

MEMORANDUM

TO: Judge Robert Hebert
County Judge

FROM: Debbie Kaminski
Assistant Purchasing Agent

SUBJECT: Please sign the attached contract(s) approved in Commissioners Court
on August 24, 2010. Thank you.

DATE: September 8, 2010

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

8/24 Court
AGENDA ITEM
34D Bid #10-115
D5 Bid #10-113

→ Co. Clerk 9-15-10

9-15-10 orig. ret. to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

Invitation for Bid
Carpet Replacement at George Memorial Library
Bid 10-115

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

Architectural Floors, Incorporated

Legal Name of Contracting Company

Jonathan Guel

Contact Person

1803 Allen Parkway Houston, TX 77019

Complete Mailing Address

713-627-2112

Telephone Number

713-627-0870

Facsimile Number

jonathan.guel@archfloors.com

Email Address



Signature

8/2/10

Date

TRANSMISSION VERIFICATION REPORT

TIME : 08/02/2010 11:20
NAME :
FAX : 7136270870
TEL :
SER.# : BROE8J811655

DATE, TIME	08/02 11:19
FAX NO./NAME	2813418645
DURATION	00:00:18
PAGE(S)	01
RESULT	OK
MODE	STANDARD ECM

Fort Bend County Specification Download Acknowledgment



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Architectural Floors, Incorporated
Legal Name of Contracting Company

Jonathan Guel
Contact Person

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/10/2010

PRODUCER

Ins. Assoc. of the S.W., LLC
P. O. Box 441767
Houston, TX 77244
281 558-6363

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Arch Floors, Inc.
dba Architectural Floors
1803 Allen Pkwy.
Houston, TX 77019

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: Hartford Casualty Ins. Co.

29424

INSURER B: Hartford Underwriters Ins.

30104

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	61UUQAG1066	01/05/10	01/05/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$300,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61UUQAG1066	01/05/10	01/05/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	61XHGY18500	01/05/10	01/05/11	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	61WEZPK5660	01/05/10	01/05/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Fort Bend County is included as additional insured as respects to the general liability, auto liability and umbrella liability policies as required by written contract. A waiver of subrogation is provided in favor of Fort Bend County as respects to the workers' compensation policy as required by written contract.

CERTIFICATE HOLDER

Fort Bend County

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



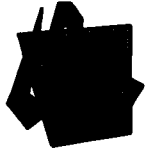
ARCHITECTURAL FLOORS

1803 Allen Parkway
Houston, TX 77019

Phone (713) 627-2112
Fax (713) 627-0870

Largest Projects

Project Name	General Contractor	Architect	Contract Amount	Project Type	Year Completed
1 Legacy at Memorial	E.E. Reed Construction	WDG Architecture	\$2,163,311	Hi-Rise	2009
2 Fountains at Memorial	Anslow Bryant	Morris Architects	\$2,151,759	Hi-Rise	2009
3 Chevron	D.E. Harvey Builders	HOK	\$1,871,662	Corporate	2009
4 Jacobs Engineering	E.E. Reed Construction	HOK	\$1,526,119	Corporate	2008
5 The Royalton	D.E. Harvey Builders	Simmons Vedder	\$1,286,762	Hi-Rise	2002
6 M.D. Anderson	D.E. Harvey Builders	Page Southerland Page	\$1,135,445	Medical	2008
7 Gulf States Toyota	Spaw Maxwell Company	Kirksey	\$1,101,789	Corporate	2009
8 Technip	PCS Construction	Kirksey	\$1,039,621	Corporate	2009
9 Halliburton	D.E. Harvey Builders	Gensler	\$918,717	Corporate	2005
10 CB&I	D.E. Harvey Builders	HOK	\$823,950	Corporate	2008
11 Mustang Engineering	Opus West Construction	Ziegler-Cooper	\$819,368	Corporate	2007
12 HISD	E.E. Reed Construction	Gensler	\$784,509	Corporate	2006
13 Medical Clinic Building & Garage	Linbeck	O'Neill Hill	\$723,795	Medical	2009
14 Dow Chemical	D.E. Harvey Builders	Yost Grube Hall	\$697,393	Corporate	2009
15 Reed Hycalog	Kingham Dalton Builders	Carter Burgess	\$694,072	Corporate	2008
16 Haynes & Boone	D.E. Harvey Builders	DMJM	\$566,281	Corporate	2005
17 Harris Co Juvenile Justice Cntr	Satterfield and Pontikes	Morris Architects	\$559,871	Institutional	2005
18 Ernst & Young	Spaw Maxwell Company	HOK	\$534,688	Corporate	2003
19 One Park Place	D.E. Harvey Builders	Jackson & Ryan	\$519,858	Hi-Rise	2009
20 Hydro	D.E. Harvey Builders	O'Neill Hill	\$515,822	Corporate	2008
21 Memorial Hermann	Spaw Maxwell Company	Kirksey	\$515,362	Medical	2000
22 Petrobras America, Inc.	Hoar Construction	English & Associates	\$501,786	Corporate	2009
23 Kingdom Builders	Tellepsen	Morris Architects	\$499,717	Church	2007
24 St Joseph Patient Tower	Vaughn	WHR	\$495,581	Medical	2004
25 Christus St. Elizabeth	Gilbane	HOK	\$494,039	Medical	2004
26 FBI - Dallas	D.E. Harvey Builders	Cowperwood	\$490,617	Institutional	2003
27 Pride International	O'Donnell Snider	Ziegler Cooper	\$465,241	Corporate	2009
28 Memorial Drive Presbyterian	W.S. Bellows Construction	Merriman Holt	\$446,529	Church	2002
29 Baker Oil Tools	Benchmark	Kirksey	\$441,582	Corporate	2008
30 Baker Hughes Corporate	Benchmark	Kirksey	\$440,220	Corporate	2007
31 GE Oil & Gas	Trademark	Burwell	\$424,872	Corporate	2009



ARCHITECTURAL FLOORS

1803 Allen Parkway
Houston, TX 77019

Phone (713) 627-2112
Fax (713) 627-0870

General Contractor References

General Contractor	Contact	Title	Phone	E-Mail
1 E.E. Reed Construction	John Waltz	Vice President	281-933-4000	jwaltz@eereed.com
2 Benchmark Builders	Tom Dadoly	Owner	713-921-2500	tdadoly@benchmarkhouston.com
3 O'Donnell Snider	Randy O'Donnell	Owner	713-782-7660	rodonnell@odonnellsnider.com
4 Spaw Maxwell Company	Steve Keffeler	Vice President	713-222-0900	skeffeler@spawmaxwell.com
5 D.E. Harvey Builders	Stephen Driver	Sr. Project Manager	713-783-8710	sdriver@harveybuilders.com
6 Tellepsen Builders	Tellef Tellepsen	Sr. Project Manager	281-447-8100	htt3@tellepsen.com
7 Trademark Construction	Wes Knostman	Principal	713-688-9496	wknostman@trademarkconst.com

Lift System Projects With End User References

End-User	Contact	Title	Phone	E-Mail
1 DCP Midstream	Chris Shields	Project Manager	713-735-3914	cshields@dcpmidstream.com
2 Baker Oil Tool Labs	Tim Dixon	Maintenance Specialist	281-276-5404	tim.dixon@bakerhughes.com
3 Baker Hughes Executive	Sonny Polnick	Facilities Manager	713-625-6199	julius.polnick@bakerhughes.com
4 Shook Hardy Bacon LLP	Jody Gressett	Office Manager	713-546-5628	jgressett@shb.com
5 Gardere Wynne Sewell LLP	David Irvin	Office Manager	713-276-5500	dirvin@gardere.com
6 PCCA	Britt Adams	Facilities Manager	713-419-7950	badams@pccarx.com
7 Kingsland Baptist Church	Jimmy Grelle	Facilities Director	281-492-0785	jgrelle@kingsland.org

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



**Carpet Replacement at George Memorial Library
for Fort Bend County
BID 10-115**

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, August 12, 2010
1:30 PM (Central)

MARK ENVELOPE:

Bid 10-115
Carpet Replacement

**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 or
Fax: 281-341-8645

Prepared: 07/21/10
Issued: 07/28/10

Vendor Information

Architectural Floors, Inc.
Legal Name of Contracting Company

Tax Identification Number (Company) or Social Security Number (Individual)

713-627-2112 713-627-0870
Telephone Number Facsimile Number

1803 Allen Parkway
Complete Mailing Address (for Correspondence)

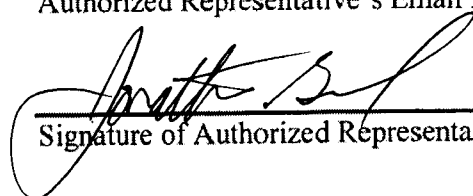
Houston, TX 77019
City, State and Zip Code

N/A
Complete Remittance Address (if different from above)

N/A
City, State and Zip Code


Sr. Account Manager Jonathan Guel
Authorized Representative and Title (printed)

jonathan.guel@archfloors.com
Authorized Representative's Email Address


Signature of Authorized Representative

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: 

- 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.

