract Service (CAS) registry number and percent by weight of each toxic chemical in the product. This notification must not be detached from the MSDS and any copying or re-distribution of the MSDS shall include a copy of this notice.

**Product: PENETROX™ A-13 Oxide Inhibiting Compound**

SARA Toxic Chemical: Zinc (fume or dust)

CAS No: 7440-66-6

Percentage by Weight: 15%



## I. Product Description

CRC Upside Down Marking Spray Paints are designed to clearly and effectively mark the location of underground utilities and are the professionally preferred markers at construction sites. These specially formulated marking paints provide the best features needed to mark any job. Apply with any of CRC's convenient equipment and accessories. Colors meet the A.P.W.A. One Call International Color Standards.

## II. Applications

Recommended to identify and code surfaces such as metal, concrete, asphalt, gravel, soil, trees and grass for construction, utility, recreational, municipal and landscaping sites, golf courses, nurseries and surveying.

## III. Features & Benefits

- **Bright Vivid Lines.** High quality for improved visibility; won't wash away.
- **Lead Free Formula.** Won't harm grass.
- **Unique Spray Head.** Easier to use, less finger fatigue. Twist cap prevents accidental discharge.
- **Fast Drying.** Tack free in 2 to 5 minutes.
- **Available in a Wide Range of A.P.W.A. Colors.** Meets almost every color need.
- **M.S.D.[L]<sup>TM</sup>-Material Safety Data Label.** Provides instant access to current safety information should an accident or OSHA inspection occur. Helps comply with **OSHA Hazard Communications Standard 29 CFR 1910.1200.**
- Available in **20 oz. aerosol can size.**

## IV. Physical Properties with propellant

<b>Resin System</b>	Acrylic	<b>Specific Gravity</b>	> 1 (water =1)
<b>Odor and Appearance</b>	Typical Solvent Paint	<b>Boiling Point</b>	232°F to 289°F
<b>Flashpoint</b>	-100°F TCC	<b>% Volatile</b>	55-66
<b>Vapor Density</b>	Heavier than air	<b>Propellant</b>	Hydrocarbon
<b>VOC Content (Fed) (Wt.)</b>	65% maximum		
<b>Sara Title III, Sect. 313 Chemicals</b>	Yes		
<b>Prop 65</b>	Yes		

## VI. Performance Characteristics

Dry Time, Tack Free	2 to 5 minutes
Linear Coverage	Up to 700 linear feet of 2 to 4 inch line width

## VII. Directions

- Shake well, listening for rattle of mixing ball, continue shaking for 1 minute. Shake for 10 seconds at 1 to 2 minute intervals during application.
- Marking may be done at temperatures as low as 35°F. Store can at temperatures between 60°F and 80°F.
- Spray can 6 to 12 inches above area to be marked.
- After spraying, hold can upright, away from face and eyes, and depress spray tab to clean valve and sprayhead.

## VIII. Package Description

The American Public Works Association (A.P.W.A.) encourages public agencies, utilities, and contractors that excavate underground to use this color standard to identify the location and type of below surface utilities. This system has helped prevent accidental damage and injury, and is the law in many states and municipalities.

### Upside Down Marking Spray Paint

18200	Safety Red	18206	White
18201	Caution Yellow	18207	Red Fluorescent
18202	Caution Blue	18208	Orange Fluorescent
18203	Safety Green	18209	Pink Fluorescent
18204	Alert Orange	18210	Red/Orange Fluorescent

## IX. Disposal

Disposal requirements vary by state and local jurisdiction. All used and unused product should be disposed of in conformance with local, state and federal regulations.

## IX. Special Use Warnings

Do not puncture, incinerate or store above 120° F. Exposure to high temperatures may cause can to burst. Do not place in direct sunlight or near any heat source. Use only in well ventilated area. Avoid continuous breathing of vapor and spray mist. Avoid contact with skin and eyes. If ventilation is not adequate, respiratory protection should be worn.

Some state and local agencies may require that aerosol paints be sold from locked cages or other specialized displays in order to conform to local anti-graffiti regulations. Check with local authorities to ensure compliance with existing regulations. CRC can provide locked cages to aid in conformance to anti-graffiti legislation.

**PRODUCT WARRANTY:** CRC offers a conditional warranty on this product for the period of 2 years from the date of manufacture.

**DISCLAIMER:** This information is accurate to the best of CRC Industries' knowledge or obtained from sources believed by CRC to be accurate. Before using any product, read all warnings and directions on the label. All products should be tested for suitability on a particular application prior to actual use. CRC Industries, Inc. makes no representations or warranties of any kind concerning this data.

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