

**Bid Tabulation Packet
for
Solicitation 05230-12**

Waterproofing of Cooling Tower



Collin County

Bid #05230-12 - Waterproofing of Cooling TowerCreation Date **May 7, 2012**End Date **Jun 14, 2012 2:00:00 PM CDT**Start Date **May 21, 2012 3:31:23 PM CDT**Awarded Date **Not Yet Awarded**

05230-12--01-01 Waterproofing of Cooling Tower						
Supplier		Unit Price	Qty / Unit	Total Price	Attch.	Docs
Tower Tech Services		First Offer - \$72,324.00	1 / lump sum	\$72,324.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: 24 calendar days for completion			
plant equipment & services		First Offer - \$105,419.00	1 / lump sum	\$105,419.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes: WE HAVE ATTACHED THE MSDS/SPEC SHEETS FOR THE MATERIALS WE PROPOSE USING. THEY ARE A DIRECT EQUIVALENT TO YOUR SPECIFIED COATING. OUR PRICE INCLUDES BONDING FEES.			
Innovation Mechanical, LLC. [Ad]		First Offer - \$79,810.00	1 / lump sum	\$79,810.00	Y	Y
Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:			

Supplier Totals

<u>Tower Tech Services</u>				\$72,324.00
Bid Contact	Ben Gray <u>bengray@ttsi-sa.com</u> Ph 210-308-0031	Address	12110 Valliant San Antonio, TX 78216	
Agency Notes:		Supplier Notes:		
<u>plant equipment & services</u>				\$105,419.00
Bid Contact	laurie cauvel <u>pes1@pes-solutions.com</u> Ph 979-779-8700	Address	5401 w state hwy 21 bryan, TX 77803	
Qualifications	HUB			
Agency Notes:		Supplier Notes:		
<u>Innovation Mechanical, LLC. [Ad]</u>				\$0.00
Bid Contact	Mike Trevino, Jr. <u>mikejr@innovationmech.com</u> Ph 214-379-0505 Fax 214-379-0509	Address	3103 Wheelock St Dallas, TX 75220	
Qualifications	DBE HUB			
Bid Notes	Please review Innovation's scope letter.			
Agency Notes:		Supplier Notes: Please review Innovation's scope letter.		

**

Tower Tech Services

Bid Contact **Ben Gray**
bengray@ttsi-sa.com
Ph 210-308-0031

Address **12110 Valliant**
San Antonio, TX 78216

Item #	Line Item	Notes	Unit Price	Qty / Unit	Total Price	Attch.	Docs
05230-12--01-01	Waterproofing of Cooling Tower	Supplier Product Code: Supplier Notes: 24 calendar days for completion	 First Offer - \$72,324.00	1 / lump sum	\$72,324.00	Y	Y
					Supplier Total	\$72,324.00	

Tower Tech Services

Item: **Waterproofing of Cooling Tower**

Attachments

TowerTech Bid.pdf

Solicitation 05230-12

Waterproofing of Cooling Tower



Collin County

BID RESPONSE OF:
TOWER TECH SERVICES, INC.
1750 EMPIRE CENTRAL, STE F
DALLAS, TEXAS 75235
214-526-0031
www.towertech.com

Bid 05230-12

Waterproofing of Cooling Tower

Bid Number **05230-12**
Bid Title **Waterproofing of Cooling Tower**

Bid Start Date **May 21, 2012 3:31:23 PM CDT**
Bid End Date **Jun 14, 2012 2:00:00 PM CDT**
Question & Answer
End Date **Jun 13, 2012 5:00:00 PM CDT**

Bid Contact **Matt Dobecka CPPB**
Contract Administrator
Collin County Purchasing
972-548-4103
mdobecka@co.collin.tx.us

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **90 days**
Pre-Bid Conference **Jun 1, 2012 9:00:00 AM CDT**
Attendance is optional
Location: COLLIN COUNTY CENTRAL PLANT
4600 COMMUNITY AVE
MCKINNEY, TX 75071

Standard Disclaimer *****Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*****
Mailing Address:
Collin County Purchasing
2300 Bloomdale Rd., Ste 3160
McKinney, TX 75071
Prices bid/proposed shall only be considered if they are provided in the appropriate space (s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.
All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Item Response Form

Item **05230-12--01-01 - Waterproofing of Cooling Tower**
Quantity **1 lump sum**
Unit Price