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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 complete carpet replacement at the George Memorial Library located at 1001 Golfview Drive, Richmond, Texas, hereinafter referred to as the "Project," as specified herein.

3.0 PRE-BID CONFERENCE:

There is no pre-bid for this project.

4.0 LIQUIDATED DAMAGES:

There are no liquidated damages for this project.

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.

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.

- 10.1 All respondents must submit, with BID, 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.
- 102.5 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.

- 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.

- 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.

General Decision Number: TX100115 07/02/2010 TX115
Superseded General Decision Number: TX20080115

State: Texas
Construction Type: Building

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	03/12/2010
1	04/02/2010
2	06/04/2010
3	07/02/2010

ASBE0022-002 06/01/2009

	Rates	Fringes
ASBESTOS WORKER/INSULATOR (Including application of all insulating materials, protective coverings, coatings and finishing to all type of mechanical systems)	\$ 20.63	8.30

BOIL0074-002 08/08/2009

BOILERMAKER	\$ 24.70	16.88
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CARP0551-003 04/01/2008

Carpenter (Acoustical Ceiling Work Only)	\$ 21.00	6.43
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ELEC0716-004 12/28/2009

ELECTRICIAN (Including Pulling Wire, and Low Voltage Wiring and Installation of Fire Alarms, Security Systems, Telephones, and Computers)	\$ 25.70	6.62
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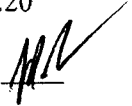
ELEV0031-001 01/01/2010

ELEVATOR MECHANIC	\$ 34.955	20.235
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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; and Veterans Day.

PLAS0681-002 04/01/2005

PLASTERER Galveston County	\$ 20.15	3.20
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Initials of Bidder: 

Fort Bend County Bid 10-115

PLUM0068-005 10/01/2009

Plumbers (Excluding HVAC Pipe)	\$ 28.54	8.78
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PLUM0211-007 04/01/2010

Pipefitters (Excluding HVAC Pipe)	\$ 28.07	9.97
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SFTX0669-001 01/01/2010

SPRINKLER FITTER (Fire Sprinklers)	\$ 25.90	15.35
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SHEE0054-005 07/01/2009

Sheet Metal Worker (Includes HVAC System Installation and Excludes HVAC Duct)	\$ 25.74	10.17
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SUTX2005-014 04/28/2005

Asbestos Abatement Worker (Ceilings, Floors, & Walls)	\$ 14.00	0.00
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BRICKLAYER	\$ 18.00	0.00
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Carpenter (excluding Acoustical Ceiling Work)	\$ 15.94	0.00
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CEMENT MASON/CONCRETE FINISHER	\$ 12.75	0.00
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DRYWALL FINISHER/TAPER	\$ 12.21	0.92
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Drywall Hanger (Including Metal Stud Install)	\$ 12.49	1.38
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Formbuilder/Formsetter	\$ 11.03	0.00
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GLAZIER	\$ 14.01	2.72
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INSULATOR -BATT AND FOAM	\$ 11.00	0.00
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IRONWORKER, REINFORCING	\$ 12.01	0.00
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IRONWORKER, STRUCTURAL	\$ 16.15	0.00
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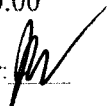
Laborers:

Common	\$ 9.60	0.00
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Mason Tender (Brick)	\$ 10.27	0.00
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Mason Tender (Cement)	\$ 9.88	0.00
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Pipelayer	\$ 12.34	0.00
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Initials of Bidder: 

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

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.


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)).

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.

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

Initials of Bidder: 

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

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 PERMITS:

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

14.0 CONTRACTOR'S RESPONSIBILITY FOR WORK:

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

14.1.1 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.

14.1.2 Review drawings and specifications with the Engineer/Facilities Department to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

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

14.2.1 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.

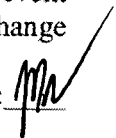
14.2.2 Construct and install (or cause to be constructed and installed) the Project on the construction site in accordance with this Contract and the drawings and specifications approved by Fort Bend County.

14.2.3 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.

14.2.4 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.

14.3 Standards for Review and Approval.

14.3.1 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

Initials of Bidder: 

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.

14.3.2 If Fort Bend County disapproves of a particular matter or Proposed 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.

14.3.3 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.

14.3.5 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.

14.4 Changes.

14.4.1 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.

14.4.2 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, 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.

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

14.4.4 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.

- 14.4.5 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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.
- 14.9 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.

- 14.10 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.

- 14.11 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.
- 14.12 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.
- 14.13 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.
- 14.14 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.

15.0 TERMINATION:

- 15.1 Fort Bend County may terminate the Contract if the Contractor:

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

- 15.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor.
- 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- 15.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- 15.2 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:
 - 15.2.1 Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
 - 15.2.2 Finish the Project by whatever reasonable method Fort Bend County may deem expedient.
- 15.3 Either party may terminate this Contract at any time by providing thirty (30) days written notice.
- 15.4 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.

16.0 COMPLETION, TRANSFER, AND ACCEPTANCE:

- 16.1 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.
- 16.2 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.

17.0 SUSPENSION BY FORT BEND COUNTY FOR CONVENIENCE:

- 17.1 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.
- 17.2 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:
 - 17.2.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
 - 17.2.2 That an equitable adjustment is made or denied under another provision of this Contract.
- 17.3 Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

18.0 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.

19.0 NOTICE

- 19.1 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, 301 Jackson, 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.

- 19.2 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.

20.0 RECORDS:

- 20.1 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.
- 20.2 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.

21.0 SUCCESSORS AND ASSIGNS:

- 21.1 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.
- 21.2 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.
- 21.3 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.

22.0 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.

23.0 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.

24.0 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.

25.0 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.

26.0 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.

27.0 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.

28.0 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.

29.0 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.

30.0 SPECIFICATIONS:

- 30.1 Carpeting and moving of furnishings will occur in phases, with the work of the carpet installers alternating with the work of moving contractors in particular areas, or with the movers working in one area while the carpet installers are working in another area. A plan for phasing of the work will be determined by the library in consultation with the contractor awarded the carpet bid, the contractor awarded the bid for library shelving move, the contractor awarded the bid for office furniture move and the contractor awarded the bid for electrical work. The Library will be open during this project.

Phase 1- Furnishings, fixtures and library materials will be moved from one half of the room in areas where the entire room cannot be cleared. This will be completed by a combination of library staff, the contractor awarded for shelving move, the contractor awarded for office furniture move and the awarded electrician as each contractor is needed.

Phase 2- Carpet contractor will remove existing carpet and base in the empty room or half empty room and install new carpet and base.

Phase 3- Furnishings, fixtures and library materials will be moved onto the newly carpeted half of the room in areas where the entire room cannot be cleared. This will be completed by a combination of library staff, the contractor awarded for shelving move, the contractor awarded for office furniture move and the awarded electrician as each contractor is needed.

Phase 4- Carpet contractor will remove existing carpet and base on the remaining empty half of the room where entire room was unable to be cleared, and install new carpet and base.

Phase 5- All Furnishings, fixtures and library materials will be moved to appropriate places through out the room onto the newly carpeted half of the room in areas where the entire room cannot be cleared. This will be completed by a combination of library staff, the contractor awarded for shelving move, the contractor awarded for office furniture move and the awarded electrician as each contractor is needed.

- 30.2 Minimum of 3% overage of calculated yardage be supplied to the county library for attic stock.

30.3 Work hours: 7:30 AM – 6:00 PM Monday through Friday. 9:00 AM – 4:00 PM Saturdays. No work on Sundays permitted.

30.4 Carpet Squares – Milliken Contract. Pattern: Zirconia. Color: 101.

30.5 Cove base – Roppe

30.6 Approximate square footage:

Basement 15,100 sf

First Floor 4,490 sf

Second Floor 12,050 sf

31.0 GENERAL INFORMATION:

31.1 Each bidder shall be required to take their own field measurements and to base their bid on their exact measurements.

