

**Fort Bend County Tabulation  
Bid 24-063  
Sealant and Waterproofing at the Fort Bend County Jail**

**Recommended: Texas Liqua Tech Services, Inc.  
Funding: Certificates of Obligation**

<b>Description</b>	<b>Texas Liqua Tech Services, Inc. Houston, TX</b>	<b>A&amp;E Tech Reps dba Restoration Services, Inc. Houston, TX</b>	<b>Brazos Commercial Roofing, LLC Clute, TX</b>	<b>Tadco Roofing Houston, TX</b>
Total Base Bid Price	\$396,418.00	\$556,640.00	\$705,910.00	\$987,363.00
Calendar Days to Complete	120	210	365	200
Remove and replace deteriorated sealant, price per linear foot	\$15.00	\$7.50	\$8.25	\$23.50
Remove and replace broken concrete curb, price per linear foot	\$200.00	\$250.00	\$150.00	\$500.00

Funding available totaling: \$396,418.00





COUNTY PURCHASING AGENT  
Fort Bend County, Texas

Vendor Information

Jaime Kovar  
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	Texas Liqua Tech Services, Inc.			
Business Name (if different from legal name)	Same as Above			
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt	Age in Business? 39	
Federal ID # or S.S. #	76-0393668	SAM.gov Unique Entity ID #	UEI No.: D67TLGA96NN5	
SAM.gov CAGE / NCAGE	CAGE Code: 1RJN7			
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____			
Remittance Address	1819 Milby St.			
City/State/Zip	Houston, Texas 77003			
Physical Address	Same as Above			
City/State/Zip	Same as Above			
Phone Number	713-225-5325			
E-mail	andy@liquatech.com			
Contact Person	Andy Lindsey			
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # 1760393668700 Certification # _____	Cert Date 03/23/21	Exp Date 03/23/25
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/>	\$500,000-\$4,999,999 _____ \$17,000,000-\$22,399,999 _____	>\$22,400,000 _____	
NAICs codes (Please enter all that apply)	238390, 238160, 332322			
Signature of Authorized Representative				
Printed Name	Charles Small			
Title	Vice President			
Date	June 18, 2024			

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**



**FORT BEND COUNTY**  
**Sealant and Waterproofing**  
**at the**  
**Fort Bend County Jail**  
**BID 24-063**

**SEALED BID**

DUE: 06/18/2024 @ 2:00pm

BID 24-063

JAIL WATERPROOFING

1819 Milby • Houston, Texas 77003  
(713) 225-LEAK (5325) voice • (713) 225-2755 fax • (800) 988-LEAK



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## BASE PROPOSAL



## GENERAL REQUIREMENTS

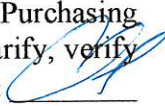
## 1.0 GENERAL REQUIREMENTS:

- 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 bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder 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 301 Jackson, Suite 201 Richmond Texas no later than 2:00 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, Travis Annex, 301 Jackson, Suite 201 Richmond, Texas 77469.
- 1.6 Addenda: 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 Brooke Lindemann, Senior Buyer, 301, Jackson, Suite 201, Richmond, Texas, 77469, E-mail: [Brooke.Lindemann@fortbendcountytexas.gov](mailto:Brooke.Lindemann@fortbendcountytexas.gov). Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. 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 addenda issued will become part of the contract documents. Bidders must sign and include it in the returned bid package. Deadline for submission of questions and/or clarification is no later than **Tuesday, June 11, 2024 at 9:30AM (central)** Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.7 References: All bidders must submit, **WITH BID**, at least three (3) references

Initials of Bidder: 

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.

- 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 bidder's Cashier's Check or Certified Check will be returned only after a written request to do so have 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

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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.
- 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.

## **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 sealant and waterproofing at the Fort Bend County Jail, located at 1410 Richmond Parkway, Richmond, TX 77469, hereinafter referred to as the "Project," as specified herein.

Awarded vendor's employees that are to work on-site must pass the criminal background check performed by Fort Bend County. Vendor must have employee's valid Texas Driver License or ID to County representative twenty-one (21) days before work is scheduled to begin.

- 2.1 *Work* means the procurement, delivery and proper construction and/or installation of all materials and facilities and associated appurtenances necessary to fulfill the winning bidder's obligations (hereinafter the "Contractor") under the Contract as awarded for the Project specified herein, including the coordination and administration of all services necessary for Contractor, and/or its agents and/or

Initials of Bidder: 

subcontractors, to fulfill Contractor's obligations under the Contract.

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

A pre-bid conference will be conducted on **Tuesday, June 4, 2024 at 9:00 AM (CST)**. The pre-bid conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend. A site visit will be conducted after the conference, if necessary.

### **4.0 LIQUIDATED DAMAGES:**

The County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County \$250.00 for each day that expires after the time specified herein for completion until the Work is complete, unless contract time has been adjusted by extension of time approved by Commissioner's Court.

The Contractor will be placed on one (1) year probation if liquidated damages are accrued. During the probation period, if the Contractor accrues liquidated damages on another project, they will be disqualified from being awarded any County work for two (2) years.

### **5.0 COMPLETION TIME & 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 County Auditor, 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 a customary, accurate and complete application for payment is received by the County Auditor not later than the 15th day of a month, Fort Bend County shall make payment of all undisputed amounts to the Contractor not later than the 15th day of the next month. If an application for payment is received by the County Auditor after the application deadline fixed above, payment shall be made by Fort Bend County not later than 30 days after the County Auditor receives the application for payment.

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- 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:

Upon substantial completion of the Project, add 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 should be deducted for incomplete work and unsettled claims.
  - 5.2.4.5 Final payment, constituting the entire unpaid undisputed balance of the contract sum, shall be made by Fort Bend County to the Contractor when Fort Bend County and the Contractor agree that the Contract has been fully performed by the Contractor.
- 5.3 Before the first application for payment, the Contractor shall submit to the Facilities Management and Planning 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 Management and Planning Department may require. This schedule, unless objected to by the Facilities Management and Planning 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.

Initials of Bidder: 

- 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 services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring 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 or ability to perform, Fort Bend County may demand that the Contractor give written assurance of its intent to perform and its plan to properly continue performance, including a reasonably detailed timeline. In the event that a demand is made and no assurance is given within five (5) business days, Fort Bend County may treat this failure as an anticipatory repudiation of the Contract.

#### **8.0 PERFORMANCE & PAYMENT BONDS:**

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.

Initials of Bidder



## 10.0 INSURANCE:

- 10.1 All respondents shall submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, 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 firm named therein, if successful, upon award of this Contract.
- 10.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 10.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 10.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 10.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 10.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 10.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability,

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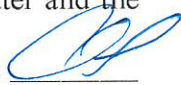
shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

- 10.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.
- 10.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 10.6 No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 10.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.
- 10.8 Builder's Risk Insurance: Contractor is required to provide proof before a Purchase Order is issued for this project and keep in full force and effect until the Transfer Date, 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 Contractor, 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 Transfer 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 Contractor, Architect, subcontractors of any tier and Owner for loss or damage occurring during the Work and shall name Contractor as the named insured and Owner as additional insureds. All Builder's Risk Insurance proceeds shall be paid directly to the Contractor.

#### **11.0 INDEMNIFICATION:**

Respondent shall save harmless County from and against all claims, liability, and expenses, including reasonable attorney's 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

Initials of Bidder: 

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 may arise 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. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep detailed records of each of its workers and said records shall be made available to County for inspection at all reasonable times. 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

Initials of Bidder: 

worker is paid less than the below stated rates. Contractors may also visit [www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx).

General Decision Number: TX20240247 01/05/2024

Superseded General Decision Number: TX20230247

State: Texas

Construction Type: Building

County: Fort Bend County in Texas.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number

0

Publication Date

01/05/2024

Rates

Fringes

ASBE0022-009 07/03/2023

Initials of Bidder:



ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 28.35	16.02
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BOIL0074-003 07/01/2023

BOILERMAKER	\$ 37.00	24.64
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CARP0551-008 04/01/2021

CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 25.86	9.08
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ELEC0716-005 08/29/2023

ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 34.50	10.41
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ELEV0031-003 01/01/2023

ELEVATOR MECHANIC	\$ 49.15	37.335+a+b
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FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Friday after Thanksgiving Day; Christmas Day; and Veterans Day.

ENGI0450-002 04/01/2014

POWER EQUIPMENT OPERATOR

Cranes	\$ 34.85	9.85
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IRON0084-002 06/01/2023

IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.51	8.13
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PLAS0783-001 04/01/2023


PLASTERER	\$ 31.34	10.30
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PLUM0068-002 10/01/2023

PLUMBER	\$ 34.86	11.68
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PLUM0211-010 10/01/2023

PIPEFITTER (Including HVAC Pipe Installation)	\$ 38.31	12.61
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Initials of Bidder: 

SHEE0054-003 04/01/2020

SHEET METAL WORKER (Excludes HVAC Duct and Unit Installation)	\$ 29.70	13.85
SUTX2014-023 07/21/2014		
ACOUSTICAL CEILING MECHANIC	\$ 16.41 **	3.98
BRICKLAYER	\$ 19.86	0.00
CAULKER	\$ 15.36 **	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.82 **	0.00
DRYWALL FINISHER/TAPER	\$ 16.30 **	3.71
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.45	3.96
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 11.87 **	0.00
GLAZIER	\$ 19.12	4.41
INSULATOR – BATT	\$ 14.87 **	0.73
IRONWORKER, REINFORCING	\$ 12.10 **	0.00
LABORER: Common or General	\$ 10.79 **	0.00
LABORER: Mason Tender – Brick	\$ 13.37 **	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.50 **	0.00
LABORER: Pipelayer	\$ 12.94 **	0.00
LABORER: Roof Tearoff	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation	\$ 9.49 **	0.00

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LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.10 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93 **	0.00
OPERATOR: Bulldozer	\$ 20.77	0.00
OPERATOR: Drill	\$ 16.22 **	0.34
OPERATOR: Forklift	\$ 15.64 **	0.00
OPERATOR: Grader/Blade	\$ 13.37 **	0.00
OPERATOR: Loader	\$ 13.55 **	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03 **	0.00
OPERATOR: Roller	\$ 16.00 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 16.77 **	4.51
ROOFER	\$ 15.40 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 17.81	2.64
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 16.00 **	1.61
SPRINKLER FITTER (Fire Sprinklers)	\$ 22.17	9.70
TILE FINISHER	\$ 12.00 **	0.00
TILE SETTER	\$ 16.17 **	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.95 **	5.23
TRUCK DRIVER: Dump Truck	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50 **	0.00

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TRUCK DRIVER: Water Truck	\$ 12.00 **	4.11
WATERPROOFER	\$ 14.39 **	0.00

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

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

### WAGE DETERMINATION APPEALS PROCESS


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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has 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.

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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 written demand as requested 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 On written demand as requested by Fort Bend County, review drawings and specifications with the Engineer to permit the Contractor and the Engineer to determine the compliance of the proposed facility with applicable building codes.

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

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- 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. **It is the contractor's responsibility to engage a material testing laboratory to perform testing on the structural concrete to be used for foundation work in this project. The cost of testing shall be incidental to bid item for drill shaft foundation. Testing of concrete shall comply with current TXDOT criteria. Contractor has to submit the name of the testing laboratory, intended to be used by the contractor for this project, for County's approval.**
- 14.3 Standards for Review and Approval. Fort Bend County acknowledges that in order to meet the deadlines for the completion of the Project, and in order to accomplish the efficient completion of the Project, the Contractor may submit matters to Fort Bend County in stages for approval or consent. Upon receipt of any matter submitted by the Contractor for review and approval, Fort Bend County shall review the same and shall diligently and promptly (but in any event within 14 calendar days for any such matter, other than a proposed change order, and within 28 calendar days for a proposed change order) give the Contractor notice of Fort Bend County's approval or disapproval, setting forth in detail all reasons for any disapproval. Fort Bend County's right to disapprove any such matter submitted (other than a proposed change order) shall be limited to the elements thereof (a) which do not conform substantially to matters previously approved, (b) which are new elements not previously presented and approved and the Contractor is unable to demonstrate that such new element is reasonably necessary for completion of the Project, or (c) which depict matters that are violations of this Contract or applicable laws and regulations.
- 14.3.1 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

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Bend County's basis for disapproval. Any resubmission shall be subject to review and approval by Fort Bend County.