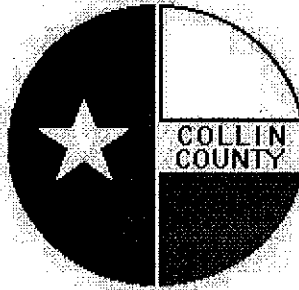
\$72,324.00

Seventy two thousand three hundred twenty four.
Delivery Location **Collin County**

Central Plant
4600 Community Ave.
McKinney TX 75071
Qty 1

Description
Waterproofing of Cooling Tower

Ben Gray
Vice President
Tom-Tech Services Inc
13 June 2012



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

3.1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

3.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

3.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the

commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

3.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.4 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for waterproofing of the cooling tower.

4.2 Purpose: The intended use/purpose for this Invitation for Bid is to describe the services needed to perform and complete waterproof sealing of the upper walls of below ground cooling tower at Central Plant and repair damage from traffic and equipment (scaffolding/ladders, etc.) in lower basin of cooling tower pertaining to these repairs.

4.3 Pre-Bid Conference: A pre-bid conference will be held on **Friday, June 1, 2012 at 9:00 A.M.** The location of the pre-bid will be at **Collin County Central Plant, Conference Room, 4600 Community Ave., McKinney, TX 75071.**

4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 Delivery/Completion/Response Time: Vendor shall place product(s) and/or complete services at the County's designated location within the calendar days specified on the Collin County purchase order.

4.6 Service Location: Location for service is the Collin County Central Plant, 4600 Community Ave., McKinney, TX 75071. Price bid shall be a turnkey waterproofing solution.

4.7 Samples/Demos: When requested, color samples/demos shall be furnished to the County at no expense.

4.8 Descriptive Literature: Each bidder is requested to submit with this bid descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this Invitation for Bid may result in rejection of the bid or that part of the bid.

4.9 The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

4.10 Licenses: Successful bidder shall possess a Texas Air Conditioning and Refrigeration Class A license with an environmental air conditioning endorsement. Copy of license must be submitted at the time of bid submission.

4.11 Specification: Provide manpower, equipment, tools and materials to perform and complete waterproof sealing of the upper walls of below ground cooling tower at Central Plant and repair damage from traffic and equipment (scaffolding/ladders, etc.) in lower basin of cooling tower pertaining to these repairs. Approximate square footage of waterproofing is 1985 sq. ft. (see Attachment A).

- 4.11.1 Bidder will need to remove the fill material and mist eliminator to access the walls in the upper portion of the cooling tower. The volume of fill and mist eliminator should show in the drawings (Attachment A). The coating will need to be removed and replaced all the way up to the fans. Some spray heads may need to be removed also.
- 4.11.2 Remove existing coating of upper walls (see Attachment B).
- 4.11.3 Sandblast walls to clean.
- 4.11.4 Patch and seal around beams, pipe penetrations or any hole or seam in walls that are a weak point for leaking with appropriate grade cement.
- 4.11.5 Apply waterproofing primer coating and then finish with a topcoat of proper sealing materials.
 - 4.11.5.1 Tremco Vulkem Primer No. 171 or approved equal, (one coat)
 - 4.11.5.2 Tremco Vulkem Base No. 350R or approved equal, (one coat)
 - 4.11.5.3 Tremco Vulkem Top Coat No. 951 or approved equal, (one coat)
- 4.11.6 Inspect lower basin of tower after completing upper wall work for any existing obvious bubbles and inject and repair as is necessary and repair in lower basin floor and walls any damage from traffic and equipment used in repair of upper walls.
- 4.11.7 Minimum Warranty: 10 year

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER. 24

☒ WE DO NOT TAKE EXCEPTION TO THE BID SPECIFICATIONS.

☐ WE TAKE EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? ☒ Yes ☐ No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

TX

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: ☐ Yes ☐ No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship ☐ Yes ☐ No

General Partnership ☐ Yes ☐ No

Limited Partnership ☐ Yes ☐ No

Corporation ☒ Yes ☐ No

Other ☐ Yes ☐ No

List Legal Names in Company:

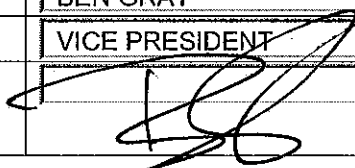
List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

SEE ATTACHED REFERENCES.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? ☒ Yes ☐ No