31.2 Total bid shall include the price to complete all of the work, including removal of existing carpet and base including base around column, preparation of the floor (filling in of rough and uneven floor surface and removing all granular debris prior to installation), delivery of new carpet and base, installation of carpet and base, removal of any excess adhesive, and final cleaning and vacuuming of carpet and tile surfaces. The bidder shall be responsible for supplying all materials, tools and equipment required for completing this project.

31.3 Low chemical emission, release type, water-resistant adhesives, and substrate sealers recommended by the carpet manufacturer shall be used.

32.0 ENCLOSURES:

The following being incorporated herein by reference for all purposes as though fully set forth herein word for word.

Enclosure #1 – floor plans.

33.0 PRICING:

Total bid price includes all materials, supplies, equipment, tools, services, labor and supervision necessary to complete carpet replacement at the George Memorial Library, as described above:

\$ 105,300⁻

34.0 PROJECT DURATION:

Bidder agrees, if awarded the contract, to complete all work required by the contract documents
within 60 calendar days after issuance of a purchase order by the County Purchasing Agent and
notice to proceed by the Facilities Department.

Contract Sheet
Bid 10-115

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the _____ day of _____, 20____, 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 _____
(company name)
(hereinafter designated Contractor).

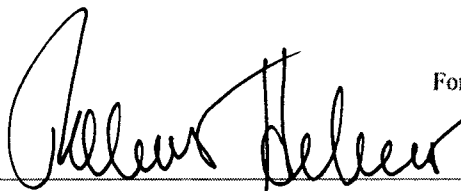
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Carpet replacement** 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 15 day of September 20 10.

RECEIVED
8-24-10

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Jonathan Guel - Sr. Account Manager
Printed Name and Title



ARCHITECTURAL FLOORS

1803 Allen Parkway
Houston, TX 77019

Phone (713) 627-2112
Fax (713) 627-0870

FLOORING PROPOSAL

To: Fort Bend County Purchasing Dept.
Project Name: Ft. Bend George Memorial - Bid 10-103 Recarpet
Proposal Date: August 10, 2010

Product/Service Description	Total Price
<u>Supply and install the following:</u>	
Milliken Carpet Tile Zirconia color #101	
Milliken Carpet Tile Zirconia color #101 (Attic Stock)	
Rubber 4" cove base: to match existing	
Rubber Transitions	
Floor Preparation	
Removal of existing carpet	
Performance bond	
Subtotal	\$105,300.00
Sales Tax 8.25%	
Total	\$105,300.00

Unless explicitly stated above, this proposal EXCLUDES sales tax, floor preparation, overtime labor, carpet installation over pad, cleaning, removal of existing floorcovering, furniture moving, protection of floors, vacuuming, waxing, sealing of concrete, and attic stock materials.

Unless otherwise noted above, floor preparation will be billed by the bag at \$48 per bag.

Architectural Floors to be consulted and have final approval of floorcovering schedule.

This proposal is considered void after 30 days unless a signed contract has been received by Architectural Floors.

Approvals:

Architectural Floors

Fort Bend County Purchasing Dept.



ARCHITECTURAL FLOORS

1803 Allen Parkway
Houston, TX 77019

Phone (713) 627-2112
Fax (713) 627-0870

Fax Transmittal

To: Debbie Kaminski **From:** Jonathan Guel

Company: Fort Bend County Purchasing Dept. **Pages:** 2

Phone: **Phone:** 713-627-2112

Fax: 713-341-8641 **Date:** August 10, 2010

Message: Ft. Bend George Memorial - Bid 10-103 Recarpet

Design Rhythms® & Sisal Style

P/6391

Construction	Tufted, Textured Loop Pile
Face Fiber	100% Milliken-Certified WearOn® Type 6,6 Nylon Twisted and Heat Set for Maximum Performance
Stain Repel / Stain Resist / Soil Release	StainSmart®
Antimicrobial	AlphaSan® Built-In Protection
Dye Method	Millitron®
Finished Face Weight	20 oz./sq.yd. (678.1 g./sq.m.)
Gauge	1/10 (39.4/10 cm.)
Rows	10.4/in. (40.9/10 cm.)
Tufts	104.0/sq.in. (1,611.5/100 sq.cm.)
Finished Pile Height	0.11 in. (2.8 mm.) avg.
Density Factor	322,309
Average Density	6,545
Standard Backing	PVC-Free Comfort Plus® ES cushion
Recycled Content by Total Product Weight	25% Pre-Consumer, 3% Post-Consumer
Nominal Total Thickness	0.34 in. (8.6 mm.)
Tile Size	36 x 36 in. (914.4 x 914.4 mm.)
Nominal Total Weight	102.4 oz./sq.yd. (3,472.1 g./sq.m.)
Flammability (Radiant Panel ASTM-E-648)	≥ 0.45 (Class I)
Smoke Density (NFPA-258-T or ASTM-E-662)	≤ 450
Methenamine Pill Test (CPSC FF-1-70 or ASTM D 2859)	Self-Extinguishing
Lightfastness (AATCC 16E)	≥ 4.0 at 80 hrs.
Crocking (AATCC 165)	≥ 4.0 wet or dry
Static Electricity (AATCC-134) 20% R.H., 70° F.	≤ 3.5 KV, Permanent Conductive Fiber
Dimensional Stability - Aachener Test (DIN Std 54318)	≤ 0.2%
Appearance Retention Rating (CRI TM101)	Severe Use
Recommended Maintenance	MilliCare® Textile and Carpet Care Service Network
Indoor Air Quality – CRI Green Label Plus™	GLP0793, Carpet Category 5Y

Design Copyright – Milliken & Company

This cushion-back carpet tile product is covered by one or more patents, published applications and/or patents pending.

Specifications are subject to normal manufacturing tolerances and may be changed without prior notice. Copies of actual test results are available upon request.



Warranties:

Lifetime Antimicrobial Protection (AlphaSan®)
Lifetime Antistatic
Lifetime Color Pattern Permanency
Lifetime Cushion Resiliency
Lifetime Delamination of Backing
Lifetime Dimensional Stability
Lifetime Edge Ravel

Lifetime Face Fiber Wear
Lifetime Floor Compatibility
Lifetime Floor Release
Lifetime Moisture Resistance
Lifetime Staining/Soiling (StainSmart®)
Lifetime Tuft Bind
Flammability

Milliken Contract



MATERIAL SAFETY DATA SHEET



1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identification

Product Name: Milliken Modular Spray Adhesive Cleaner
Chemical Name: Cleaning Solution
Chemical Family: Surfactant

Company Identification

Milliken Chemical
P.O. Box 817
1440 Campton Road
Inman, SC 29349 USA
1-864-472-9041 (For questions and emergencies)
1-800-424-9300 or 1-703-527-3887 (CHEMTREC)



PRODUCT USE:

Cleaner. Textile chemical.

2. COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENT LISTING:

Chemical Name	Amount	CAS Number
ANIONIC SURFACTANT	5.0 - 15.0 %	
WATER	85.0 - 95.0 %	
STABILIZERS	< 1.0 %	

(See Section 8 for exposure guidelines)

(See Section 15 for regulatory information)

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Prolonged or repeated contact may cause skin or eye irritation. May be harmful if swallowed.

HMIS Rating:

Health - 1
Flammability - 1
Reactivity - 0
Personal Protection Index - B

NFPA/HMIS Definitions: (0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

POTENTIAL HEALTH EFFECTS



EYE:

May cause slight irritation.

SKIN:

Prolonged or repeated skin contact may cause irritation.

INHALATION:

No known hazards when used according to container instructions.

INGESTION:

No information regarding ingestion available.

4. FIRST AID MEASURES

EYE CONTACT FIRST AID:

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Contact a physician.

SKIN CONTACT FIRST AID:

Remove contaminated clothing and shoes. Wash affected area with large amounts of soap and water. Wash contaminated clothing before reuse.

INHALATION FIRST AID:

Although this product is not known to cause respiratory problems, if breathing is difficult, remove to fresh air and provide oxygen. Get medical attention if cough or other symptoms develop.

INGESTION FIRST AID:

If swallowed, immediately give 2 glasses of water. Do not induce vomiting. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person. Contact a physician. Ingestion is not considered a potential route of exposure.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES

COC Flash Point: > 93.3 C (> 199.9 F)

Autoignition Temperature: N/A

FLAMMABLE LIMITS IN AIR

LEL: N/A

UEL: N/A

EXTINGUISHING MEDIA:

Water, carbon dioxide, foam or dry powder. Use water spray to cool fire exposed containers.

FIRE & EXPLOSION HAZARDS:

No known unusual hazards in a fire/explosion situation.