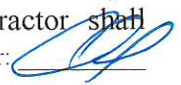
14.3.2 Fort Bend County and the Contractor shall attempt in good faith to resolve any disputes concerning the approval of any aspect of the Project expeditiously, so as not to delay the completion of the Project in accordance with this Contract.

14.3.3 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 there over. 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

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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

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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

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(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

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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.
- 14.15 Delay, Disruption or Hindrance Damages. Contractor and the County contemplate that Contractor's performance may be delayed, disrupted or interfered with by unanticipated causes including but not limited to the following:
- a) Severe and unavoidable natural disasters such as fires, floods, epidemics and earthquakes;
  - b) Abnormal weather conditions;
  - c) Acts or failures to act of the County, third party utility owners or other third-party entities; and
  - d) Acts of war or terrorism.

Contractor and the County agree and stipulate that an extension of the Contract Time shall be the sole remedy of Contractor for delays in performance of the Work, whether or not such delays are foreseeable, except for delays caused solely by acts of the County that constitute fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work and then only to the extent such acts continue after Contractor notifies Owner in writing of such conduct. For delays caused by any act(s) other than fraud, intentional misrepresentation, gross negligence, intentional arbitrary or capricious acts and/or omissions or intentional interference with Contractor's performance of the Work Contractor shall not be entitled to any compensation or recovery of any damages including, without limitation, those damages prohibited or limited in Sections 14.15.1 – 14.15.8 below. The County's exercise of any of its rights or remedies under the Contract including, without limitation, ordering changes in the Work or directing suspension, rescheduling, or correction of the Work, in response to any breach or failure by the Contractor to comply with the terms of the Contract Documents or the Contractor's obligations arising therefrom, shall not be construed as intentional interference with Contractor's performance of the Work regardless of the extent or frequency of the County's exercise of such rights or remedies.

Without limiting the foregoing, except as otherwise expressly provided in this Agreement in calculating the amount of any claim recoverable by Contractor, the following limitations on the recovery of damages shall apply:

14.15.1 No indirect or consequential damages will be allowed.

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- 14.15.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated losses of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- 14.15.3 Damages, to the extent recoverable, are limited to the additional, actual costs specifically shown to have been directly incurred by the Contractor and solely caused by the proven wrong.
- 14.15.4 No damages will be allowed for home office overhead or other home office charges.
- 14.15.5 No exemplary damages or unjust enrichment damages shall be recoverable.
- 14.15.6 No recovery of attorney's fees shall be recoverable except as expressly permitted under the Agreement.
- 14.15.7 No profit will be allowed on any damage claim, except as expressly recoverable under the Agreement as Fee on Cost of the Work incurred.
- 14.15.8 Notwithstanding any other damage limitation herein the County and the Contractor recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Contractor if the County is found to have intentionally interfered with Contractor's performance of the Work by fraud, misrepresentation, gross negligence, or intentional arbitrary or capricious acts and/or omissions. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages (in lieu of any other remedy or damages) for delay, disruption or hindrance (but not as a penalty) the County shall pay the Contractor \$250.00 for each day that a court of competent jurisdiction finds the County's conduct referenced in Section 14.15 (above) is the sole cause of Contractor's delay in completing the Work.

## **15.0 TERMINATION:**

- 15.1 Fort Bend County may terminate the Contract for cause 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.

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- 15.1.3 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
- 15.1.4 Otherwise commits 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.
  - 15.2.3 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.
- 15.3 Termination for Convenience of Fort Bend County

Fort Bend county reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, for any reason. Upon such an occurrence, the following shall apply.

  - 15.3.1 The County will notify Contractor in writing of the county's determination to terminate the contract for convenience and the effective date of the Contract termination. The notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems, and for safety.
  - 15.3.2 Upon receipt of the notice of termination, Contractor shall immediately proceed with the following obligations, regardless of any dispute in determining or adjusting any amounts due at that point in the Contract:
    - 15.3.2.1 Stop all work.
    - 15.3.2.2 Place no further subcontracts or orders for materials or services.
    - 15.3.2.3 Terminate all subcontracts for convenience.
    - 15.3.2.4 Cancel all materials and equipment orders as applicable.

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15.3.2.5 Take appropriate action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

15.3.2.6 When the Contract is terminated for Owner's convenience, Contractor may recover from Owner payment for all Work executed. Contractor may not claim lost profits or lost business opportunities.

15.4 Settlement on Termination. When the Contract is terminated by the County under 15.3, at any time prior to one hundred eighty (180) days after the effective date of termination, Contractor shall submit a final termination settlement proposal to the County based upon recoverable costs as provided under the Contract. If Contractor fails to submit the proposal within the time allowed, the County may unilaterally determine the amount due to Contractor because of the termination and pay the determined amount to Contractor.

**16.0 COMPLETION, TRANSFER, & 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.

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- 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 Management and Planning 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, 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

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Project. The Contractor agrees to, upon request, provide Fort Bend County with such records.

**21.0 SUCCESSORS & 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:**

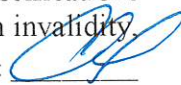
This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by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

Initials of Bidder: 

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 & 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 AWARD:**

This contract will be awarded to the overall lowest and best bid.

**31.0 TEXAS ETHICS COMMISSION FORM 1295:**

- 31.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website.

Initials of Bidder: 

Please visit: <https://www.ethics.state.tx.us/filinginfo/1295/>

**31.2 On-line instructions:**

31.2.1 Name of governmental entity is to read: Fort Bend County.

31.2.2 Identification number used by the governmental entity is: B24-063.

31.2.3 Description is the title of the solicitation: Sealant and Waterproofing at the Fort Bend County Jail.

31.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

**32.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

32.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.


32.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**33.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws

**34.0 INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS**

Indemnity for certain bodily injury or death claims. To the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, for bodily injury or death of any employee of contractor, its agents, or its subcontractors of every tier, even if the bodily injury or death is caused by or alleged to have been caused by the sole or partial negligence, fault or strict liability of any indemnitee.

Initials of Bidder: 

Indemnity for all other claims. For all claims not addressed in the preceding section or section 11.0 above, including, without limitation, claims for damage to or loss of use of property and claims for bodily injury to or death of any person other than that addressed in the immediately preceding section, to the fullest extent permitted by law, contractor shall indemnify, defend and hold harmless the county from and against all claims, losses, expenses, costs, demands, suits, causes of action, and damages, including without limitation, attorneys' fees and expenses, of any nature whatsoever arising out of or related to this contract or the work to be performed under this contract, but only to the extent of the negligence or other fault of the contractor, its agents, representatives, employees or subcontractors of any tier.

### **35.0 AGREEMENT TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT**

To the maximum extent allowed by law, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, et seq. administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. For cases in which the amount in controversy is less than \$250,000, there shall be no discovery other than an expeditious and complete exchange of documents relative to the dispute. For cases in which the amount in controversy is between \$250,000 and \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information and up to three (3) depositions per side (including expert depositions, if any). For cases in which the amount in controversy exceeds \$1,000,000, there shall be no discovery except for an expeditious and complete exchange of such documentary information up to five (5) depositions per side (including expert depositions, if any). No formal interrogatories, request for admissions or formal request for production of documents shall be allowed in the arbitration process. The hearing on the merits will be completed no later than ninety (90) days after the initial demand for arbitration is made for disputes involving amounts in controversy of up to \$250,000; no later than no later than one hundred twenty (120) days after the initial demand for arbitration is made for disputes involving amounts in controversy of between \$250,000 and \$1,000,000; and, no later than three hundred sixty five (365) days after the initial demand for arbitration is made for disputes involving amounts in controversy of over \$1,000,000.

### **36.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete and return with submission

- 36.1 Required Proof of Insurance
- 36.2 Vendor Form
- 36.3 W9 Form
- 36.4 Tax Form/Debt/Residence Certification
- 36.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder:



36.6 Pricing Sheet, as stated in Exhibit I

**37.0 EXHIBIT:**

Exhibit I: Pricing/Project Manual

Initials of Bidder: CSP



## CONTRACT SHEET

**Contract Sheet**  
**Bid 24-063**

**THE STATE OF TEXAS**  
**COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 23 day of July, 2024,  
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by  
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and  
Texas Liqua Tech Services, Inc. (hereinafter designated Contractor).

(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Sealant and Waterproofing at the Fort Bend County Jail** 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 23 day of July 2024.

Fort Bend County, Texas

By: KP George  
County Judge, KP George

By: [Signature]  
Signature of Contractor

By: Charles Small / Vice President  
Printed Name and Title



## VENDOR INFORMATION

&

W-9

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Texas Liqua Tech Services, Inc.

2 Business name/disregarded entity name, if different from above.

dba Liqua Tech

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate
- ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
- Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions.

5 Address (number, street, and apt. or suite no.). See instructions.

1819 Milby St.

6 City, state, and ZIP code

Houston, TX 77003-5607

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

7 6 - 0 3 9 3 6 6 8

or

Employer identification number

7 6 - 0 3 9 3 6 6 8

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person

Date

3/1/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## TAX FORM / DEBT / RESIDENCE CERTIFICATION

Job No.: \_\_\_\_\_

**TAX FORM/DEBT/ RESIDENCE CERTIFICATION**  
**(for Advertised Projects)**

Taxpayer Identification Number (T.I.N.): 76-0393668

Company Name submitting Bid/Proposal: X

Mailing Address: 1819 Milby St. / Houston, Texas 77003

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business  
N/A

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>N/A</u>	<u>N/A</u>

\* This is the property account identification number assigned by the Fort Bend County Appraisal District.

\*\* For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Texas Liqua Tech Services, Inc. is a Resident Bidder of Texas as defined in Government Code §2252.001.  
[Company Name]

I certify that N/A is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is N/A.  
[Company Name] [City and State]



## ACKNOWLEDGMENT OF STORM WATER MANAGEMENT PROGRAM

**Mandatory Form**



**Contractor Acknowledgement of Storm Water Management Program**

I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

**Texas Liqua Tech Services, Inc.**

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.

A handwritten signature in blue ink, appearing to read "Charles Small", is written over a horizontal line.

Contractor Signature

June 18, 2024

Date

**Charles Small**

Printed Name

**Vice President**

Title



## REFERENCES



## REFERENCES

### **FORT BEND COUNTY**

#### **Justin Zwahr**

Facilities Maintenance Manager

Office: (281) 238-3064

Cell: (281) 682-8364

Email: [Justin.Zwahr@fortbendcountytexas.gov](mailto:Justin.Zwahr@fortbendcountytexas.gov)

### **UNIVERSITY OF HOUSTON-DOWNTOWN**

#### **Abraham Flores**

Facilities Management Department

Office: (713) 221-8685

Cell: (281) 543-5428

Email: [flores@uhd.edu](mailto:flores@uhd.edu) |

### **HOUSTON COMMUNITY COLLEGE - SYSTEM**

#### **John K. Robertson; CICA, CLP**

Quality Assurance – Facilities Engineering & Maintenance

Office: 713-718-7576

Cell: 214-543-1456

E-mail: [john.robertson@hccs.edu](mailto:john.robertson@hccs.edu)



## CERTIFICATE OF INSURANCE



Fort Bend County

June 17, 2024


Texas Liqua Tech Services, Inc. respectfully submits the following material safety data sheets per 1.0 General Requirements, Page 04, Line 1.9 as follows:

- Dow - 795
- Master Seal - NP2
- Mapei - Planitop X

If you have any questions, please feel free to contact our office at 713-225-5325.

Sincerely,  
Texas Liqua Tech Services, Inc.