By signing and submitting this Bid/Proposal, Bidder/Offeree acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeree acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeree's failure to do so. Bidder/Offeree acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	TOWER TECH SERVICES
Street Address of Principal Place of Business	1750 EMPIRE CENTRAL, STE. F
City, State, Zip	DALLAS, TX 75235
Phone of Principal Place of Business	214-526-0031
Fax of Principal Place of Business	210-308-0031
E-mail Address of Representative	BENGRAY@TOWERTECH.COM
Federal Identification Number	74-2728107
Date	13 JUNE 2012
Acknowledgement of Addenda	#1 ☒ #2 ☐ #3 ☐ #4 ☐ #5 ☐ #6 ☐
Authorized Representative Name	BEN GRAY
Authorized Representative Title	VICE PRESIDENT
Signature (Required for paper bid submission)	

W-9
Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)
TOWER TECH SERVICES, INC

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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

12110 VALLIANT

City, state, and ZIP code

SAN ANTONIO, TEXAS 78216

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

74 2728107

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶ **13 JUNE 2012**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	OFFICE USE ONLY Date Received
1 Name of person doing business with local governmental entity. NONE	
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship. NONE	
4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship. NONE	

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

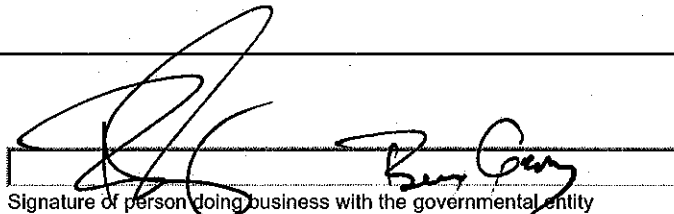
B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No

D. Describe each affiliation or business relationship.

NONE

6


Signature of person doing business with the governmental entity

13 JUNE 2012
Date

Adopted 11/02/2005

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	☐	Yes	☐	No
Plan Room?	☐	Yes	☐	No
Collin County Web-Site?	☐	Yes	☐	No
Facsimile or email from BidSync?	☐	Yes	☐	No
Other	ONVIA - BID SERVICE			

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	☐	Yes	☐	No
Downloaded from Company Computer?	☒	Yes	☐	No
Requested a Copy from Collin County?	☐	Yes	☐	No
Other				

Thank You,

Collin County Purchasing Department

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

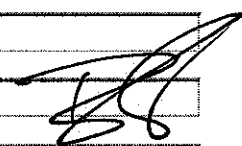
Name of Company

TOWER TECH SERVICES, INC.

Title of Officer

VICE PRESIDENT

Name of Officer

WILLIAM B (BEN) GRAY 

Date:

13 JUNE 2012

TOWER TECH SERVICES, INC.

TACLA015933E • TACLA22136C

12110 Valliant
San Antonio, Texas 78216
Ph (210) 308-0031
Toll Free (800) 971-0031
Fax (210) 308-6509

1750 Empire Central, Ste. F
Dallas, Texas 75235
Ph (214) 526-0031
Toll Free (800) 971-0031
www.towertech.com

April 18, 2012

Collin County
Central Plant
4600 Community Ave.
McKinney, Texas 75071

Re: Waterproofing of Cooling Tower
Requested References

In the last several months, Tower Tech Services has coated two large concrete cooling towers for different owners. Both included very similar scope to the Collin County project.

Medical City Hospital February 2012
7777 Forest Lane
Dallas, TX 75230
Coated cold water basin of concrete tower
Contact information can be obtained and provided if desired.

USAA Insurance Co. December 2012
9800 Fredericksburg Road
San Antonio, TX 78288
Coated cold water basins of concrete towers.
Contact information can be obtained and provided if desired.

Both projects included sand blasting the cooling tower walls and basins and coating with water proofing materials.

Other recent coating projects in the DFW Metroplex where the proposed CIM coatings were utilized:

Walnut Glen Tower

8144 Walnut Hill Lane

Dallas, Texas 75231

March 2012 – Coated two (2) large BAC cooling towers

Owner is Prescott Realty

Lincoln Plaza

500 North Akard Street

Dallas, TX 75201

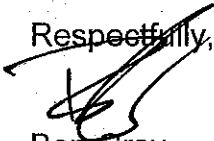
December 2011 thru January 2012 – Coated four (4) large BAC cooling towers, including casing walls, basins, air inlet louvers, etc.