FIRE FIGHTING INSTRUCTIONS:

Evacuate non-emergency personnel to a safe area. Avoid breathing smoke, fumes, and decomposition products. As in any fire, wear self-contained breathing apparatus pressure-demand MSHA/NIOSH (approved or equivalent) and full protective gear. Contaminated extinguishing water must be disposed of in accordance with applicable regulations.

6. ACCIDENTAL RELEASE MEASURES



SAFEGUARDS (PERSONNEL):

Floor may become slippery. Wear appropriate personal protective equipment. Protect skin and eyes from exposure.

SPILL PROCEDURE:

Contain spilled material. Clean up area by absorbent material. All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements.

INITIAL CONTAINMENT:

Contain spilled material. All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements. Wash area to prevent slipping.

7. HANDLING AND STORAGE

RECOMMENDED STORAGE TEMPERATURE

Minimum: 15.6 C (60.1 F)

Maximum: 37.8 C (100.0 F)

HANDLING (PERSONNEL):

Wash contaminated clothing before reuse. Wash hands thoroughly after handling. When sampling containers use appropriate personal protective equipment. Handle large containers with appropriate equipment. Do not get in eyes, on skin or clothing.

HANDLING (PHYSICAL ASPECTS):

Keep from freezing. Avoid contact with strong oxidizing agents. Keep container closed to avoid contamination.

STORAGE PRECAUTIONS:

Keep container tightly closed. Store in a cool dry place.

Caution: Contents under pressure - avoid excessive heat (120F). Precautions to be taken in handling and storing. Store at a temperature of 60F to 100F. Do not allow product to freeze.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS:

Facilities storing or using this material should be equipped with an eye wash and safety shower.

EYE / FACE PROTECTION REQUIREMENTS:

Chemical goggles are recommended to avoid contact with eyes. When splashing of the material may occur, chemical goggles and a face shield are recommended.

SKIN PROTECTION REQUIREMENTS:

Wear protective gloves to minimize skin contamination. Wash hands thoroughly after handling.

RESPIRATORY PROTECTION REQUIREMENTS:

Under normal use conditions, with adequate ventilation, no special respiratory protective equipment is required.

EXPOSURE GUIDELINES:

No Information Available.

9. PHYSICAL AND CHEMICAL PROPERTIES

FORM:

Liquid

COLOR:

Clear

ODOR:

N/A



BOILING POINT:	210-215 F
SOLUBILITY IN WATER:	Soluble
SPECIFIC GRAVITY:	1.1 (Water = 1)
PH:	9.5-10
% VOLATILES:	85-95 %
VOLATILE ORGANIC COMPOUNDS (VOC):	0

10. STABILITY AND REACTIVITY

STABILITY:

This product is stable at ambient conditions.

POLYMERIZATION:

Hazardous polymerization will not occur.

INCOMPATIBILITY WITH OTHER MATERIALS:

Avoid contact with strong oxidizing agents. Avoid contact with strong bases.

DECOMPOSITION:

In the case of a fire, oxides of carbon, nitrogen, hydrocarbons, fumes, and smoke may be produced.

11. TOXICOLOGICAL INFORMATION

No information available.

12. ECOLOGICAL INFORMATION

No information available.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:

All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements.

14. TRANSPORTATION INFORMATION

PRODUCT LABEL:	Milliken Modular Spray Adhesive Cleaner
D.O.T. SHIPPING NAME:	Nitrogen, Compressed
D.O.T. HAZARD CLASS:	2.2
UN NUMBER:	1066

OTHER TRANSPORTATION INFORMATION:

Shipments over 1000 pounds must be placarded per D.O.T. regulations for pressurized containers. Pressurized containers cannot be air freighted.

15. REGULATORY INFORMATION



CHEMICAL INVENTORY INFORMATION:

This material or all of its components are listed on the Inventory of Existing Chemical Substances under the Toxic Substance Control Act (TSCA).

WHMIS Hazard Symbols:

None

EEC Symbols and Indications of Danger:

Not Determined

16. OTHER INFORMATION

REASON FOR ISSUE:	New Product
PREPARED BY:	Steven Brown
APPROVED BY:	Steven Brown
TITLE:	Senior Development Chemist
APPROVAL DATE:	November 16, 2000
SUPERCEDES DATE:	November 16, 2000
MSDS NUMBER:	827680

The information contained in this Material Safety Data Sheet is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Milliken Chemical. The data on this sheet are related only to the specific material designated herein. Milliken Chemical assumes no legal responsibility for use or reliance upon these data.

END OF MSDS



MATERIAL SAFETY DATA SHEET



1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Identification

Product Name: Milliken Modular Carpet Spray Adhesive
CAS Number: Blend

Company Identification

Milliken Chemical
P.O. Box 817
1440 Campton Road
Inman, SC 29349 USA
1-864-472-9041 (For questions and emergencies)
1-800-424-9300 or 1-703-527-3887 (CHEMTREC)



PRODUCT USE:

Textile chemical.

2. COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENT LISTING:

Chemical Name	Amount	CAS Number
WATER	30.0 - 35.0 %	7732-18-5
PROPRIETARY AQUEOUS SYNTHETIC LATEX EMULSION	65.0 - 70.0 %	
STABILIZERS	< 5.0 %	

(See Section 8 for exposure guidelines)

(See Section 15 for regulatory information)

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Avoid eye contact. Prolonged or repeated contact may cause skin or eye irritation. May be harmful if swallowed. Caution:
Contents under pressure - avoid excessive heat (120F). Precautions to be taken in handling and storing. Store at a temperature of
40F to 100F.

HMIS Rating:

Health - 1
Flammability - 1
Reactivity - 2
Personal Protection Index - B

NFPA/HMIS Definitions: (0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).

POTENTIAL HEALTH EFFECTS

UNCONTROLLED DOCUMENT



EYE:

May cause eye irritation.

SKIN:

Prolonged or repeated skin contact may cause irritation.

INHALATION:

May be harmful if inhaled.

INGESTION:

May be harmful if swallowed.

4. FIRST AID MEASURES

EYE CONTACT FIRST AID:

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Contact a physician.

SKIN CONTACT FIRST AID:

Remove contaminated clothing and shoes. Wash affected area with large amounts of soap and water. Wash contaminated clothing before reuse.

INHALATION FIRST AID:

Although this product is not known to cause respiratory problems, if breathing is difficult, remove to fresh air and provide oxygen. Get medical attention if cough or other symptoms develop.

INGESTION FIRST AID:

If swallowed, immediately give 2 glasses of water. Do not induce vomiting. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person. Contact a physician. Ingestion is not considered a potential route of exposure.

NOTES TO PHYSICIAN:

The polymer is not known to be toxic.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES

COC Flash Point: N/A

Autoignition Temperature: N/A

FLAMMABLE LIMITS IN AIR

LEL: N/A

UEL: N/A

EXTINGUISHING MEDIA:

Water, carbon dioxide, foam or dry powder. Use water spray to cool fire exposed containers.

FIRE & EXPLOSION HAZARDS:

No known unusual hazards in a fire/explosion situation due to the chemical.

Caution: Contents under pressure - avoid excessive heat (120F). Precautions to be taken in handling and storing. Store at a temperature of 40F to 100F.

FIRE FIGHTING INSTRUCTIONS:

Evacuate non-emergency personnel to a safe area. Avoid breathing smoke, fumes, and decomposition products. As in any fire,



wear self-contained breathing apparatus pressure-demand MSHA/NIOSH (approved or equivalent) and full protective gear. Contaminated extinguishing water must be disposed of in accordance with applicable regulations.

6. ACCIDENTAL RELEASE MEASURES

SAFEGUARDS (PERSONNEL):

Floor may become slippery. Wear appropriate personal protective equipment. Protect skin and eyes from exposure.

SPILL PROCEDURE:

Contain spilled material. Clean up area by absorbent material. All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements.

INITIAL CONTAINMENT:

Contain spilled material. All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements. Wash area to prevent slipping.

7. HANDLING AND STORAGE

RECOMMENDED STORAGE TEMPERATURE

Minimum: 4.4 C (39.9 F)

Maximum: 37.8 C (100.0 F)

HANDLING (PERSONNEL):

Wash contaminated clothing before reuse. Wash hands thoroughly after handling. When sampling containers use appropriate personal protective equipment. Handle large containers with appropriate equipment. Do not get in eyes, on skin or clothing.

HANDLING (PHYSICAL ASPECTS):

Keep from freezing. Avoid contact with strong oxidizing agents. Keep container closed to avoid contamination.