INDOOR AIR QUALITY EVALUATION FOLLOWING THE REQUIREMENTS OF CDPH/EHLB/STANDARD METHOD		
<b>Product Description</b>	DOWSIL™ 795 Silicone Building Sealant	
<b>Customer Information</b>	DOW SILICONES CORP KELLY ALLORE 2200 W SALZBURG RD MIDLAND MI 48686 USA	
<b>Testing Laboratory</b>	2211 Newmarket Parkway, Suite 106, Marietta, GA 30067-9399 USA	
<b>Product Category</b>	Adhesives/Sealants	
<b>Product Sub-Category</b>	Adhesive	
<b>Date Received</b>	March 6, 2019	
<b>Test Description</b>	The product was received by UL Environment as packaged and shipped by the customer. The package was visually inspected and stored in a controlled environment immediately following sample check-in. Just prior to loading, a 3/8" wide bead 11.5" long was applied to a foil-wrapped plate. The sample was immediately placed inside the environmental chamber, and tested according to the specified protocol.	
<b>Test Date</b>	3/13/2019 - 3/27/2019	
<b>Product Area Exposed</b>	length = 0.292 m	
<b>Chamber Volume</b>	0.0868 m³	
<b>Product Loading Ratio</b>	3.36 m/m³	
<b>Test Chamber Conditions</b>	Air change rate: 1.00 ± 0.05 1/h Inlet air flow rate: 0.0868 ± 0.004 m³/h	Temperature: 22.0°C - 23.0°C* Relative Humidity: 50% RH ± 5%
<b>Test Method</b>	CDPH - CA Section 01350 <i>Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources using Environmental Chambers</i> Version 1.2.	
<b>Released by</b>	 Allyson M. McFry Chemistry Laboratory Director	
<p>*The temperature range specification is 23°C ± 1°. The actual temperature range listed above may vary slightly. If the range is outside this specification, data was reviewed to ensure a negative impact did not occur.</p> <p>This test is accredited and meets the requirements of ISO/IEC 17025 as verified by ANSI National Accreditation Board. Refer to certificate and scope of accreditation AT-1297.</p>		

### PHOTOGRAPH OF SAMPLE



## RESULTS SUMMARY

Product Description					
DOWSIL™ 795 Silicone Building Sealant					
Environment	Product Usage	Product Surface Area	Room Volume	Ventilation Rate (ACH)	Product Compliance™
Classroom	Sealant	39.0 m	231 m³	0.82	Yes
Office	Sealant	14.6 m	30.6 m³	0.68	Yes

## PROJECT DESCRIPTION

The product was monitored for emissions of TVOC, individual VOCs, formaldehyde and other aldehydes over the 96-hour test period. Measurements were made and predicted exposures were calculated according to the CA Section 01350 protocol. As specified in this protocol, the results at 96 hours, after 10 days of conditioning, were compared to ½ (one-half) the current Chronic Reference Exposure Levels (CRELs), as adopted from the California OEHHA list. All identified VOCs were also compared to the California-EPA OEHHA Proposition 65 list and the California-EPA Air Resource Board list of Toxic Air Contaminants (TACs).

### Report Outline:

Table 1	<a href="#">Comparison of Data To Method Requirements</a>
Table 2	<a href="#">Chamber Concentrations and Emission Factors</a>
Table 3	<a href="#">Most Abundant Compounds</a>
Table 4	<a href="#">VOC Predicted Air Concentrations And Regulatory Information</a>
Chain of Custody	<a href="#">Chain of Custody</a>

For UL Environment's technical references and resources [click here](https://industries.ul.com/wp-content/uploads/sites/2/2018/02/Technical-references-and-resources.pdf) or <https://industries.ul.com/wp-content/uploads/sites/2/2018/02/Technical-references-and-resources.pdf>  
For Product Evaluation Methodologies information [click here](https://industries.ul.com/wp-content/uploads/sites/2/2018/03/ProductEvaluationMethodologies-PE.pdf) or <https://industries.ul.com/wp-content/uploads/sites/2/2018/03/ProductEvaluationMethodologies-PE.pdf>  
For Quality Control Program or Environmental Chamber Evaluations information [click here](https://industries.ul.com/wp-content/uploads/sites/2/2018/02/Quality-Control-Procedures.pdf) or <https://industries.ul.com/wp-content/uploads/sites/2/2018/02/Quality-Control-Procedures.pdf>  
For RSD, Quality Assurance Report or other quality documents, [Request](#) here or contact ULE.

**TABLE 1**

Product Description		DOWSIL™ 795 Silicone Building Sealant					
COMPARISON OF DATA TO METHOD REQUIREMENTS AT 96 HOURS FOLLOWING 10 DAYS OF CONDITIONING							
Compound	CAS Number	½ CREL (µg/m³)	Chamber Concentration (µg/m³)	Emission Factor†† (µg/m³·hr)	Classroom Predicted Concentration (µg/m³)**	Office Predicted Concentration (µg/m³)**	Meets ½ CREL™ (Classroom/Office)
Acetaldehyde	75-07-0	70	BQL	BQL	BQL	BQL	Yes
Benzene	71-43-2	1.5	BQL	BQL	BQL	BQL	Yes
Carbon disulfide*	75-15-0	400	BQL	BQL	BQL	BQL	Yes
Carbon tetrachloride*	56-23-5	20	BQL	BQL	BQL	BQL	Yes
Chlorobenzene	108-90-7	500	BQL	BQL	BQL	BQL	Yes
Chloroform*	67-66-3	150	BQL	BQL	BQL	BQL	Yes
Dichlorobenzene (1,4-)	106-46-7	400	BQL	BQL	BQL	BQL	Yes
Dichloroethylene (1,1)*	75-35-4	35	BQL	BQL	BQL	BQL	Yes
Dimethylformamide (N,N-)*	68-12-2	40	BQL	BQL	BQL	BQL	Yes
Dioxane (1,4-)	123-91-1	1,500	BQL	BQL	BQL	BQL	Yes
Epichlorohydrin	106-89-8	1.5	BQL	BQL	BQL	BQL	Yes
Ethylbenzene	100-41-4	1,000	BQL	BQL	BQL	BQL	Yes
Ethylene glycol	107-21-1	200	BQL	BQL	BQL	BQL	Yes
Ethylene glycol monoethyl ether acetate*	111-15-9	150	BQL	BQL	BQL	BQL	Yes
Ethylene glycol monoethyl ether*	110-80-5	35	BQL	BQL	BQL	BQL	Yes
Ethylene glycol monomethyl ether acetate*	110-49-6	45	BQL	BQL	BQL	BQL	Yes
Ethylene glycol monomethyl ether*	109-86-4	30	BQL	BQL	BQL	BQL	Yes
Formaldehyde	50-00-0	9.0***	BQL	BQL	BQL	BQL	Yes

Product Description		DOWSIL™ 795 Silicone Building Sealant					
COMPARISON OF DATA TO METHOD REQUIREMENTS AT 96 HOURS FOLLOWING 10 DAYS OF CONDITIONING							
Compound	CAS Number	½ CREL (µg/m³)	Chamber Concentration (µg/m³)	Emission Factor†† (µg/m³•hr)	Classroom Predicted Concentration (µg/m³)**	Office Predicted Concentration (µg/m³)**	Meets ½ CREL™ (Classroom/Office)
Hexane (n-)	110-54-3	3,500	BQL	BQL	BQL	BQL	Yes
Isophorone*	78-59-1	1,000	BQL	BQL	BQL	BQL	Yes
Isopropanol	67-63-0	3,500	BQL	BQL	BQL	BQL	Yes
Methyl chloroform*	71-55-6	500	BQL	BQL	BQL	BQL	Yes
Methyl t-butyl ether	1634-04-4	4,000	BQL	BQL	BQL	BQL	Yes
Methylene chloride*	75-09-2	200	BQL	BQL	BQL	BQL	Yes
Naphthalene	91-20-3	4.5	BQL	BQL	BQL	BQL	Yes
Phenol	108-95-2	100	BQL	BQL	BQL	BQL	Yes
Propylene glycol monomethyl ether*	107-98-2	3,500	BQL	BQL	BQL	BQL	Yes
Styrene	100-42-5	450	BQL	BQL	BQL	BQL	Yes
Tetrachloroethylene (perchloroethylene)	127-18-4	17.5	BQL	BQL	BQL	BQL	Yes
Toluene	108-88-3	150	BQL	BQL	BQL	BQL	Yes
Trichloroethylene	79-01-6	300	BQL	BQL	BQL	BQL	Yes
Vinyl acetate	108-05-4	100	BQL	BQL	BQL	BQL	Yes
Xylenes (m-, o-, p-)	1330-20-7	350	BQL	BQL	BQL	BQL	Yes

BQL denotes below quantifiable level of 0.04 µg for individual VOCs, with the exceptions benzene and epichlorohydrin which have a QL of 0.02 µg, based on a standard 18 L air collection volume.

††The emission factor (EF) is calculated from the chamber concentration (CC), the chamber air change rate (N<sub>C</sub>), the chamber volume (V<sub>C</sub>), and the product area exposed in the chamber (A<sub>C</sub>) as:  $EF = (CC \cdot V_C \cdot N_C) / A_C$ .

\*Denotes compound is within volatility range of method but no calibration standard was available.

\*\*The predicted building exposure concentration (BC) is calculated from the emission factor (EF), the building air change rate (N<sub>B</sub>), the building room volume (V<sub>B</sub>), and the product area exposed in the building room (A<sub>B</sub>) as:  $BC = (EF \cdot A_B) / (V_B \cdot N_B)$ . For more information on Predicted Concentration modeling parameters, [click here](#).

\*\*\*Guidance value per CA Standard Method

**TABLE 2**

Product Description		DOWSIL™ 795 Silicone Building Sealant	
CHAMBER CONCENTRATIONS AND EMISSION FACTORS FOR TVOC AND FORMALDEHYDE AT 24, 48, AND 96 HOURS FOLLOWING 10 DAYS OF CONDITIONING			
Elapsed Exposure Hour After 10 Days Conditioning		Chamber Concentration (µg/m³)	Emission Factor†† (µg/m•hr)
TVOC†			
24		1,220	362
48		1,020	303
96		1,030	307
Formaldehyde‡			
24		BQL	BQL
48		BQL	BQL
96		BQL	BQL

BQL denotes below quantifiable level of 2 µg/m³.

Exposure hours are nominal (± 1 hour).

<sup>†</sup>Defined as the sum of those VOCs that elute between the retention times of n-hexane (C<sub>6</sub>) and n-hexadecane (C<sub>16</sub>) on a non-polar capillary GC column quantified based on a toluene response factor.

<sup>‡</sup>Compound identified and quantified by DNPH derivitization and HPLC/UV analysis.

<sup>††</sup>The emission factor (EF) is calculated from the chamber concentration (CC), the chamber air change rate (N<sub>c</sub>), the chamber volume (V<sub>c</sub>), and the product area exposed in the chamber (A<sub>c</sub>) as:  $EF = (CC \cdot V_c \cdot N_c) / A_c$ .

**TABLE 3**

Product Description DOWSIL™ 795 Silicone Building Sealant					
TEN MOST ABUNDANT IDENTIFIED INDIVIDUAL VOLATILE ORGANIC COMPOUNDS (VOCs) AND/OR ALDEHYDES AT 96 HOURS FOLLOWING 10 DAYS OF CONDITIONING					
CAS Number	Compound	Chamber Concentration (µg/m³)	Emission Factor†† (µg/m³·hr)	Calculated Predicted Exposure Concentration** (µg/m³)	
				Classroom	Office
---	TVOC††	1,030	307	63.2	216
540-97-6	Cyclohexasiloxane, dodecamethyl	440	131	26.9	91.8
541-02-6	Cyclopentasiloxane, decamethyl	400	119	24.5	83.4
556-67-2	Cyclotetrasiloxane, octamethyl	59.7	17.7	3.6	12.4
107-50-6	Cycloheptasiloxane, tetradecamethyl-*	52.8	15.7	3.2	11.0
141-97-9	Butanoic acid, 3-oxo-, ethyl ester*	48.2	14.3	2.9	10.0
542-08-5	Butanoic acid, 3-oxo-, 1-methylethyl ester*	17.2	5.1	1.1	3.6
105-45-3	Butanoic acid, 3-oxo-, methyl ester*	13.1	3.9	0.8	2.7
124-19-6	Nonyl aldehyde (Nonanal)†	2.6	0.8	0.2	0.6
112-31-2	Decanal*	2.3	0.7	0.1	0.5

Exposure hours are nominal (± 1 hour).