Mr. Eric Rudolph

Ph. 214 954 3304; Fax 214 954 3446

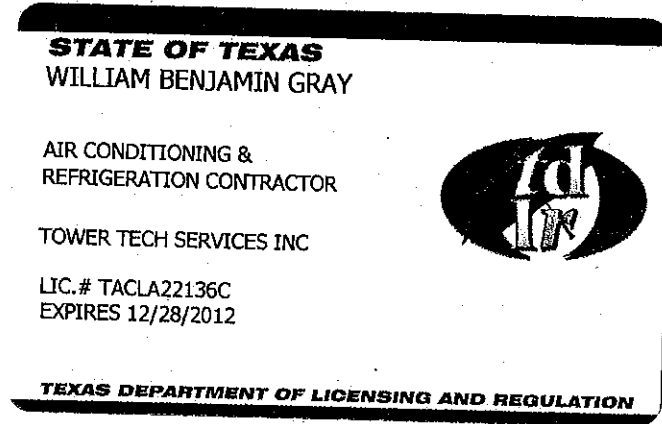
Numerous other projects have been performed if desired – from 1994 to present. If lengthier list is desired or contact information for references, please advise.

Respectfully,



Ben Gray

Tower Tech Services, Inc.





CIM 61BG EPOXY PRIMER

OVERVIEW

DESCRIPTION CIM 61BG Epoxy Primer is a two component high solids epoxy coating formulated as a primer for porous and non-porous surfaces such as concrete and metal.

ADVANTAGES CIM 61BG Epoxy Primer can be used to prime a variety of surfaces.

- May be used as a primer for freshly blasted metal to prevent flash rust from occurring, prior to coating with CIM.
- May be used as a primer for properly prepared concrete to minimize the effects of outgassing.
- Approved for contact with potable water in accordance with ANSI/NSF 61.

SURFACE PREPARATION

GENERAL: Substrates must be **clean and dry** with no oils, grease or loose debris. Perform adhesion tests to confirm adequacy of surface preparation. See C.I.M. Industries' specific substrate Instruction Guide for more information.

CONCRETE: ICRI-CSP 4-6 surface profile exposing aggregate. Concrete must exhibit minimum 3,000 psi compressive strength and be free of release agents and curing compounds. The substrate must be clean and dry (see CIM Instruction Guide IG-2), and free of contaminates.

STEEL: Minimum 3 mil profile.
Immersion service – SSPC-SP10 / NACE No. 2 Near White Blast.
Non-Immersion service – SSPC-SP6 / NACE No. 3 Commercial Blast.

OTHER METALS: SSPC-SP1 solvent clean and abrasive blast to roughen and degloss the surface.

WOOD: Substrate must be clean, dry and free of surface contamination.

COLOR CIM 61BG Epoxy Resin is buff.
CIM 61BG Hardener is amber.
Mixed and Cured: beige.

MIXING RATIO 4 Parts Resin: 1 Part Hardener by Volume

SOLIDS BY VOLUME 80% mixed (1280 dry mil x sq. ft./gal.) (ASTM D 2697-7 days)

DENSITY CIM 61BG Resin approximately 13.39 lbs./gal.
CIM 61BG Hardener approximately 8.17 lbs./gal.

VOC (EPA 24) 170 g/l (1.41 lb./gal.)



CIM 61BG EPOXY PRIMER

GENERAL APPLICATION INFORMATION

FOR PROFESSIONAL USE ONLY.

PRECAUTIONS Mixing equipment and surfaces where material is applied must be **ABSOLUTELY DRY**. Do not apply in wet weather, when rain is imminent or when the surface may become wet before the coating is dry. Strictly observe mixing, induction times and substrate temperature requirements.

TEMPERATURE Throughout the curing period, the surface should be minimum 50°F (10°C) AND minimum 5°F (3°C) above the dew point. Contact C.I.M. Industries for lower temperature application.

EQUIPMENT Air Spray, Airless Spray, Brush, or Roller ($\frac{3}{8}$ " or $\frac{1}{2}$ " synthetic nap).

Equipment	Air Spray	Airless
	Graco Extreme Airless	45:1 or higher
Air Hose	$\frac{1}{2}$ "	N/A
Fluid Hose	$\frac{1}{2}$ "	$\frac{3}{8}$ " to $\frac{1}{2}$ "
Spray Gun	XTR7	
Tip	E or D	0.021" to 0.027"
Atomizing Pressure	up to 100 psi	1500 to 3000 psi

POT LIFE About 3.5 hours at 77°F (25°C).