STORAGE PRECAUTIONS:

Keep container tightly closed. Store in a cool dry place.

Caution: Contents under pressure - avoid excessive heat (120F). Precautions to be taken in handling and storing. Store at a temperature of 40F to 100F. Do not allow product to freeze.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS:

Facilities storing or using this material should be equipped with an eye wash and safety shower.

EYE / FACE PROTECTION REQUIREMENTS:

Chemical goggles are recommended to avoid contact with eyes. When splashing of the material may occur, chemical goggles and a face shield are recommended.

SKIN PROTECTION REQUIREMENTS:

Wear protective gloves to minimize skin contamination. Wash hands thoroughly after handling.

RESPIRATORY PROTECTION REQUIREMENTS:

Under normal use conditions, with adequate ventilation, no special respiratory protective equipment is required.

EXPOSURE GUIDELINES:

No Information Available.



9. PHYSICAL AND CHEMICAL PROPERTIES

FORM:	Liquid
COLOR:	Light Tan
ODOR:	Faint Odor
BOILING POINT:	212 F
SOLUBILITY IN WATER:	Miscible
SPECIFIC GRAVITY:	1.0 (Water = 1)
PH:	9.5-10.5
% VOLATILES:	30-40 %
VISCOSITY:	1600-2000 cps
EVAPORATION RATE:	Same as water
VOLATILE ORGANIC COMPOUNDS (VOC):	Calculated as 0%

10. STABILITY AND REACTIVITY

STABILITY:

This product is stable at ambient conditions.

POLYMERIZATION:

Hazardous polymerization will not occur.

INCOMPATIBILITY WITH OTHER MATERIALS:

Avoid contact with strong oxidizing agents. Avoid contact with strong bases.

DECOMPOSITION:

In the case of a fire, oxides of carbon, nitrogen, hydrocarbons, fumes, and smoke may be produced.

11. TOXICOLOGICAL INFORMATION

TOXICOLOGICAL TESTING:

The hazard evaluation was based on data on the components.

12. ECOLOGICAL INFORMATION

ECOLOGICAL TESTING:

The environmental fate evaluation is based on data for the components.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:

All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements.

14. TRANSPORTATION INFORMATION

PRODUCT LABEL:	Milliken Modular Carpet Spray Adhesive
D.O.T. SHIPPING NAME:	Nitrogen, Compressed
D.O.T. HAZARD CLASS:	2.2



UN NUMBER: 1066

OTHER TRANSPORTATION INFORMATION:

Shipments over 1000 pounds must be placarded per D.O.T. regulations for pressurized containers. Pressurized containers cannot be air freighted.

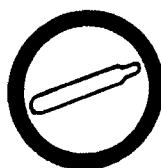
15. REGULATORY INFORMATION

CHEMICAL INVENTORY INFORMATION:

This material or all of its components are listed on the Inventory of Existing Chemical Substances under the Toxic Substance Control Act (TSCA).

WHMIS Hazard Symbols:

Class A - Compressed Gas



EEC Symbols and Indications of Danger:

Not Determined

16. OTHER INFORMATION

PREPARED BY: Steven Brown
APPROVED BY: John Bruhnke
TITLE: Regulatory Specialist
APPROVAL DATE: October 8, 2003
SUPERCEDES DATE: June 10, 2002
MSDS NUMBER: 827031

The information contained in this Material Safety Data Sheet is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Milliken Chemical. The data on this sheet are related only to the specific material designated herein. Milliken Chemical assumes no legal responsibility for use or reliance upon these data.

END OF MSDS





MATERIAL SAFETY DATA SHEET

Milliken Modular Carpet Adhesive-100V 4 Gallon Pail

1. PRODUCT AND COMPANY IDENTIFICATION

Product Identification

Product Name: Milliken Modular Carpet Adhesive-100V 4 Gallon Pail
Chemical Name: Milliken Modular Carpet Adhesive-100V
Chemical Family: Acrylate Emulsions
CAS Number: Blend

Company Identification

Milliken Chemical
P.O. Box 817
1440 Campton Road
Inman, SC 29349 USA
1-864-472-9041 (For questions and emergencies)
1-800-424-9300 or 1-703-527-3887 (CHEMTREC)



PRODUCT USE:

Textile chemical.

2. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW:

Prolonged or repeated contact may cause skin or eye irritation. May be harmful if swallowed.

HFRP Rating:

Health - 1
Flammability - 1
Reactivity - 0
Personal Protection Index - B

NFPA/HFRP Definitions: (0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or an internally derived Milliken system (for HFRP ratings).

EYE:

May cause slight irritation.

SKIN:

Prolonged or repeated skin contact may cause irritation.

INHALATION:

No known hazards when used according to container instructions.

INGESTION:

Harmful if swallowed.

3. COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENT LISTING:



Chemical Name	Amount	CAS Number
WATER	35.0 - 50.0 %	
ACRYLIC LATEX	45.0 - 65.0 %	
UREA COMPOUNDS	1.0 - 10.0 %	

4. FIRST AID MEASURES

EYE CONTACT FIRST AID:

In case of contact, immediately flush eyes with plenty of water for at least 15 minutes. Contact a physician.

SKIN CONTACT FIRST AID:

Remove contaminated clothing and shoes. Wash affected area with large amounts of soap and water. Wash contaminated clothing before reuse.

INHALATION FIRST AID:

Although this product is not known to cause respiratory problems, if breathing is difficult, remove to fresh air and provide oxygen. Get medical attention if cough or other symptoms develop.

INGESTION FIRST AID:

If swallowed, immediately give 2 glasses of water. Do not induce vomiting. If vomiting should occur spontaneously, keep airway clear. Never give anything by mouth to an unconscious person. Contact a physician. Ingestion is not considered a potential route of exposure.

NOTES TO PHYSICIAN:

The polymer is not known to be toxic.

5. FIRE FIGHTING MEASURES

FLAMMABLE PROPERTIES

COC Flash Point: > 93.3 C (> 199.9 F)

Autoignition Temperature: N/A

FLAMMABLE LIMITS IN AIR

LEL: N/A

UEL: N/A

EXTINGUISHING MEDIA:

Water, carbon dioxide, foam or dry powder. Use water spray to cool fire exposed containers.

FIRE & EXPLOSION HAZARDS:

No known unusual hazards in a fire/explosion situation.

FIRE FIGHTING INSTRUCTIONS:

Evacuate non-emergency personnel to a safe area. Avoid breathing smoke, fumes, and decomposition products. As in any fire, wear self-contained breathing apparatus pressure-demand MSHA/NIOSH (approved or equivalent) and full protective gear.

Contaminated extinguishing water must be disposed of in accordance with applicable regulations.

6. ACCIDENTAL RELEASE MEASURES

SAFEGUARDS (PERSONNEL):

Wear appropriate personal protective equipment. Protect skin and eyes from exposure. Floor may become slippery.

SPILL PROCEDURE:

Contain spilled material. Clean up area by absorbent material. All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements.



INITIAL CONTAINMENT:

Contain spilled material. All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements. Wash area to prevent slipping.

7. HANDLING AND STORAGE

RECOMMENDED STORAGE TEMPERATURE

Minimum: 0 C (32.0 F)

Maximum: 50 C (122.0 F)

HANDLING (PERSONNEL):

Wash contaminated clothing before reuse. Wash hands thoroughly after handling. When sampling containers use appropriate personal protective equipment. Handle large containers with appropriate equipment. Do not get in eyes, on skin or clothing.

HANDLING (PHYSICAL ASPECTS):

Keep from freezing. Do not store at temperatures above 49°C. Avoid contact with strong oxidizing agents. Keep container closed to avoid contamination.

STORAGE PRECAUTIONS:

Keep container tightly closed. Do not stack drums more than three pallets high.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS:

Facilities storing or using this material should be equipped with an eye wash and safety shower.

EYE / FACE PROTECTION REQUIREMENTS:

Chemical goggles are recommended to avoid contact with eyes. When splashing of the material may occur, chemical goggles and a face shield are recommended.

SKIN PROTECTION REQUIREMENTS:

Wear protective gloves to minimize skin contamination. Wash hands thoroughly after handling.

RESPIRATORY PROTECTION REQUIREMENTS:

Under normal use conditions, with adequate ventilation, no special respiratory protective equipment is required.

EXPOSURE GUIDELINES:

No Information Available.