VOC data obtained by scanning GC/MS; identification of compound made by retention time and mass spectral characteristics.

†Quantified using multipoint authentic standard curve. Other VOCs quantified relative to toluene.

\*Identification based on NIST mass spectral database only.

‡Compound identified and quantified by DNPH derivitization and HPLC/UV analysis.

††The emission factor (EF) is calculated from the chamber concentration (CC), the chamber air change rate ( $N_c$ ), the chamber volume ( $V_c$ ), and the product area exposed in the chamber ( $A_c$ ) as:  $EF = (CC \cdot V_c \cdot N_c) / A_c$ .

‡‡Defined as the sum of those VOCs that elute between the retention times of n-hexane ( $C_6$ ) and n-hexadecane ( $C_{16}$ ) on a non-polar capillary GC column quantified based on a toluene response factor.

\*\*The predicted building exposure concentration (BC) is calculated from the emission factor (EF), the building air change rate ( $N_b$ ), the building room volume ( $V_b$ ), and the product area exposed in the building room ( $A_b$ ) as:  $BC = (EF \cdot A_b) / (V_b \cdot N_b)$ . For more information on Predicted Concentration modeling parameters, [click here](#).

**TABLE 4**

Product Description		DOWSIL™ 795 Silicone Building Sealant						
VOC PREDICTED AIR CONCENTRATIONS AND REGULATORY INFORMATION AT 96 HOURS FOLLOWING 10 DAYS OF CONDITIONING								
CAS Number	Compound	Chamber Concentration (µg/m³)	Emission Factor†† (µg/m•hr)	Predicted Exposure Concentration** (µg/m³)		✓ Indicates Presence On List		
				Classroom	Office	CA PROP 65	CA AIR TOXIC	CREL
---	none	---	---	---	---	---	---	---

†Quantified using multipoint authentic standard curve. Other VOCs quantified relative to toluene.

‡Compound identified and quantified by DNPH derivitization and HPLC/UV analysis.

††The emission factor (EF) is calculated from the chamber concentration (CC), the chamber air change rate (N<sub>c</sub>), the chamber volume (V<sub>c</sub>), and the product area exposed in the chamber (A<sub>c</sub>) as:  $EF = (CC \cdot V_c \cdot N_c) / A_c$ .

\*\*The predicted building exposure concentration (BC) is calculated from the emission factor (EF), the building air change rate (N<sub>B</sub>), the building room volume (V<sub>B</sub>), and the product area exposed in the building room (A<sub>B</sub>) as:  $BC = (EF \cdot A_B) / (V_B \cdot N_B)$ . For more information on Predicted Concentration modeling parameters, [click here](#).

CAL Prop. 65: California Health and Welfare Agency, Proposition 65 Chemicals

1 = known to cause cancer

2 = known to cause reproductive toxicity

CAL Toxic Air Contaminant:

I) Substances identified as Toxic Air Contaminants, known to be emitted in California, with a full set of health values reviewed by the Scientific Review Panel.

IIA) Substances identified as Toxic Air Contaminants, known to be emitted in California, with one or more health values under development by the Office of Environmental Health Hazard Assessment for review by the Scientific Review Panel.

IIB) Substances NOT identified as Toxic Air Contaminants, known to be emitted in California, with one or more health values under development by the Office of Environmental Health Hazard Assessment for review by the Scientific Review Panel.

III) Substances known to be emitted in California, and are NOMINATED for development of health values or additional health values.

IVA) Substance identified as Toxic Air Contaminants, known to be emitted in California, and are TO BE EVALUATED for entry into Category III.

IVB) Substance NOT identified as Toxic Air Contaminants, known to be emitted in California, and are TO BE EVALUATED for entry into Category III.


V) Substance identified as Toxic Air Contaminants, and NOT KNOWN TO BE EMITTED from stationary source facilities in California based on information from the AB 2588 Air Toxic "Hot Spots" Program and the California Toxic Release Inventory.

VI) Substances identified as Toxic Air Contaminants, NOT KNOWN TO BE EMITTED from stationary source facilities in California, and are active ingredients in pesticides in California.

Chronic REL: California Office of Environmental Health Hazard Assessment (OEHHA), Chronic Reference Exposure Levels

✓ = Found in Listing

<b>Product Description</b>	DOWSIL™ 795 Silicone Building Sealant
<b>CHAIN OF CUSTODY</b>	

<b>INTERNAL Use Only</b>		<b>2130492</b>			
Project #	1000643365	Description	2130492		
Product #	2130492	DOWSIL™ 795 Silicone Building Sealant			
Order #	12720755	Customer: Dow Silicones Corp			
Task Line	1.1.3	UL BU	Received Date: 2019-MAR-08 05:13:22 PM		
_____ of _____		Aurora Project No.: 1000643365		Order No.: 12720755	
		2019-MAR-08 05:13:22 PM		Oracle Project No.:	
				1 of 4	
		CUSLAH369			
<input type="checkbox"/> <b>Rush Request – Subject to upcharge.</b> Customer must confirm with UL prior to submitting product.					
<b>GREENGUARD Test Information</b>					
Test Type	<input type="checkbox"/> Certification Test • Annual/Initial Year _____ <input type="checkbox"/> Quarterly Test • Year _____ Quarter _____		<input type="checkbox"/> Out-of-Scope Test <input type="checkbox"/> Profile Study Test		
Service Line	<input type="checkbox"/> GREENGUARD <input type="checkbox"/> GREENGUARD GOLD		<input checked="" type="checkbox"/> Other CA 61350		
Test Group					
Product Category	Adhesive Sealants		Subcategory: Bead Adhesive		
Application	<input type="checkbox"/> Floor/Ceiling <input type="checkbox"/> Panel <input type="checkbox"/> Wall		<input type="checkbox"/> Work Surface <input type="checkbox"/> Other: _____		
Wet Products Only	Coverage Rate	Density	Specific Gravity		
<b>Product and Company Information</b>					
Product Description	DOWSIL™ 795 Silicone Building Sealant - EMC 10/6/20				
Manufacture ID#					
Company Name	Dow Silicones Corporation		Date Manufactured	mm/dd/yyyy	
Address	270 Union Park, Ste 200 Shepherdville KY 40365		Contact Name	Kelly Allore	
			Job Title		
			Contact Phone		
			Contact Email	K.Allore@dow.com	
<b>Collection Information</b>					
Collector Name			Date Collected	mm/dd/yyyy	
Collector Phone			Time Collected		
Collector Signature			Collection Location		
<b>Shipping Information</b>					
Carrier	AAA Cooper Transportation		Date Shipped	mm/dd/yyyy 3-4-19	
Shipper Name			Time Shipped		
Shipper Phone			Air Bill #	14037348	
Shipper Signature					
<b>Sample Submitted to</b>					
<input type="checkbox"/> UL Environment (Marietta) 2211 Newmarket Pkwy Suite 106 Marietta, GA 30067, USA		<input type="checkbox"/> UL Verification Services (Guangzhou) Building A1, 3F, Nansha Science and Technology Innovation Ctr. No. 25, South Huanshi Avenue, Nansha District, Guangzhou 511458, China		<input type="checkbox"/> UL International Italia S.r.l ATTN: IAQ Laboratory Via Europa, 9 I - 22060 - Cabiato (Como), Italia	
				<input type="checkbox"/> Other	
<b>Post Testing Sample Disposition</b>					
(Sample will be disposed of 30 days after report is issued if information below is not provided)					
Return Shipping Co.			Customer Shipping Acct #		
<b>Internal Use Only – Receiving Information</b>					
Receiver Name	J. D. [Signature]		Receiver Signature	[Signature]	
Condition Upon Arrival	<input checked="" type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable		Receive Date	3-6-19	
Condition Notes			Receive Time	11:00 AM	
Completed By	Based On		Date		



## VOC EMISSION RESULTS COMPARISON TO STANDARD

Standard referenced: CDPH/EHLB/Standard Method V1.2 (January 2017) "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers" (aka CA Section 01350).

### PRODUCT SAMPLE INFORMATION

<b>Manufacturer</b>	Dow Silicones Corp
<b>Product Description</b>	DOWSIL™ 795 Silicone Building Sealant
<b>Product Type</b>	Adhesives/Sealants
<b>Sample Identification</b>	UL Environment's 1000643365-2130492
<b>Manufactured Date</b>	Not Provided
<b>Test Completed Date</b>	3/27/2019
<b>UL Environment Report #</b>	1000643365-2130492
<b>Report Date</b>	10/13/2020

### TEST RESULTS COMPARISON TO STANDARD CRITERIA

<b>Environment</b>	<b>Classroom</b>		<b>Office</b>	
<b>Surface Area</b>	39.0 m		14.6 m	
	<b>Criterion</b>	<b>Meets™</b>	<b>Criterion</b>	<b>Meets™</b>
<b>Individual VOC</b>	≤ ½ CREL	Yes	≤ ½ CREL	Yes
<b>Formaldehyde</b>	≤ 9.0 µg/m³	Yes	≤ 9.0 µg/m³	Yes

<b>Environment</b>	<b>Classroom</b>	<b>Office</b>
<b>Surface Area</b>	39.0 m	14.6 m
<b>TVOC</b>	0.5 mg/m³ or less	0.5 mg/m³ or less

TVOC comparison is based on LEED BD+C: New Construction v4 (LEED v4), Indoor environmental quality (EQ) category/Low-emitting materials credit/Emissions and content requirements/General emissions evaluation.

<http://www.usgbc.org/node/2614095?return=/credits/new-construction/v4/indoor-environmental-quality>

<b>Reviewed By</b>	 Allyson McFry Chemistry Laboratory Manager
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Complete testing and data results are presented in UL Environment Report

**Disclaimer:** This Comparison affirms that: 1) the product sample was tested according to the referenced standard; 2) the measured VOC emissions were evaluated for the defined exposure scenario(s); and 3) if so indicated above that the results meet the criteria of the referenced standard(s). UL Environment did not select the samples, determine if the samples were representative of production samples, witness the production of test samples, or were we provided with information relative to the formulation or identification of component materials used in the test samples. The test results apply only to the actual samples tested. The issuance of this Comparison in no way implies Listing, Classification or Recognition by UL and does not authorize the use of UL Listing, Classification or Recognition Marks or any other reference to UL on the product or system. UL Environment authorizes the above named company to reproduce this Comparison provided it is reproduced in its entirety. The name, brand or marks of UL cannot be used in any packaging, advertising, promotion or marketing relating to the data in this Comparison, without UL's prior written permission. UL, its subsidiaries, employees and agents shall not be responsible to anyone for the use or nonuse of the information contained in this Comparison, and shall not incur any obligation or liability for damages, including consequential damages, arising out of or in connection with the use of, or inability to use, the information contained in this Comparison.

## MasterSeal NP 2/SL2 activator

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			05/07/2020

## SECCIÓN 1. IDENTIFICACIÓN

Nombre del producto : MasterSeal NP 2/SL2 activator

Código del producto : 000000000051149334 000000000051149334

Otros medios de identificación : MasterSeal NP2/SL2 Activator (Part B)

## Informaciones sobre el fabricante o el proveedor

Nombre de la empresa proveedora : Master Builders-Construction Systems US, LLC

Dirección : 23700 CHAGRIN BLVD  
Beachwood OH 44122

Teléfono de emergencia : ChemTel: +1-813-248-0585

Número Telefónico de Emergencia Nacional : USA: +1-800-255-3924 ChemTel contract no. MIS9240420

## Uso recomendado del producto químico y restricciones de uso

Uso recomendado : Sellador

Restricciones de uso : Reservado para uso industrial y profesional.