MIXING Thoroughly mix each of the two components separately: CIM 61BG Epoxy Resin and CIM 61BG Hardener. **DO NOT HAND MIX**. Use a power mixer. Consistency should be uniform and smooth with no settled pigments remaining at the bottom. Add entire contents of each component and thoroughly mix until color and consistency are uniform. **ALLOW A MINIMUM OF 15 MINUTES INDUCTION TIME FOR MIXED PRIMER BEFORE APPLICATION.**

The two components must be combined in proper ratios for this product to set up properly. Failure to adequately mix each component separately to achieve a uniform dispersion or failure to blend to the proper volume proportion will result in a failure of the coating to perform adequately.

DO NOT THIN. Allow cold material to warm to room temperature before attempting to lower viscosity, warm mixed coating before applying. Do not heat containers above the materials flash point of 80°F (27°C).

APPLICATION

PRIMER: Apply CIM 61BG Epoxy Primer at a coverage rate of **5 to 10 wet mils** per coat. When coating porous substrates apply primer when the substrate is in a temperature declining mode and not in direct sunlight. A uniform coating free of holidays or pinholes is necessary to minimize outgassing effects during the application of the CIM coating to porous surfaces such as concrete. Surfaces may require additional coats to achieve a pinhole free application.

THEORETICAL COVERAGE 320 sq. ft./gal. (about 5 wet mils). Irregular surfaces, waste, spillage, and application technique effect actual coverage.

CONTACT C.I.M. INDUSTRIES FOR SPECIFIC RECOMMENDATIONS AND INSTRUCTION GUIDES.

www.cimindustries.com

©CIM 07/10



CIM 61BG EPOXY PRIMER

GENERAL APPLICATION INFORMATION (Continued)

CIM COATING: Allow CIM 61BG Epoxy Primer to cure at least 12 hours at 70°F (21°C) to permit solvent loss. Failure to allow sufficient time for solvent loss may result in the formation of solvent blisters or poor adhesion to CIM. Prior to CIM coating application, test for the presence of amine blush by testing the pH of the epoxy primed surface. The pH should be 7-8. If the pH is higher than 8, solvent wipe with methyl ethyl ketone until the pH is within the recommended range. Application of CIM coating to epoxy primer with a high pH will result in poor adhesion. When applied to porous surfaces, CIM 61BG Epoxy Primer will greatly reduce the effects of outgassing, but it may not completely prevent the occurrence. CIM coatings and primer should be applied following C.I.M.'s published written instructions including application of the coating when substrate temperature is declining.

RECOATING Minimum/Maximum recoat is 12hrs/48hrs @ 70°F.

Allow at least 12 hours between coats or applying a CIM coating or lining. If more than 48 hours has past since the application of CIM 61BG Epoxy Primer, or the CIM 61BG Epoxy Primer is otherwise contaminated use one of the following procedures:

1. Test surface for pH and check for contaminants. Solvent wipe with methyl ethyl ketone to clean surface and reapply CIM 61BG Primer if within 30 days.
2. Test surface for pH and check for contaminants. Solvent wipe with methyl ethyl ketone to clean surface. Abrade the existing CIM 61 BG Primer. Apply CIM Bonding Agent and apply CIM coating or lining. If the CIM 61BG Primer is damaged during abrading. An additional application of Primer may be necessary to insure a monolithic primer application.

CLEAN UP Clean all equipment immediately after use with xylene or MEK. Thoroughly flush spray equipment before coating has had a chance to set up.

CONTACT C.I.M. INDUSTRIES FOR SPECIFIC RECOMMENDATIONS AND INSTRUCTION GUIDES.

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CIM 61BG EPOXY PRIMER

SHIPPING, STORAGE AND SAFETY DATA

WARNING Flammable. Use only in well ventilated areas. Do not store or use near open flame, sparks or hot surfaces. Keep tightly closed. Avoid contact with moisture or water.

SAFETY INFORMATION This product contains ingredients which are considered to be hazardous. Solvent exposure may cause dizziness, headache or nausea. Prolonged exposure may cause permanent brain or nervous system damage. Adequate health and safety precautions should be observed during storage, handling, application and clean-up. Refer to C.I.M. Industries' Material Safety Data Sheets for further details regarding the safe use of this product.