9. PHYSICAL AND CHEMICAL PROPERTIES

FORM:	Soft Paste
COLOR:	Milky White
ODOR:	Slight, sweet odor
BOILING POINT:	212 F
VAPOR DENSITY:	>1 (Air = 1)
SOLUBILITY IN WATER:	Miscible
SPECIFIC GRAVITY:	1.1 (Water = 1)
PH:	6.5 - 7.5
% VOLATILES:	40-50 %
VOLATILE ORGANIC COMPOUNDS (VOC):	None

10. STABILITY AND REACTIVITY

STABILITY:



This product is stable at ambient conditions.

POLYMERIZATION:

Hazardous polymerization will not occur.

INCOMPATIBILITY WITH OTHER MATERIALS:

Avoid contact with strong oxidizing agents. Avoid contact with strong bases.

DECOMPOSITION:

In the case of a fire, oxides of carbon, nitrogen, hydrocarbons, fumes, and smoke may be produced.

11. TOXICOLOGICAL INFORMATION

No information available.

12. ECOLOGICAL INFORMATION

No information available.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL:

All waste materials should be packaged, labeled, and transported in accordance with all national, state/provincial, and local requirements.

14. TRANSPORT INFORMATION

PRODUCT LABEL: Milliken Modular Carpet Adhesive-100V 4 Gallon Pail

15. REGULATORY INFORMATION

CHEMICAL INVENTORY INFORMATION:

This material or all of its components are listed on the Inventory of Existing Chemical Substances under the Toxic Substance Control Act (TSCA).

16. OTHER INFORMATION

PREPARED BY:	Steven Brown
APPROVED BY:	Steven Brown
TITLE:	Senior Development Chemist
APPROVAL DATE:	January 11, 2006
SUPERCEDES DATE:	December 16, 2002
MSDS NUMBER:	827895

The information contained in this Material Safety Data Sheet is furnished without warranty, expressed or implied, except that it is accurate to the best knowledge of Milliken Chemical. The data on this sheet are related only to the specific material designated herein. Milliken Chemical assumes no legal responsibility for use or reliance upon these data.



END OF MSDS



Roppe Pinnacle Wall Base

Product Data
Section 9
Resilient Flooring

ROPPE.
Proven. Flooring. Experiences.

Material Safety Data Sheet

ABBREVIATIONS

NA = Not Applicable
ND = Not Determined
NE = Not Established
Flammability = 0
Health = 0
(0 = minimal, 4 = extreme)

SECTION I: MATERIAL IDENTIFICATION & USE

Material Name/Identifier:
Roppe Pinnacle Rubber Base, Corners & Accessories

Manufacturer's Name & Address:
Roppe Corporation
1602 N. Union Street
Fostoria, Ohio 44830-1158

Emergency Telephone No:
(419) 435-8546 (Day or Evening)

Date Prepared: 12/21/95

Chemical Family:
Vulcanized compound of synthetic rubber
(Styrene-Butadiene rubber or SBR with additives.)

Chemical Formula/Molecular Wt: NA

Trade Name & Synonyms: NA

Material Use:
Decorative trim and edging on the floor

SECTION II: HAZARDOUS INGREDIENTS

ND = Not Determined

SECTION III: PHYSICAL/CHEMICAL CHARACTERISTICS

Boiling Point: NA

Vapor Pressure (MM): NA

Vapor Density (Air = 1): NA

Specific Gravity/Density (G/ML): 1.6

Evaporation Rate (BUAC = 1): NA

% Volatile by Volume: NA

Solubility in Water: Insoluble

pH: NA

Odor Threshold (PPM): ND

Melting/Freezing Point: NA

Coefficient of Water/Oil Distribution: NA

Appearance, Physical State and Odor:
Rubbery solid with no detectable odor

SECTION IV: FIRE & EXPLOSION DATA

Flash Point: NA

Auto Ignition Temperature: ND

Sensitivity to Chemical Impact: ND

Explosive Power: ND

Upper Explosion Limit: NA

Lower Explosion Limit: NA

Rate of Burning: ND

Sensitivity to Static Discharge: ND

Extinguishing Media:

Water, ABC dry powder. Rubber would be considered "ordinary combustibles" (NFPA Class A). Carbon dioxide is not generally recommended for use on Class A fires as a lack of cooling capacity may result in re-igniting.

Roppe Pinnacle Wall Base

Product Data
Section 9
Resilient Flooring

ROPPE.

Proven. Flooring. Experiences.

Unusual Fire and Explosion Hazards:
Emits acrid fumes when exposed to flame.
No explosive hazards expected.

Special Fire Fighting Procedures:
Positive pressure self-contained breathing
apparatus should be used. Excessive exposure
to toxic combustion products may be a health
hazard.

Flammability: Will Burn

Under What Conditions:
Temperatures > 600F, open flame

SECTION V: REACTIVITY DATA

Stability:
Material is stable at ambient temperature

Conditions to avoid: NA

Incompatibility (Materials to avoid): None Known

Hazardous Decomposition/Combustion Products:
Combustion products will be carbon monoxide,
Carbon dioxide and smaller amounts of oxides of
Nitrogen and sulfur.

Hazardous Polymerization: Will not occur.

SECTION VI: HEALTH HAZARD DATA

Primary Routes of Entry: NA

Effects of Overexposure, Chronic: ND

Effects of Overexposure, Acute: ND

Skin: ND

Emergency and First Aide Procedures:
Skin contact: NA

Inhalation: NA

Medical Conditions Generally Aggravated
by Exposure: None Known

Carcinogenicity: ND

Synergistic Materials: ND

LD50 of Product: ND

Mutagenic: ND

Teratogenic: ND

Sensitizer: ND

Irritant: ND

Reproductive Effects: ND

SECTION VII: PREVENTIVE MEASURES, SAFE HANDLING & USE

Leak and Spill Procedures:

Waste Disposal Methods:
In accordance with federal, state and
local regulations.

Precautions to be taken in handling and
storage:

Store away from heat and direct sunlight.

Other:

SECTION VIII: CONTROL MEASURES/PROTECTION INFORMATION

Ventilation: NA

Respiratory Protection: NA

Protective Gloves: NA

Eye Protection: NA

Other Protective Equipment: NA

Work/Hygienic Practices:

Normal Hygienic Practices

SECTION IX: REGULATORY INFORMATION

Roppe Pinnacle Wall Base

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Product Data
Section 9
Resilient Flooring

Components listed in U.S. EPA Toxic Substances
Control Act, "Chemical Substance Inventory": ND

RCRA Hazardous Waste No.: ND

Proper Shipping Name: ND

DOT Hazard Class: ND

Identification: ND

Volatile Organic Compounds (VOC): NA

Export Classification: ND

NA = Not Applicable

ND = Not Determined

Roppe Corporation makes no representation or warranty with respect to the information in the Material Safety Data Sheet. The information is, however, as of this date provided, true and accurate to the best of Roppe Corporation's knowledge. This list of information is not intended to be all-inclusive. Actual conditions of use and handling may require considerations of information other than, or in addition to, that, which is provided herein.

Material Safety Data Sheet

Material Name: ROP 205

ID: SAH00033

*** Section 1 - Chemical Product and Company Identification ***

Material Name: ROP 205

Product Use

Adhesive

Manufacturer Information

Roppe Corporation

1602 North Union St

Fostoria, OH 44830-1158

Phone: 1-800-537-9527

Phone: 1-419-435-8546

Fax: 1-419-435-1056

IN THE EVENT OF A CHEMICAL EMERGENCY INVOLVING A SPILL, LEAK, FIRE, EXPLOSION, EXPOSURE OR ACCIDENT, CONTACT THE FOLLOWING NUMBERS:

Emergency 24 hour numbers:

(USA) CHEMTREC 1-800-424-9300

(Canada) CANUTEC 1-631-996-6666

*** Section 2 - Hazards Identification ***

Emergency Overview

This product is considered hazardous under 29 CFR 1910.1200 (Hazard Communication). Irritating to eyes.

Hazard Statements

CAUTION! This product is irritating to the eyes. Wear suitable gloves and eye/face protection. Keep out of the reach of children.

Potential Health Effects: Eyes

This product is irritating to the eyes.

Potential Health Effects: Skin

This product may cause irritation to the skin.

Potential Health Effects: Ingestion

Ingestion of this product may cause nausea, vomiting and diarrhea.

Potential Health Effects: Inhalation

This product may cause irritation to the respiratory system.

Medical Conditions Aggravated by Exposure

Hypersensitivity to product, allergies, and skin or respiratory disorders

Potential Environmental Effects

None identified.