## SECCIÓN 2. IDENTIFICACIÓN DE LOS PELIGROS

## Clasificación GHS de acuerdo con Norma de Comunicación de Riesgos de OSHA (29 CFR 1910.1200)

Sensibilización respiratoria : Categoría 1

Sensibilización cutánea : Categoría 1

Carcinogenicidad : Categoría 2

## Elementos de etiquetado GHS

Pictogramas de peligro :



Palabra de advertencia : Peligro

Indicaciones de peligro : H317 Puede provocar una reacción alérgica en la piel.  
H334 Puede provocar síntomas de alergia o asma o dificultades respiratorias en caso de inhalación.  
H351 Se sospecha que provoca cáncer.

## MasterSeal NP 2/SL2 activator

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## Consejos de prudencia

: **Prevención:**

P201 Solicitar instrucciones especiales antes del uso.  
P202 No manipular la sustancia antes de haber leído y comprendido todas las instrucciones de seguridad.  
P261 Evitar respirar la niebla o los vapores.  
P272 La ropa de trabajo contaminada no debe salir del lugar de trabajo.  
P280 Llevar guantes/ ropa de protección/ equipo de protección para los ojos/ la cara.  
P285 En caso de ventilación insuficiente, llevar equipo de protección respiratoria.

**Intervención:**

P302 + P352 EN CASO DE CONTACTO CON LA PIEL: Lavar con agua y jabón abundantes.  
P304 + P341 SI SE INHALA: Si tiene dificultad para respirar, lleve a la persona al aire libre y manténgala cómoda para respirar.  
P308 + P313 EN CASO DE exposición manifiesta o presunta: Consultar a un médico.  
P333 + P313 En caso de irritación o erupción cutánea: Consultar a un médico.  
P342 + P311 En caso de síntomas respiratorios: Llamar a un CENTRO DE TOXICOLOGÍA/ médico.  
P363 Lavar las prendas contaminadas antes de volver a usarlas.

**Almacenamiento:**

P405 Guardar bajo llave.

**Eliminación:**

P501 Eliminar el contenido/ el recipiente en una planta de eliminación de residuos autorizada.

**Otros peligros**

Contiene isocianatos. La inhalación de polvos o vapores de isocianatos puede causar irritación respiratoria, dificultad para respirar, molestias en el pecho y reducción de la función pulmonar. La sobreexposición muy por encima de los niveles de exposición permisibles puede provocar bronquitis, espasmos bronquiales y edema pulmonar. Los ensayos con animales indican que tras contacto con la piel puede llegar a causar sensibilización respiratoria.

**SECCIÓN 3. COMPOSICIÓN/INFORMACIÓN SOBRE LOS COMPONENTES**

Naturaleza química : componente de poliuretano

**Componentes**

Nombre químico	No. CAS	Concentración (% w/w)
toluilen-2,4-diisocianato	584-84-9	$\geq 1 - < 5$
Toluilen-2,6-diisocianato	91-08-7	$\geq 0.1 - < 1$
4-toluensulfonilisocianato	4083-64-1	$\geq 0.1 - < 1$

La concentración real se retiene como secreto comercial

## MasterSeal NP 2/SL2 activator

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## SECCIÓN 4. PRIMEROS AUXILIOS

- Recomendaciones generales : Quitarse la ropa contaminada.
- Si es inhalado : Llevar a la persona afectada al aire libre y dejarla reposar en calma.  
Dar respiración artificial si es necesario.  
Buscar atención médica inmediata.
- En caso de contacto con la piel : Lavar a fondo con agua y jabón la zona afectada de la piel.  
Consultar al médico en caso de una irritación persistente en la piel.
- En caso de contacto con los ojos : En caso de contacto con los ojos, lavar inmediatamente y con abundante agua al menos durante 15 minutos.  
Buscar atención médica inmediata.
- Por ingestión : Enjuagar la boca y seguidamente beber 200-300ml de agua.  
No provocar el vómito.  
Buscar atención médica inmediata.
- Principales síntomas y efectos, agudos y retardados : Puede provocar una reacción alérgica en la piel.  
Puede provocar síntomas de alergia o asma o dificultades respiratorias en caso de inhalación.  
Se sospecha que provoca cáncer.
- Notas para el médico : Tratar sintomáticamente.

## SECCIÓN 5. MEDIDAS DE LUCHA CONTRA INCENDIOS

- Medios de extinción apropiados : Dióxido de carbono (CO2)  
Polvo seco  
Espuma  
Spray de agua
- Medios de extinción no apropiados : Chorro de agua de gran volumen
- Productos de combustión peligrosos : gases nitrosos  
humos  
isocianato  
vapor
- Otros datos : Proteger los recipientes cerrados del calor (incremento de presión).
- Equipo de protección especial para el personal de lucha contra incendios : Utilizar traje de bombero completo y equipo de protección de respiración de autocontenido.

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**SECCIÓN 6. MEDIDAS EN CASO DE VERTIDO ACCIDENTAL**

- Precauciones personales, equipo de protección y procedimientos de emergencia : Utilícese equipo de protección individual. Asegúrese una ventilación apropiada. Evacuar el personal a zonas seguras.
- Precauciones relativas al medio ambiente : Evitar el vertido en el alcantarillado, aguas superficiales o subterráneas.
- Métodos y material de contención y de limpieza : Recojer con un producto absorbente inerte (por ejemplo, arena, diatomita, fijador de ácidos, fijador universal, serrín). Guardar en contenedores apropiados y cerrados para su eliminación.

**SECCIÓN 7. MANIPULACIÓN Y ALMACENAMIENTO**

- Indicaciones para la protección contra incendio y explosión : Evitar todas las fuentes de ignición: calor, chispas, llama abierta. Refrigerar con agua los recipientes amenazados por el calor.
- Consejos para una manipulación segura : Evitar el contacto con la piel, ojos y vestimenta. Evitar temperaturas demasiado altas. Evitar la humedad.
- Condiciones para el almacenaje seguro : Entrada prohibida a toda persona no autorizada. Conservar el envase herméticamente cerrado en un lugar seco y bien ventilado. Los contenedores que se abren deben volverse a cerrar cuidadosamente y mantener en posición vertical para evitar pérdidas.
- Temperatura de almacenaje recomendada : 64 - 104 °F / 18 - 40 °C

**SECCIÓN 8. CONTROLES DE EXPOSICIÓN/ PROTECCIÓN INDIVIDUAL****Componentes con valores límite ambientales de exposición profesional.**

Componentes	No. CAS	Tipo de valor (Forma de exposición)	Parámetros de control / Concentración permisible	Base
toluilen-2,4-diisocianato	584-84-9	C	0.02 ppm 0.14 mg/m <sup>3</sup>	OSHA Z-1
		TWA (Fración inhalable y vapor)	0.001 ppm	ACGIH
		STEL (Fración inhalable y vapor)	0.005 ppm	ACGIH
		TWA	0.005 ppm 0.04 mg/m <sup>3</sup>	OSHA P0
		STEL	0.02 ppm	OSHA P0

## MasterSeal NP 2/SL2 activator

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Toluilen-2,6-diisocianato	91-08-7	C	0.15 mg/m3 0.02 ppm 0.14 mg/m3	OSHA Z-1
		TWA (Frac- ción inhala- ble y vapor)	0.001 ppm	ACGIH
		STEL (Frac- ción inhala- ble y vapor)	0.005 ppm	ACGIH
		TWA	0.005 ppm 0.04 mg/m3	OSHA P0
		STEL	0.02 ppm 0.15 mg/m3	OSHA P0

**Medidas de ingeniería** : Proveer ventilación de extracción local para controlar vapores y/o neblinas.

**Protección personal**

**Protección respiratoria** : Cuando los niveles atmosféricos excedan el límite de exposición ocupacional (nivel de exposición permisible o valor umbral límite), se pueden utilizar respiradores purificadores de aire certificados por el NIOSH (Instituto Nacional de Salud y Seguridad Ocupacional) con un sorbente de vapores orgánicos y un filtro de partículas, siempre que se hayan tomado las precauciones adecuadas y los calendarios de cambios.

**Protección de las manos**

**Observaciones** : Guantes de protección resistentes a productos químicos. La selección del guante protector debe basarse en la evaluación de riesgos en el puesto de trabajo del usuario

**Protección de los ojos** : Gafas protectoras con cubiertas laterales.  
Usar pantalla facial, si existe riesgo de pulverización.

**Protección de la piel y del cuerpo** : Protección corporal debe ser seleccionada basándose en los niveles de exposición y de acuerdo a la actividad.

**Medidas de protección** : Usar indumentaria protectora en la medida de lo posible, para evitar el contacto.  
Las fuentes para lavado de ojos y las duchas de seguridad deben ser fácilmente accesibles.  
Respete el valor del nivel de exposición permisible.

**Medidas de higiene** : Evitar el contacto con la piel, ojos y ropa.  
No comer ni beber durante su utilización.  
No fumar durante su utilización.  
Lávense las manos antes de los descansos e inmediatamente después de manipular la sustancia.  
Retirar la ropa contaminada inmediatamente y limpiarla antes de volver a usar, eliminarla si fuese necesario.

**SECCIÓN 9. PROPIEDADES FÍSICAS Y QUÍMICAS**

## MasterSeal NP 2/SL2 activator

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Aspecto	: líquido
Color	: ámbar
Olor	: suave
Umbral olfativo	: no determinado
pH	: neutro a ligeramente alcalino
Punto de fusión	: No hay datos disponibles.
Intervalo de ebullición	: 459 - 484 °F / 237 - 251 °C
Punto de inflamación	: 259 °F / 126 °C
Tasa de evaporación	: Sin datos disponibles
Inflamabilidad (líquidos)	: No clasificado como un riesgo de inflamabilidad
Límite superior de explosividad / Límites de inflamabilidad superior	: No hay datos disponibles.
Límites inferior de explosividad / Límites de inflamabilidad inferior	: No hay datos disponibles.
Presión de vapor	: No hay datos disponibles.
Densidad relativa del vapor	: Más pesado que el aire.
Densidad relativa	: 8.7 - 9.1 (73 °F / 23 °C)
Densidad	: aprox. 1.0 g/cm <sup>3</sup> (68 °F / 20 °C)
Densidad aparente	: No aplicable
Solubilidad(es)	
Solubilidad en agua	: Sin datos disponibles
Solubilidad en otros disolventes	: Sin datos disponibles
Coefficiente de reparto n-octanol/agua	: no aplicable para mezclas

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## MasterSeal NP 2/SL2 activator

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Temperatura de auto-inflamación	:	Sin datos disponibles
Temperatura de descomposición	:	Sin datos disponibles
Viscosidad	:	
Viscosidad, dinámica	:	No hay datos disponibles.
Viscosidad, cinemática	:	Sin datos disponibles
Propiedades explosivas	:	No explosivo
Propiedades comburentes	:	Debido a la estructura el producto no se clasifica como comburente.
Punto de sublimación	:	Sin datos disponibles
Peso molecular	:	No aplicable

## SECCIÓN 10. ESTABILIDAD Y REACTIVIDAD

Reactividad	:	Ninguna reacción peligrosa, si se tienen en consideración las normas/indicaciones sobre almacenamiento y manipulación.
Estabilidad química	:	El producto es estable si se tienen en consideración las normas/indicaciones sobre almacenamiento y manipulación.
Posibilidad de reacciones peligrosas	:	El producto es químicamente estable.
Condiciones que deben evitarse	:	Evitar la humedad. Evitar la exposición prolongada al calor extremo. Evitar fuentes de ignición.
Materiales incompatibles	:	Agentes oxidantes fuertes Bases fuertes Ácidos fuertes
Productos de descomposición peligrosos	:	gases/vapores irritantes óxidos de carbono

## SECCIÓN 11. INFORMACIÓN TOXICOLÓGICA

**Toxicidad aguda**

No está clasificado en base a la información disponible.