PACKAGING CIM 61BG Epoxy Primer is packaged in 1 gallon units consisting of 0.8 gallon of CIM 61BG Resin and 0.2 gallon of CIM 61BG Hardener and 5 gallon units consisting of 4 gallons of CIM 61BG Resin and 1 gallon of CIM 61BG Hardener. Proper volumes of each must be mixed thoroughly prior to application.

SHIPPING	61 BG Epoxy Resin	61 BG Epoxy Hardener
Weights		
5.0 gallon units	58 lbs/pail	47 lbs/box (4-1 gal cans)
1.0 gallon units	38 lbs/box (4-1 gal cans)	8 lbs/box (4-1 qt cans)
Properties		
Flash Point	80°F (27°C)	80°F (27°C)
Shipping Name	Coating Solution	Corrosive Liquid, Flammable, n.o.s.
DOT Class	Class 3, UN1139, PG III	Class B, UN2920, PGII, (xylene, polyamines)

STORAGE

Temperature	40°F to 110°F (5°C to 43°C)	40°F to 110°F (5°C to 43°C)
Shelf Life	2 years	2 Years
NFPA	Class IC	Class IC

WARRANTY & LIMITATION OF SELLER'S LIABILITY

C.I.M. Industries Inc. (C.I.M.) warrants only that CIM 61BG Epoxy Primer conforms to C.I.M.'s current quality control standards at the time of manufacture. Due to application variables beyond C.I.M.'s control which may affect results, C.I.M. makes no other warranty of any kind, expressed or implied, including that of merchantability. If breach of warranty is established, the buyer's exclusive remedy shall be repayment of the purchase price of the non conforming CIM product or, at C.I.M.'s option, resupply of conforming product to replace the non-conforming product. The buyer expressly waives any claim to additional damages, including consequential damages.

THE INFORMATION PRESENTED IN THIS PUBLICATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

CONTACT C.I.M. INDUSTRIES FOR CURRENT INFORMATION.

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www.cimindustries.com



23 Elm St., Peterborough, NH 03458
Tel: (800) 543-3458 (603) 924-9481
Fax: (603) 924-9482
Web site: www.cimindustries.com

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CIM 1000

HIGH PERFORMANCE COATINGS AND LININGS

OVERVIEW

Coating

DESCRIPTION CIM 1000 is a liquid applied urethane coating that cures in hours to form a tough elastomeric coating that adheres to most substrates, forming a chemical and abrasion resistant barrier for waterproofing, corrosion protection, and containment of water and most aqueous chemicals.

ADVANTAGES CIM 1000 has over 30 years of proven performance in demanding environments. It remains flexible and resilient and provides exceptional service in a broad range of applications.

- Ideal for coating concrete.
- Forms a tough elastomeric liner able to bridge cracks.
- Tested to ANSI 118.10-199, "Standard Specification for Load Bearing, Bonded, Waterproof Membrane for Thin-Set Ceramic Tile and Dimension Stone Installation".
- Impervious to water and most aqueous chemicals, providing a long lasting tank and pond liner.
- Asphalt extended urethane formula provides superior wear and weatherability for parking decks and containment areas.
- Adheres to and bridges between common construction materials such as concrete, steel and other metals, asphalt pavement, glass, wood, and most coatings.
- Environmentally sound, complying with the toughest VOC regulations.
- Can be repaired when damaged.
- Excellent abrasion resistance for severe wear applications.
- UV stable.
- Liquid, two-component urethane can be applied to complex shapes, multiple penetrations or to most geotextiles.

SURFACE PREPARATION

GENERAL: Substrates must be **clean and dry** with no oils, grease or loose debris. CIM Bonding Agent is recommended on all non-porous substrates. Perform adhesion tests to confirm adequacy of surface preparation. See C.I.M. Industries' specific substrate Instruction Guide for specific guidelines.

CONCRETE: ICRI-CSP 4-6 surface profile exposing aggregate. Concrete must exhibit minimum 3,000 psi compressive strength and be free of release agents and curing compounds. The substrate must be clean and dry (see CIM Instruction Guide IG-2), and free of contaminants.

STEEL: Minimum 3 mil profile.
Immersion service – SSPC-SP10 / NACE No. 2 Near White Blast.
Non-Immersion service – SSPC-SP6 / NACE No. 3 Commercial Blast.
Use CIM Bonding Agent for greater adhesion.