HMIS Ratings: Health: 1 Fire: 0 Reactivity: 0 Pers. Prot.: Safety Glasses, Gloves

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe * = Chronic hazard

*** Section 3 - Composition / Information on Ingredients ***

CAS #	Component	Percent
28040-72-4	Acrylic Polymer	10-30
1317-65-3	Limestone	10-30
25586-20-3	Acrylic Polymer	10-30
1332-58-7	Kaolin	7-13
31069-81-5	Acrylic Polymer	5-10

Material Safety Data Sheet

Material Name: ROP 205

ID: SAH00033

*** Section 4 - First Aid Measures ***

First Aid: Eyes

In case of contact, immediately flush eyes with large amounts of water, continuing to flush for 15 minutes. If irritation persists get medical attention.

First Aid: Skin

For skin contact, flush with large amounts of water. If irritation persists, get medical attention.

First Aid: Ingestion

For ingestion, flush out mouth with water. If ingestion of a large amount does occur, seek medical attention. Do not induce vomiting.

First Aid: Inhalation

If inhaled, immediately remove the affected person to fresh air. If the affected person is not breathing, apply artificial respiration. If symptoms persist, get medical attention.

First Aid: Notes to Physician

Provide general supportive measures and treat symptomatically.

*** Section 5 - Fire Fighting Measures ***

General Fire Hazards

See Section 9 for Flammability Properties.

This product is an aqueous mixture which will not burn. If evaporated to dryness, the solid residue may pose a moderate fire hazard.

Hazardous Combustion Products

Irritating and toxic gases or fumes may be released during a fire. Upon decomposition, this product emits carbon monoxide, carbon dioxide and/or low molecular weight hydrocarbons.

Extinguishing Media

Dry chemical (preferred), foam, water.

Fire Fighting Equipment/Instructions

Firefighters should wear full protective gear.

NFPA Ratings: Health: 1 Fire: 0 Reactivity: 0

Hazard Scale: 0 = Minimal 1 = Slight 2 = Moderate 3 = Serious 4 = Severe

*** Section 6 - Accidental Release Measures ***

Personal Precautions

Wear appropriate protective equipment and clothing during clean-up.

Containment Procedures

Dike the spilled material, where this is possible. Absorb with inert absorbent such as dry clay, sand or diatomaceous earth, commercial sorbents, or recover using pumps. Scoop up used absorbent into drums or other appropriate container.

Environmental Precautions

Dispose of waste material according to Local, State, Federal, and Provincial Environmental Regulations.

Clean-Up Procedures

Attempt to reclaim the free product, if this is possible. Shovel the material into waste container. Thoroughly wash the area with water after a spill or leak clean-up. Keep out of the reach of children.

Evacuation Procedures

None identified.

Special Procedures

Regulations vary. Consult local authorities before disposal.

*** Section 7 - Handling and Storage ***

Handling Procedures

Avoid getting this material into contact with your skin and eyes. Avoid breathing vapors or mists of this product. Wash hands after handling and before eating. Keep out of the reach of children.

Material Safety Data Sheet

Material Name: ROP 205

ID: SAH00033

Storage Procedures

Store in a cool, dry, well-ventilated area. Store at ambient temperature and atmospheric pressure. Keep out of sun.

* * * Section 8 - Exposure Controls / Personal Protection * * *

A: Component Exposure Limits

Limestone (1317-65-3)

OSHA (Final):	15 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable fraction)
NIOSH:	10 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable dust)
Alberta:	10 mg/m3 TWA
British Columbia:	10 mg/m3 TWA (total dust); 3 mg/m3 TWA (respirable fraction) 20 mg/m3 STEL (total dust)
New Brunswick:	10 mg/m3 TWA (particulate matter containing no asbestos and < 1% crystalline silica)
NW Territories:	5 mg/m3 TWA (respirable mass); 10 mg/m3 TWA (total mass)
Nunavut:	5 mg/m3 TWA (respirable mass); 10 mg/m3 TWA (total mass)
Quebec:	10 mg/m3 TWAEV (total dust, containing no asbestos and less than 1% crystalline silica)
Saskatchewan:	10 mg/m3 TWA 20 mg/m3 STEL
Yukon:	30 mppcf TWA; 10 mg/m3 TWA 20 mg/m3 STEL

Kaolin (1332-58-7)

ACGIH:	2 mg/m3 TWA (respirable fraction, particulate matter containing no asbestos and <1% crystalline silica)
OSHA (Final):	15 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable fraction)
NIOSH:	10 mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable dust)
Alberta:	2 mg/m3 TWA (respirable particulate)
British Columbia:	2 mg/m3 TWA (respirable, particulate matter containing no asbestos and less than 1% crystalline silica)
Manitoba:	2 mg/m3 TWA (respirable fraction, particulate matter containing no asbestos and <1% crystalline silica)
New Brunswick:	2 mg/m3 TWA (particulate matter containing no asbestos and < 1% crystalline silica, respirable fraction)
NW Territories:	5 mg/m3 TWA (respirable mass); 10 mg/m3 TWA (total mass)
Nova Scotia:	2 mg/m3 TWA (respirable fraction, particulate matter containing no asbestos and <1% crystalline silica)
Nunavut:	5 mg/m3 TWA (respirable mass); 10 mg/m3 TWA (total mass)
Ontario:	2 mg/m3 TWAEV (respirable, containing no asbestos and less than 1% crystalline silica)
Quebec:	5 mg/m3 TWAEV (respirable dust, containing no asbestos and less than 1% crystalline silica)
Saskatchewan:	2 mg/m3 TWA (respirable fraction) 4 mg/m3 STEL (respirable fraction)
Yukon:	30 mppcf TWA; 10 mg/m3 TWA 20 mg/m3 STEL

Engineering Controls

Provide adequate local exhaust ventilation to maintain worker exposure below exposure limits. Local exhaust is suggested for use, where possible, in enclosed or confined spaces.

Material Safety Data Sheet

Material Name: ROP 205

ID: SAH00033

PERSONAL PROTECTIVE EQUIPMENT

Personal Protective Equipment: Eyes/Face

Wear safety glasses with side shields.

Personal Protective Equipment: Skin

The use of nitrile-latex gloves is recommended.

Personal Protective Equipment: Respiratory

Not normally needed. If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection.

Personal Protective Equipment: General

Launder contaminated clothing before reuse. Use good industrial hygiene practices in handling this material.

*** Section 9 - Physical & Chemical Properties ***

Appearance:	Beige paste	Odor:	Slight latex odor
Physical State:	Paste	pH:	8.0 - 10.0
Vapor Pressure:	1.0	Vapor Density:	1.1 - 1.2
Boiling Point:	>212°F (>100°C)	Melting Point:	N/A
Solubility (H2O):	Soluble	Specific Gravity:	1.0 - 1.3
Evaporation Rate:	Same as water	VOC:	33 g/L
Octanol/H2O Coeff.:	N/A	Flash Point:	>212°F (>100°C)
Flash Point Method:	N/A	Upper Flammability Limit (UFL):	N/A
Lower Flammability Limit (LFL):	N/A	Burning Rate:	N/A
Auto Ignition:	N/A		

Physical Properties: Additional Information

The data provided in this section is to be used for product safety handling purposes. Please refer to Product Data Sheets, Certificates of Conformity or Certificates of Analysis for chemical and physical data for determinations of quality and for formulation purposes.

*** Section 10 - Chemical Stability & Reactivity Information ***

Chemical Stability

Stable under normal conditions.

Chemical Stability: Conditions to Avoid

Do not freeze.

Incompatibility

This product may react with strong acids, bases and oxidizing agents.

Hazardous Decomposition

Irritating and/or toxic fumes and gases may be emitted upon the product's decomposition. Upon decomposition, this product may emit fumes of carbon monoxide, carbon dioxide, oxides of nitrogen, and other organic compounds.

Possibility of Hazardous Reactions

Will not occur.

*** Section 11 - Toxicological Information ***

Acute Dose Effects

A: General Product Information

No information available for the product.

B: Component Analysis - LD50/LC50

No LD50/LC50's are available for this product's components.

Material Safety Data Sheet

Material Name: ROP 205

ID: SAH00033

Carcinogenicity

A: General Product Information

No information available for the product.

B: Component Carcinogenicity

Kaolin (1332-58-7)

ACGIH: A4 - Not Classifiable as a Human Carcinogen

Sensitization

No information available for the product.

*** Section 12 - Ecological Information ***

Ecotoxicity

A: General Product Information

No information available for the product.

B: Component Analysis - Ecotoxicity - Aquatic Toxicity

No ecotoxicity data are available for this product's components.

*** Section 13 - Disposal Considerations ***

US EPA Waste Number & Descriptions

A: General Product Information

No additional information available.