**Corrosión o Irritación cutáneas**

No está clasificado en base a la información disponible.

## MasterSeal NP 2/SL2 activator

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**Lesiones o irritación ocular graves**

No está clasificado en base a la información disponible.

**Sensibilización respiratoria o cutánea****Sensibilización cutánea**

Puede provocar una reacción alérgica en la piel.

**Sensibilización respiratoria**

Puede provocar síntomas de alergia o asma o dificultades respiratorias en caso de inhalación.

**Mutagenicidad en células germinales**

No está clasificado en base a la información disponible.

**Carcinogenicidad**

Se sospecha que provoca cáncer.

<b>IARC</b>	Grupo 2B: Posiblemente cancerígeno para los humanos toluilen-2,4-diisocianato (tolueno diisocianatos)	584-84-9
	Grupo 2B: Posiblemente cancerígeno para los humanos Toluilen-2,6-diisocianato (tolueno diisocianatos)	91-08-7

<b>NTP</b>	Razonablemente previsto como cancerígeno humano toluilen-2,4-diisocianato	584-84-9
	Razonablemente previsto como cancerígeno humano Toluilen-2,6-diisocianato	91-08-7

**Toxicidad para la reproducción**

No está clasificado en base a la información disponible.

**Toxicidad específica en determinados órganos (stot) - exposición única**

No está clasificado en base a la información disponible.

**Toxicidad específica en determinados órganos (stot) - exposiciones repetidas**

No está clasificado en base a la información disponible.

**Toxicidad por aspiración**

No está clasificado en base a la información disponible.

**Otros datos****Producto:**

Observaciones : No son conocidos ni esperados daños para la salud en condiciones normales de uso.  
El producto no ha sido ensayado. Las indicaciones sobre toxicología han sido calculadas a partir de las propiedades de sus componentes individuales.

## MasterSeal NP 2/SL2 activator

Versión	Fecha de revisión:	Número SDS:	Fecha de la última expedición: 03/03/2021
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## SECCIÓN 12. INFORMACIÓN ECOLÓGICA

**Ecotoxicidad****Producto:****Evaluación Ecotoxicológica**

Toxicidad acuática aguda : Este producto no tiene efectos ecotoxicológicos conocidos.

Toxicidad acuática crónica : Este producto no tiene efectos ecotoxicológicos conocidos.

**Persistencia y degradabilidad**

Sin datos disponibles

**Potencial de bioacumulación**

Sin datos disponibles

**Movilidad en el suelo**

Sin datos disponibles

**Otros efectos adversos****Producto:**

Información ecológica complementaria : No permitir el vertido de forma incontrolada en el medio ambiente.  
El producto no ha sido ensayado. Las indicaciones sobre ecotoxicología han sido calculadas a partir de las propiedades de sus componentes individuales.

## SECCIÓN 13. CONSIDERACIONES RELATIVAS A LA ELIMINACIÓN

**Métodos de eliminación.**

Residuos : Evitar el vertido en el alcantarillado, aguas superficiales o subterráneas.  
Eliminar observando las reglamentaciones locales vigentes.

Envases contaminados : Los envases contaminados deben vaciarse de forma óptima pudiendo eliminarlos como la sustancia/el producto.

## SECCIÓN 14. INFORMACIÓN RELATIVA AL TRANSPORTE

**Regulaciones internacionales****UNRTDG**

No está clasificado como producto peligroso.

**IATA-DGR**

No está clasificado como producto peligroso.

**Código-IMDG**

No está clasificado como producto peligroso.

**MasterSeal NP 2/SL2 activator**

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**Transporte a granel con arreglo al anexo II del Convenio Marpol 73/78 y del Código IBC**

No aplicable al producto suministrado.

**Regulación doméstica****49 CFR**

No está clasificado como producto peligroso.

**SECCIÓN 15. INFORMACIÓN REGLAMENTARIA****CERCLA Cantidad Reportable**

Componentes	No. CAS	Componente CR (lbs)	Producto calculado CR (lbs)
toluilen-2,4-diisocianato	584-84-9	100	6127
Toluilen-2,6-diisocianato	91-08-7	100	24509

**SARA 313**

: Los siguientes componentes están sujetos a los niveles de referencia establecidos por SARA Título III, Sección 313:

toluilen-2,4-diisocianato      584-84-9       $\geq 1 - < 5 \%$

Toluilen-2,6-diisocianato      91-08-7       $\geq 0.1 - < 1 \%$

**Reglamentos de Estado de los EE.UU.****Pennsylvania Right To Know**

toluilen-2,4-diisocianato      584-84-9  
 Toluilen-2,6-diisocianato      91-08-7

**New Jersey Right To Know**

toluilen-2,4-diisocianato      584-84-9  
 Toluilen-2,6-diisocianato      91-08-7

**Prop. 65 de California**

ADVERTENCIA: Este producto puede exponer a usted a sustancias químicas incluyendo toluilen-2,4-diisocianato, que es/son conocida/s por el Estado de California como causante/s de cáncer. Para mayor información Ir a [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

**Los componentes de este producto están presentados en los inventarios siguientes:**

TSCA : Todas las sustancias enumeradas como activas en el inventario TSCA

DSL : Todos los componentes de este producto están en la lista canadiense DSL

**Lista TSCA**

La(s) siguiente(s) sustancia(s) está/están sujetas a una Regla de Nuevo Uso Significante:

toluilen-2,4-diisocianato      584-84-9  
 Toluilen-2,6-diisocianato      91-08-7

La(s) siguiente(s) sustancia(s) está/están sujetas a los requisitos en materia de notificación de exportación TSCA 12(b):

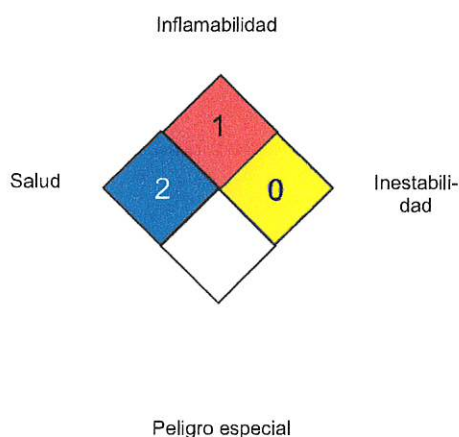
## MasterSeal NP 2/SL2 activator

Versión  
3.0Fecha de revisión:  
04/19/2023Número SDS:  
000000260282Fecha de la última expedición: 03/03/2021  
Fecha de la primera expedición:  
05/07/2020toluilen-2,4-diisocianato  
Toluilen-2,6-diisocianato584-84-9  
91-08-7

## SECCIÓN 16. OTRA INFORMACIÓN

## Otros datos

## NFPA 704:



## HMIS® IV:

SALUD		
INFLAMABILIDAD		
PELIGRO FÍSICO		

Las clasificaciones del HMIS® (Sistema de Identificación de Materiales Peligrosos) se basan en una escala de clasificación de 0 a 4, donde 0 representa riesgos o peligros mínimos y 4 representa riesgos o peligros significativos. El símbolo “\*” representa un peligro crónico, mientras que el símbolo “/” representa la ausencia de un peligro crónico.

## Texto completo de otras abreviaturas

ACGIH	: Valores límite (TLV) de la ACGIH,USA
OSHA P0	: OSHA - Tabla Z-1-A Límites para los contaminantes del aire (valores de 1989 anulados)
OSHA Z-1	: Límites de Exposición Ocupacional (OSHA),EE.UU - Tabla Z-1 Límites para los contaminantes del aire
ACGIH / TWA	: Promedio ponderado de tiempo de 8 horas
ACGIH / STEL	: Límite de exposición a corto plazo
OSHA P0 / TWA	: Tiempo promedio ponderado
OSHA P0 / STEL	: Límite de exposición a corto plazo
OSHA Z-1 / C	: Valor techo (C)

AIIC - Inventario de productos químicos industriales de Australia; ASTM - Sociedad Estadounidense para la Prueba de Materiales; bw - Peso corporal; CERCLA - Ley Integral de Respuesta, Compensación y Responsabilidad Civil Ambiental; CMR - Carcinógeno, mutágeno o tóxico para la reproducción; DIN - Norma del Instituto Alemán de Normalización; DOT - Departamento de Transporte; DSL - Lista de sustancias domésticas (Canadá); ECx - Concentración asociada con respuesta de tasa de crecimiento x%; EHS - Sustancia extremadamente peligrosa; ELx - Tasa de carga asociada con respuesta x%; EmS - Procedimiento de emergencia; ENCS - Sustancias Químicas Existentes y Nuevas (Japón); ErCx - Concentración asociada con respuesta de tasa de

## MasterSeal NP 2/SL2 activator

Versión	Fecha de revisión:	Número SDS:	Fecha de la última expedición: 03/03/2021
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crecimiento x%; ERG - Guía de respuesta ante emergencias; GHS - Sistema Globalmente Armonizado; GLP - Buena práctica de laboratorio; HMIS - Sistema de Identificación de Materiales Peligrosos; IARC - Agencia Internacional para la investigación del cáncer; IATA - Asociación Internacional de Transporte Aéreo; IBC - Código internacional para la construcción y equipamiento de Embarcaciones que transportan químicos peligros a granel; IC50 - Concentración inhibitoria máxima media; ICAO - Organización de Aviación Civil Internacional; IECSC - Inventario de Sustancias Químicas en China; IMDG - Código Marítimo Internacional de Mercancías Peligrosas; IMO - Organización Marítima Internacional; ISHL - Ley de Seguridad e Higiene Industrial (Japón); ISO - Organización Internacional para la Normalización; KECI - Inventario de Químicos Existentes de Corea; LC50 - Concentración letal para 50% de una población de prueba; LD50 - Dosis letal para 50% de una población de prueba (Dosis letal mediana); MARPOL - Convenio Internacional para prevenir la Contaminación en el mar por los buques; MSHA - Administración de seguridad y salud minera; n.o.s. - N.E.P.: No especificado en otra parte; NFPA - Asociación Nacional de Protección contra el Fuego; NO(A)EC - Concentración de efecto (adverso) no observable; NO(A)EL - Nivel de efecto (adverso) no observable; NOELR - Tasa de carga de efecto no observable; NTP - Programa Toxicológico Nacional; NZIoC - Inventario de Químicos de Nueva Zelanda; OECD - Organización para la Cooperación y el Desarrollo Económico; OPPTS - Oficina para la Seguridad Química y Prevención de Contaminación; PBT - Sustancia persistente, bioacumulativa y tóxica; PICCS - Inventario Filipino de Químicos y Sustancias Químicas; (Q)SAR - Relación estructura-actividad (cuantitativa); RCRA - Ley de Conservación y Recuperación de Recursos; REACH - Reglamento (CE) n.º 1907/2006 del Parlamento Europeo y del Consejo relativo al registro, la evaluación, la autorización y la restricción de las sustancias químicas; RQ - Cantidad reportable; SADT - Temperatura de descomposición autoacelerada; SARA - Ley de Enmiendas y Reautorización de Superfondos; SDS - Ficha de datos de seguridad; TCSI - Inventario de Sustancias Químicas de Taiwán; TEGI - Inventario de productos químicos existentes de Tailandia; TSCA - Ley para el Control de Sustancias Tóxicas (Estados Unidos); UN - Naciones Unidas; UNRTDG - Recomendaciones de las Naciones Unidas sobre el transporte de mercancías peligrosas; vPvB - Muy persistente y muy bioacumulativo

Fecha de revisión : 04/19/2023

La información proporcionada en esta Ficha de Datos de Seguridad, es la más correcta de que disponemos a la fecha de su publicación. La información suministrada, está concebida solamente como una guía para la seguridad en el manejo, uso, procesado, almacenamiento, transporte, eliminación y descarga, y no debe ser considerada como una garantía o especificación de calidad. La información se refiere únicamente al material especificado, y no puede ser válida para dicho material, usado en combinación con otros materiales o en cualquier proceso, a menos que sea indicado en el texto.