B: Component Waste Numbers

No EPA Waste Numbers are applicable for this product's components.

Disposal Instructions

Waste must be handled in accordance with all federal, state, provincial, and local regulations. Consult authorities before disposal.

See Section 7 for Handling Procedures. See Section 8 for Personal Protective Equipment recommendations.

*** Section 14 - Transportation Information ***

International Transportation Regulations

Not regulated as dangerous goods.

*** Section 15 - Regulatory Information ***

US Federal Regulations

A: General Product Information

All components are on the U.S. EPA TSCA Inventory List. All components of this product are included, or are exempt from inclusion, in the Canadian Domestic Substance List unless otherwise noted.

B: Component Analysis

None of this products components are listed under SARA Section 302 (40 CFR 355 Appendix A), SARA Section 313 (40 CFR 372.65), or CERCLA (40 CFR 302.4).

State Regulations

A: General Product Information

Other state regulations may apply. Check individual state requirements.

B: Component Analysis - State

The following components appear on one or more of the following state hazardous substances lists:

Component	CAS	CA	MA	MN	NJ	PA	RI
Limestone	1317-65-3	No	Yes	Yes	Yes	Yes	Yes
Kaolin	1332-58-7	No	Yes	Yes	Yes	Yes	Yes

Canadian WHMIS Information

A: General Product Information

Not regulated

Material Safety Data Sheet

Material Name: ROP 205

ID: SAH00033

B: Component Analysis - WHMIS IDL

No components are listed in the WHMIS IDL.

Additional Regulatory Information

A: General Product Information

Supplier(s) of proprietary component(s) state that these components are contained on the TSCA inventory.

B: Component Analysis - Inventory

Component	CAS #	TSCA	CAN	EEC
2-Propenoic acid, butyl ester, polymer with ethenyl acetate and 2-ethylhexyl 2-propenoate	28040-72-4	Yes	DSL	No
Limestone	1317-65-3	Yes	NDSL	EINECS
2-Propenoic acid, polymer with butyl 2-propenoate and ethenylbenzene	25586-20-3	Yes	DSL	No
Kaolin	1332-58-7	Yes	DSL	EINECS
2-Propenoic acid, 2-methyl-, polymer with butyl 2-propenoate and ethyl 2-propenoate	31069-81-5	Yes	DSL	No

*** Section 16 - Other Information ***

Reference Version (internal)

4110-06

Other Information

Reasonable care has been taken in the preparation of this information, but the manufacturer makes no warranty of merchantability or any other warranty, expressed or implied, with respect to this information. The manufacturer makes no representations and assumes no liability for any direct, incidental or consequential damages resulting from its use.

Key/Legend

NA = Not available or Not Applicable. ACGIH = American Conference of Governmental Industrial Hygienists. NFPA = National Fire Protection Association. EPA = Environmental Protection Agency; TSCA = Toxic Substance Control Act; ACGIH = American Conference of Governmental Industrial Hygienists; IARC = International Agency for Research on Cancer; NIOSH = National Institute for Occupational Safety and Health; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration., NJTSR = New Jersey Trade Secret Registry.

End of Sheet SAH00033

**U.S. Department of Labor**Occupational Safety and Health Administration
(Non-Mandatory Form)**Material Safety Data Sheet**May be used to comply with
OSHA's Hazard Communication Standard
29 CFR 1910.1200. Standard must be
consulted for specific requirements.

IDENTITY (As Used on Label and List)

ARDEX FEATHER FINISH – GRAYNote: Blank spaces are not permitted. If any item is not applicable, or no
information is available, the space must be marked to indicate that.**Section I**

Manufacturer's Name

ARDEX ENGINEERED CEMENTS

Emergency Telephone Number

(800) 255-3924

Address (Number, Street, City, State and Zip Code)

Telephone Number for Information

(724) 857-6400**400 Ardex Park Drive****Aliquippa, PA 15001****U.S.A.**

Date Prepared

1/8/2001

Signature of Preparer (Optional)

Section II – Hazardous Ingredients/Identity Information

Hazardous Components (Specific Chemical Identity: Common Name(s))	OSHA PEL	ACGIH TLV	Other Limits Recommended	% (optional)
40% MAX PORTLAND CEMENT 65997-15-1	10MG/M ³	10MG/M ³		
45% MAX LIMESTONE 1317-65-3	N/A	30 MPPCF		
20% MAX VINYL ACETATE COPOLYMER 24937-78-8	10MG/M ³	10 MG/M ³		

Section III – Physical/Chemical Characteristics

Boiling Point	N/A	Specific Gravity (H ₂ O = 1)	1.2
Vapor Pressure (mm Hg)	N/A	Melting Point	N/A
Vapor Density (AIR = 1)	N/A	Evaporation Rate (Butyl Acetate = 1)	N/A

Solubility in Water

Less than 50 g/1000 cm³

Appearance and Odor

FINE GRAY POWDER - ODORLESS**Section IV – Fire and Explosion Hazard Data**

Flash Point (Method Used)	Flammable Limits	LEL	UEL
NON-FLAMMABLE	N/A	N/A	N/A
Extinguishing Media			
WILL NOT BURN			
Special Fire Fighting Procedures			
NONE			
Unusual Fire and Explosion Hazards			
NONE			

Section V – Reactivity Data

Stability	Unstable	<input type="checkbox"/>	Conditions to Avoid
	Stable	<input checked="" type="checkbox"/>	NONE

Incompatibility (*Materials to Avoid*)

NONE

Hazardous Decomposition or Byproducts

NONE

Hazardous Polymerization	May Occur	<input type="checkbox"/>	Conditions to Avoid
	Will Not Occur	<input checked="" type="checkbox"/>	NONE

Section VI – Health Hazard Data

Route(s) of Entry	Inhalation?	Skin?	Ingestion?
	YES	YES	YES

Health Hazards (*Acute and Chronic*)

EXCESSIVE OR LONG-TERM INHALATION MAY CAUSE IRRITATION TO NOSE, THROAT AND RESPIRATORY PASSAGES.

Carcinogenicity:	NTP?	IARC Monographs?	OSHA Regulated?
	No	No	No

Signs and Symptoms of Exposure

EXPOSURE TO SKIN OR EYES MAY CAUSE RASH OR IRRITATION. INHALATION MAY CAUSE COUGH, SHORTNESS OF BREATH, WHEEZING AND REDUCED PULMONARY FUNCTION.

Medical Conditions Generally Aggravated by Exposure

ALLERGIES TO PORTLAND CEMENT OR INDIVIDUALS WITH RESPIRATORY DISEASE OR SUBJECT TO EYE IRRITATION.

Emergency First Aid Procedures: SEEK MEDICAL ATTENTION. INHALATION MAY RESULT IN RESPIRATORY IRRITATION - REMOVE TO FRESH AIR. SKIN WASH WITH SOAP AND WATER. EYES - FLUSH WITH WATER. INGESTION - DILUTE WITH WATER.

Section VII – Precautions for Safe Handling and Use

Steps to Be Taken in Case Material is Released or Spilled

COLLECT USING DUSTLESS METHOD (HEPA VACUUM OR WET METHOD). WHERE APPROPRIATE – PROTECTIVE EQUIPMENT – COLLECT FOR DISPOSAL.

Waste Disposal Method

DISPOSE OF IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE/PROVINCIAL AND FEDERAL REGULATIONS.

Precautions to Be Taken in Handling and Storing

NONE. STORE IN A COOL, DRY AREA. USE NORMAL PRECAUTIONS AGAINST BAG BREAKAGE. USE GOOD HOUSEKEEPING TO PREVENT DUST ACCUMULATION.

Other Precautions

DO NOT BREATHE DUST.

Section VIII – Control MeasuresRespiratory Protection (*Specify Type*)

WEAR A NIOSH/MSHA APPROVED RESPIRATOR SUCH AS A 3M DUST MASK #8710 DURING MIXING.

Ventilation	Local Exhaust TO CONTROL TO RECOMMENDED P.E.L.	Special N/A
	Mechanical (<i>General</i>) N/A	Other N/A

Protective Gloves RECOMMENDED	Eye Protection RECOMMENDED
----------------------------------	-------------------------------

Other Protective Clothing or Equipment

AS APPROPRIATE FOR WORK ENVIRONMENT. COVERALLS, APRON AND BOOTS TO PREVENT CONTACT.

Work/Hygienic Practices

DUSTY CLOTHING SHOULD BE LAUNDERED BEFORE REUSE. WHEN FINISHED SHOWER WITH SOAP AND WATER TO REMOVE DUST.