US / ES

## Safety Data Sheet

### PLANITOP X

Safety Data Sheet dated: 05/11/2023 - version 9

Date of first edition: 05/22/2015



## 1. IDENTIFICATION

### Product identifier

Mixture identification:

Trade name: PLANITOP X

Trade code: 9027574

### Recommended use of the chemical and restrictions on use

Recommended use: Mortar

Restrictions on use: Not available

### Name, address, and telephone number of the chemical manufacturer, importer, or other responsible party

Company: MAPEI CORP. (USA and Puerto Rico)

1144 East Newport Center Drive - 33442 - Deerfield Beach - FL - USA

Phone: 954-246-8888

Responsible: RDProductSafety@mapei.com

### Emergency 24 hour numbers:

Emergency Number (USA/Canada) CHEMTREC 1(800) 424-9300 / 1(703) 527-3887

Emergency Transport CANUTEC (Canada) 1-613-996-6666

## 2. HAZARD(S) IDENTIFICATION



### Classification of the chemical

Skin corrosion, Category 1A

Causes severe skin burns and eye damage.

Serious eye damage, Category 1

Causes serious eye damage.

Skin Sensitization, Category 1

May cause an allergic skin reaction.

Carcinogenicity, Category 1A

May cause cancer if inhaled.

Specific target organ toxicity following single exposure, Category 3

May cause respiratory irritation.

Specific target organ toxicity following repeated exposure, Category 1

Causes damage to organs through prolonged or repeated exposure if inhaled.

### Label elements

#### Hazard pictograms and Signal Word



Danger

### Hazard statements

H314 Causes severe skin burns and eye damage.

H317 May cause an allergic skin reaction.

H318 Causes serious eye damage.

H335 May cause respiratory irritation.

H350 May cause cancer if inhaled.

H372 Causes damage to organs through prolonged or repeated exposure if inhaled.

### Precautionary statements

P201 Obtain special instructions before use.

P202 Do not handle until all safety precautions have been read and understood.

P260 Do not breathe dust.

P264 Wash skin thoroughly after handling.

P270 Do not eat, drink or smoke when using this product.

P271 Use only outdoors or in a well-ventilated area.

P272 Contaminated work clothing must not be allowed out of the workplace.

P280 Wear protective gloves/protective clothing/eye protection/face protection.

P301+P330+P331 IF SWALLOWED: rinse mouth. Do NOT induce vomiting.

P303+P361+P353 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.

P304+P340 IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+P351+P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P308+P313 IF exposed or concerned: Get medical advice/attention.

P312 Call a doctor if you feel unwell.

P314 Get medical advice/attention if you feel unwell.

P321 Specific treatment (see supplementary instructions on this label).

P333+P313 If skin irritation or rash occurs: Get medical advice/attention.

P363 Wash contaminated clothing before reuse.

P403+P233 Store in a well-ventilated place. Keep container tightly closed.

P405 Store locked up.

P501 Dispose of contents/container in accordance with applicable regulations.

**Ingredient(s) with unknown acute toxicity:**

None

**Hazards not otherwise classified identified during the classification process:**

None

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

**Substances**

Not Relevant

**Mixtures**

Hazardous components within the meaning of 29 CFR 1910.1200 and related classification:

**List of components**

Concentration (%) w/w)	Name	Ident. Numb.	Classification	Registration Number
25-50 %	silica sand; quartz	CAS:14808-60-7 EC:238-878-4	STOT RE 1, H372; Carc. 1A, H350	
25-50 %	portland cement; cement, portland, chemicals	CAS:65997-15-1 EC:266-043-4	STOT SE 3, H335; Eye Dam. 1, H318; Skin Sens. 1, H317; Skin Corr. 1A, H314	

### 4. FIRST AID MEASURES

**Description of first aid measures**

In case of skin contact:

Immediately take off all contaminated clothing.  
OBTAIN IMMEDIATE MEDICAL ATTENTION.  
Obtain medical attention if skin related symptoms persist.  
Remove contaminated clothing immediately and dispose of safely.  
After contact with skin, wash immediately with soap and plenty of water.

In case of eyes contact:

After contact with the eyes, rinse with water with the eyelids open for a sufficient length of time, then consult an ophthalmologist immediately.  
Protect uninjured eye.

In case of Ingestion:

Do not induce vomiting, get medical attention showing the SDS and the hazard label.

In case of Inhalation:

If breathing is irregular or stopped, administer artificial respiration.  
In case of inhalation, consult a doctor immediately and show him packing or label.

**Most important symptoms/effects, acute and delayed**

Eye irritation  
Eye damages  
Skin Irritation  
Erythema

**Indication of any immediate medical attention and special treatment needed**

In case of accident or unwellness, seek medical advice immediately (show directions for use or safety data sheet if possible).

Treatment:

(see paragraph 4.1)

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**5. FIRE-FIGHTING MEASURES****Extinguishing media**

Suitable extinguishing media:

Water.

Carbon dioxide (CO<sub>2</sub>).

**Unsuitable extinguishing media:**

None in particular.

**Specific hazards arising from the chemical**

Do not inhale explosion and combustion gases.

Burning produces heavy smoke.

Hazardous combustion products: Not available

Explosive properties: Not available

Oxidizing properties: Not available

**Special protective equipment and precautions for fire-fighters**

Use suitable breathing apparatus.

Collect contaminated fire extinguishing water separately. This must not be discharged into drains.

Move undamaged containers from immediate hazard area if it can be done safely.

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**6. ACCIDENTAL RELEASE MEASURES****Personal precautions, protective equipment and emergency procedures**

Wear personal protection equipment.

Wear breathing apparatus if exposed to vapours/dusts/aerosols.

Provide adequate ventilation.

Use appropriate respiratory protection.

Do not allow to enter into soil/subsoil. Do not allow to enter into surface water or drains.

Limit leakages with earth or sand.

**Methods and material for containment and cleaning up**

Take up mechanically and dispose of according to local/state/federal regulations

Scoop into containers and seal for disposal.

Retain contaminated washing water and dispose it.

---

**7. HANDLING AND STORAGE****Precautions for safe handling**

Avoid contact with skin and eyes, inhalation of vapours and mists.

Exercise the greatest care when handling or opening the container.

Do not use on extensive surface areas in premises where there are occupants.

Use localized ventilation system.

Don't use empty container before they have been cleaned.

Before making transfer operations, assure that there aren't any incompatible material residuals in the containers.

Contaminated clothing should be changed before entering eating areas.

Do not eat or drink while working.

See also section 8 for recommended protective equipment.

**Conditions for safe storage, including any incompatibilities**

Always keep in a well ventilated place.

Keep away from food, drink and feed.

Incompatible materials:

None in particular.

Instructions as regards storage premises:

Cool and adequately ventilated.

Storage temperature: Not available

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**8. EXPOSURE CONTROLS/PERSONAL PROTECTION****Control parameters****List of components with OEL value**

	OEL Type	Country	Occupational Exposure Limit
silica sand; quartz CAS: 14808-60-7	ACGIH		Long Term 0,025 mg/m <sup>3</sup> A2 - Suspected Human Carcinogen;lung cancer;pulmonary fibrosis;
	ACGIH		Long Term 0,025 mg/m <sup>3</sup> A2 - Suspected Human Carcinogen;lung cancer;pulmonary fibrosis
	MAK	AUSTRIA	Long Term 0,15 mg/m <sup>3</sup>
	MAK	SWITZERLAND	Long Term 0,15 mg/m <sup>3</sup>
portland cement; cement, portland, chemicals CAS: 65997-15-1	OSHA		Long Term 15 mg/m <sup>3</sup>
	OSHA		Long Term 5 mg/m <sup>3</sup>
	ACGIH		Long Term 1 mg/m <sup>3</sup> A4 - Not Classifiable as a Human Carcinogen;pulmonary function;respiratory symptoms;asthma;
	ACGIH		Long Term 1 mg/m <sup>3</sup> A4 - Not Classifiable as a Human Carcinogen;pulmonary function;respiratory symptoms;asthma
	MAK	AUSTRIA	Long Term 5 mg/m <sup>3</sup>
	MAK	SWITZERLAND	Long Term 5 mg/m <sup>3</sup>

Appropriate engineering controls: Not available

#### Individual protection measures

Eye protection:

Use close fitting safety goggles, don't use eye lens.

Protection for skin:

Use clothing that provides comprehensive protection to the skin, e.g. cotton, rubber, PVC or viton.

Protection for hands:

Suitable materials for safety gloves; 29 CFR 1910.138 - ANSI/ISEA 105:

Polychloroprene - CR: thickness  $\geq 0,5\text{mm}$ ; breakthrough time  $\geq 480\text{min}$ .

Nitrile rubber - NBR: thickness  $\geq 0,35\text{mm}$ ; breakthrough time  $\geq 480\text{min}$ .

Butyl rubber - IIR: thickness  $\geq 0,5\text{mm}$ ; breakthrough time  $\geq 480\text{min}$ .

Fluorinated rubber - FKM: thickness  $\geq 0,4\text{mm}$ ; breakthrough time  $\geq 480\text{min}$ .

Use impervious gloves that provides comprehensive protection, e.g. P.V.C., neoprene or rubber.

Respiratory protection:

Respiratory protection must be used where exposure levels exceed workplace exposure limits. Refer to 29 CFR 1910.134 - CSA Z94.4 for information on selection and use of appropriate respiratory protection equipment.

Use adequate protective respiratory equipment.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

### Information on basic physical and chemical properties

Physical state: Solid

Appearance and colour: Powder Grey

Odour: cement like

Odour threshold: No data available

pH: No data available

pH (water dispersion, 10%): 11,50

Melting point / freezing point: No data available

Initial boiling point and boiling range: No data available

Flash point: Not Applicable

Evaporation rate: No data available

Upper/lower flammability or explosive limits: No data available

Vapour density: No data available

Vapour pressure: No data available

Relative density: 2,15 g/cm<sup>3</sup>

Solubility in water: dispersible

Solubility in oil: No data available

Partition coefficient (n-octanol/water): No data available

Auto-ignition temperature: No data available

Decomposition temperature: No data available

Viscosity: No data available

Explosive properties: No data available

Oxidizing properties: No data available

Solid/gas flammability: No data available

#### Other information

Substance Groups relevant properties No data available

Miscibility: No data available

Fat Solubility: No data available

Conductivity: No data available

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## 10. STABILITY AND REACTIVITY

### Reactivity

Stable under normal conditions

### Chemical stability

Data not available.

### Possibility of hazardous reactions

None.

### Conditions to avoid

Stable under normal conditions.

### Incompatible materials

None in particular.

### Hazardous decomposition products

None.

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## 11. TOXICOLOGICAL INFORMATION

### Information on toxicological effects

#### Toxicological information of the product:

a) acute toxicity	Not classified Based on available data, the classification criteria are not met
b) skin corrosion/irritation	The product is classified: Skin corrosion, Category 1A(H314)
c) serious eye damage/irritation	The product is classified: Serious eye damage, Category 1(H318)
d) respiratory or skin sensitisation	The product is classified: Skin Sensitization, Category 1(H317)
e) germ cell mutagenicity	Not classified Based on available data, the classification criteria are not met
f) carcinogenicity	The product is classified: Carcinogenicity, Category 1A(H350)
g) reproductive toxicity	Not classified Based on available data, the classification criteria are not met
h) STOT-single exposure	The product is classified: Specific target organ toxicity following single exposure, Category 3(H335)
i) STOT-repeated exposure	The product is classified: Specific target organ toxicity following repeated exposure, Category 1(H372)
j) aspiration hazard	Not classified Based on available data, the classification criteria are not met

#### Toxicological information of the main substances found in the product:

silica sand; quartz      a) acute toxicity      LD50 Oral Rat = 500 mg/kg

#### Substance(s) listed on the IARC Monographs:

silica sand; quartz      Group 1

#### Substance(s) listed as OSHA Carcinogen(s):

silica sand; quartz

#### Substance(s) listed as NIOSH Carcinogen(s):

silica sand; quartz

#### Substance(s) listed on the NTP report on Carcinogens:

silica sand; quartz

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## 12. ECOLOGICAL INFORMATION

### Toxicity

Adopt good working practices, so that the product is not released into the environment.

Eco-Toxicological Information:

### List of Eco-Toxicological properties of the product

Not classified for environmental hazards

Based on available data, the classification criteria are not met

### List of components with eco-toxicological properties

Component	Ident. Numb.	Ecotox Infos
silica sand; quartz	CAS: 14808-60-7 - EINECS: 238-878-4	a) Aquatic acute toxicity : LC50 carp > 10000 mg/L 72h

### Persistence and degradability

Not available

### Bioaccumulative potential

Not available

### Mobility in soil

Not available

### Other adverse effects

Not available

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## 13. DISPOSAL CONSIDERATIONS

### Waste treatment methods

The generation of waste should be avoided or minimized wherever possible. Recover if possible.

Methods of disposal:

Disposal of this product, solutions, packaging and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Dispose of surplus and nonrecyclable products via a licensed waste disposal contractor.

Do not dispose of waste into sewers.

Disposal considerations:

Do not allow to enter drains or watercourses.

Dispose of product according to all federal, state and local applicable regulations.

If this product is mixed with other wastes, the original waste product code may no longer apply and the appropriate code should be assigned.

Dispose of containers contaminated by the product in accordance with local or national legal provisions. For further information, contact your local waste authority.

Special precautions:

This material and its container must be disposed of in a safe way. Care should be taken when handling untreated empty containers.

Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Empty containers or liners may retain some product residues. Do not re-use empty containers.

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## 14. TRANSPORT INFORMATION

Not classified as dangerous in the meaning of transport regulations.

### UN number

DOT-UN Number: Not Applicable

ADR-UN number: Not Applicable

IATA-Un number: Not Applicable

IMDG-Un number: Not Applicable

### UN proper shipping name

DOT-Proper Shipping Name: Not Applicable

ADR-Shipping Name: Not Applicable

IATA-Technical name: Not Applicable

IMDG-Technical name: Not Applicable

### Transport hazard class(es)

DOT-Hazard Class: Not Applicable

ADR-Class: Not Applicable

IATA-Class: Not Applicable

IMDG-Class: Not Applicable

**Packing group**

DOT-Packing group: Not Applicable  
ADR-Packing Group: Not Applicable  
IATA-Packing group: Not Applicable  
IMDG-Packing group: Not Applicable

**Environmental hazards**

Marine pollutant: No  
Environmental Pollutant: Not Applicable  
DOT-RQ: Not Applicable

**Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code**

Not Applicable

**Special precautions**

Department of Transportation (DOT):

Not Applicable

Road and Rail (ADR-RID):

Not Applicable

Air (IATA):

Not Applicable

Sea (IMDG):

Not Applicable

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**15. REGULATORY INFORMATION****USA - Federal regulations****TSCA - Toxic Substances Control Act****TSCA inventory:**

All the components are listed on the TSCA inventory

**TSCA listed substances:**

silica sand; quartz	is listed in TSCA Section 8b
portland cement; cement, portland, chemicals	is listed in TSCA Section 8b

**SARA - Superfund Amendments and Reauthorization Act****Section 302 - Extremely Hazardous Substances:**

No substances listed

**Section 304 - Hazardous substances:**

No substances listed

**Section 313 - Toxic chemical list:**

No substances listed

**CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act****Substance(s) listed under CERCLA:**

No substances listed

**CAA - Clean Air Act****CAA listed substances:**

No substances listed

**CWA - Clean Water Act****CWA listed substances:**

No substances listed

**USA - State specific regulations****California Proposition 65****Substance(s) listed under California Proposition 65:**

silica sand; quartz	Listed as carcinogen
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**Massachusetts Right to know****Substance(s) listed under Massachusetts Right to know:**

silica sand; quartz
portland cement; cement, portland, chemicals

**Pennsylvania Right to know****Substance(s) listed under Pennsylvania Right to know:**

silica sand; quartz
---------------------

portland cement; cement, portland, chemicals

#### New Jersey Right to know

##### Substance(s) listed under New Jersey Right to know:

silica sand; quartz

portland cement; cement, portland, chemicals

#### Canada - Federal regulations

##### DSL - Domestic Substances List

###### DSL (Domestic Substances List)

All the substances are listed in the DSL.

##### NDSL - Non Domestic Substances List

###### NDSL (Non Domestic Substances List)

No substances listed

##### NPRI - National Pollutant Release Inventory

###### NPRI (National Pollutant Release Inventory) - List of substances listed.

No substances listed

## 16. OTHER INFORMATION

Safety Data Sheet dated: 5/11/2023 - version 9

### Additional classification information

NFPA Health: 2 = Moderate

NFPA Flammability: 0 = Not Combustible

NFPA Reactivity: 0 = Minimal

NFPA Special Risk: Not available



NFPA

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. The information herein is presented in good faith and believed to be accurate as of the effective date given. It is the buyer's responsibility to ensure that its activities comply with Federal, State or provincial, and local laws.

This document was prepared by a competent person who has received appropriate training.

It is the duty of the user to ensure that this information is appropriate and complete with respect to the specific use intended.

This SDS cancels and replaces any preceding release.

Code	Description
H314	Causes severe skin burns and eye damage.
H317	May cause an allergic skin reaction.
H318	Causes serious eye damage.
H335	May cause respiratory irritation.
H350	May cause cancer.
H372	Causes damage to organs through prolonged or repeated exposure.

Code	Hazard class and hazard category	Description
A.2/1A	Skin Corr. 1A	Skin corrosion, Category 1A
A.3/1	Eye Dam. 1	Serious eye damage, Category 1
A.4.2/1	Skin Sens. 1	Skin Sensitization, Category 1
A.6/1A	Carc. 1A	Carcinogenicity, Category 1A
A.8/3	STOT SE 3	Specific target organ toxicity following single exposure, Category 3
A.9/1	STOT RE 1	Specific target organ toxicity following repeated exposure, Category 1

### Legend to abbreviations and acronyms used in the safety data sheet:

ADR: European Agreement concerning the International Carriage of Dangerous Goods by Road.

RID: Regulation Concerning the International Transport of Dangerous Goods by Rail.

IMDG: International Maritime Code for Dangerous Goods.

IATA: International Air Transport Association.

IATA-DGR: Dangerous Goods Regulation by the "International Air Transport Association" (IATA).

ICAO: International Civil Aviation Organization.

ICAO-TI: Technical Instructions by the "International Civil Aviation Organization" (ICAO).

GHS: Globally Harmonized System of Classification and Labeling of Chemicals.

CLP: Classification, Labeling, Packaging.

EINECS: European Inventory of Existing Commercial Chemical Substances.

INCI: International Nomenclature of Cosmetic Ingredients.

CAS: Chemical Abstracts Service (division of the American Chemical Society).

GefStoffVO: Ordinance on Hazardous Substances, Germany.  
LC50: Lethal concentration, for 50 percent of test population.  
LD50: Lethal dose, for 50 percent of test population.  
DNEL: Derived No Effect Level.  
PNEC: Predicted No Effect Concentration.  
TLV: Threshold Limiting Value.  
TWATLV: Threshold Limit Value for the Time Weighted Average 8 hour day. (ACGIH Standard).  
STEL: Short Term Exposure limit.  
STOT: Specific Target Organ Toxicity.  
WGK: German Water Hazard Class.  
KSt: Explosion coefficient.

**Paragraphs modified from the previous revision:**

- 1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING
- 2. HAZARDS IDENTIFICATION
- 3. COMPOSITION/INFORMATION ON INGREDIENTS
- 5. FIRE-FIGHTING MEASURES
- 7. HANDLING AND STORAGE
- 8. EXPOSURE CONTROLS/PERSONAL PROTECTION
- 11. TOXICOLOGICAL INFORMATION
- 12. ECOLOGICAL INFORMATION
- 14. TRANSPORT INFORMATION
- 15. REGULATORY INFORMATION
- 16. OTHER INFORMATION

**BASE PROPOSAL – FORT BEND COUNTY JAIL WATERPROOFING AT JAIL COMPLEX:**

1. Contractor to replace all sealants and backer rod (where it occurs) on all vertical surfaces of the West Tower, both west and south elevations of the East Tower and the entire 1-story facility attached.
2. Contractor to replace all backer rod and self-leveling sealant at all concrete expansion joints shown on the site plan of sidewalk to side-walk and also side-walk to building sealants.
3. Contractor to do concrete repairs where listed on the site plan.
4. Replace the window frame to brick juncture sealant at all existing windows located on the West tower and the west and south elevations of the East Tower.
5. Replace all louver to brick juncture sealant at all existing louvers located on the West tower and the west and south elevations of the East Tower.
6. Replace all door to brick juncture sealant at all existing doors located on the West tower and the west and south elevations of the East Tower.
7. Replace all brick-to-brick expansion joint sealants vertically at all areas within the scope of work on the West tower and the west and south elevations of the East Tower.
8. Replace all sealant joints where a steel lintel and existing sealant are currently installed. Prep all steel that is rusting with a rust inhibitor prior to installing new sealant.
9. Scrape clean all sheet metal and security bars at sally port: Scrape all paint; prep, prime and repaint. Include metal edge, gutters and downspouts.
10. Repair existing aggregate impregnated walls where listed on the roof plan, prep, clean and treat exposed rebar with rust inhibitor prior to final repair. 50sqft to be factored into the bid.

Three Hundred Ninety Six Thousand Four Hundred Eighteen Dollars \$ 396,418.00

<sup>120</sup>  
(One Hundred Twenty) Calendar Days

**UNIT PRICE PROPOSAL:**

1. Remove and replace deteriorated sealant: \$ 15.00 per linear  
foot.
2. Remove and replace broken concrete curb: \$ 200.00 per linear foot

**SUBSTANTIAL COMPLETION DATE**

After Commitment Approval or Notice to Proceed issued by Fort Bend County all of the work must be substantially completed by the accepted contract days. Final Completion shall be achieved within **30 consecutive calendar days** after the date of Substantial Completion as determined by the Owner Designated Representative (ODR).

The undersigned Respondent has carefully examined and considered the Project Site and relevant conditions and circumstances for the Work, information and requirements set out in the Request or Instructions for Proposals, the Drawings and Project Manual/Specifications, and the requirements of the proposed Contract Documents, including the ODR's Agreement, the Uniform General and Supplemental Conditions, Special Conditions, and Tex. Gov. Code pertaining to Prevailing Wages Rates, in making this Proposal. Capitalized terms used but not otherwise defined in this Proposal Form shall have the same meanings as designated in the Request for Proposals.

The undersigned Proposer further agrees to the following conditions:

1. An incomplete Proposal or one having additional information or other modifications or qualifications inscribed thereon, may be cause for rejection of the entire Proposal.
2. That, if accepted by the Owner ODR, this Proposal becomes a part to the Contract Documents upon the signing of the Contract Agreement, and failing to comply with any part of this Bid will be taken as failure of the Proposer to comply with the Contract Documents and will be just cause for rejection of the Work.
3. That the Owner reserves the right to reject any or all Proposals and waive any or all informalities and irregularities or to accept any Proposal considered advantageous to him.

RESPONDENT:

Texas Liqua Tech Services, Inc.

Company

1-76-0393668-7

Employer Federal Identification Number (EIN)

By: Charles Small



Signature

Vice President

Title

713-225-5325

Company Phone Number

June 18, 2024

Date

andy@liquatech.com

Company Email or Fax Number

Angie Palladini

Company Contact and Address for Invoice

1819 Milby St.

Houston, TX 77003

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Texas Liqua Tech Services, Inc.  
Houston, TX United States

**Certificate Number:**  
2024-1175422

**Date Filed:**  
06/13/2024

**Date Acknowledged:**  
07/23/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

B24-063  
Sealant and Waterproofing at the Fort Bend County Jail

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**



**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)