OTHER METALS: SSPC-SP1 solvent clean and abrasive blast to roughen and degloss the surface. Use CIM Bonding Agent for greater adhesion.

GLASS: Thoroughly clean. CIM Bonding Agent must be used for increased adhesion. For immersion service roughen the surface.

WOOD: Substrate must be clean, dry and free of surface contamination.

PREVIOUS COATINGS AND LININGS: CIM 1000 may be applied over some existing coatings and linings and achieve acceptable performance. CIM Bonding Agent is recommended for greater adhesion. Finished system results vary due to a variety of project specific factors, including the service conditions to which the system is exposed. Therefore, C.I.M. Industries does not accept responsibility for determining the suitability of an existing coating and lining as a substrate for CIM products. Owner shall perform adhesion tests on any existing coating or lining to determine suitability.

EARTH: Use CIM Scrim.

COLOR CIM 1000 is initially shiny black, turning dull over 3 to 6 months when exposed to direct sunlight. For a colored or reflecting surface finish, see C.I.M. Industries' Instruction Guide, "Topcoats" (IG-7) for further instructions.

SOLIDS BY VOLUME 88% (1413 dry mils x sq. ft./gal.)

VOC 92 g/l (0.76 lb./gal.). CIM 1000 complies with the toughest VOC regulations.

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CIM 1000

HIGH PERFORMANCE COATINGS AND LININGS

All information presented in this publication is believed to be accurate, but it is not to be construed as a guarantee of minimum performance. Test performance results are obtained in a controlled laboratory environment using procedures that may not represent actual operating environments.

TYPICAL PROPERTIES

Abrasion Resistance—Wt. Loss, Taber Abraser CS-17 Wheel 1000 gr./1000 rev. ASTM D4060		1.2 mg. Loss	Liner Performance Crack Bridging 10 cycles @ -15°F After heat aging		greater than 1/8" greater than 1/4"
Adhesion to Concrete (dry) Elcometer		350 psi	Liner Weight (60 mil wet film thickness)		31 lbs./100 sq. ft.
Deflection Temperature ASTM D648		below -60°F	Mix Ratio Weight Volume		7:1 9:1
Density (Approx.) Premix Activator Mixed & Cured		8.0 lbs./gal. 10.1 lbs./gal. 8.3 lbs./gal.	Mullen Burst Strength ASTM D751, 50 mil		150 psi
Elastomeric Waterproofing ASTM C836 ASTM C957		exceeds all criteria exceeds all criteria	Permeability to Water Vapor ASTM E96 Method E, 100°F, 100 mil sheet		0.03 perms
Extension to Break ASTM D412		400%	Recovery from 100% extension: after 5 minutes after 24 hours		98% 100%
Flammability ASTM D2859 UL790		pass/combustible substrate Class A ¹	Salt Spray ASTM B117 Service Temperature		pass 2000 hrs. -60°F to 220°F
Flooring and Shower Lining UPC/IBC ANSI 118.10		Pass	Softening Point, Ring & Ball ASTM D36		>325°F
Green Roof Membrane/Root Barrier FLL, 2002		Pass	Tear Strength ASTM D624 (Die C)		150 lbs./in.
Hardness, Shore A ASTM D2240 @ 77°F		60	Tensile Strength ASTM D 412, 100 mil sheet		900 psi
Jet Fuel Resistance FS SS-S-200D		pass for joints	Weathering ASTM D822		pass 5000 hrs.

¹Contact C.I.M. Industries for details regarding UL fire ratings

CHEMICAL RESISTANCE

CIM 1000 is resistant to a broad range of acids and alkalis. Consult C.I.M. Industries for additional information regarding chemical resistance after reviewing CIM 1000 Chemical Resistance Chart.

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CONTACT C.I.M. INDUSTRIES FOR CURRENT INFORMATION.
www.cimindustries.com**



CIM 1000

HIGH PERFORMANCE COATINGS AND LININGS

GENERAL APPLICATION INFORMATION

FOR PROFESSIONAL USE ONLY.

PRECAUTIONS Avoid contamination with water or moisture. Keep all pails and jugs tightly closed until ready for use. All equipment, air supplies, and application substrates must be **ABSOLUTELY DRY**. Do not apply in wet weather or when rain is imminent or when the CIM 1000 or the substrate may become wet within 4 hours after coating. Use caution when applying CIM 1000 in confined spaces. See C.I.M. Industries' Instruction Guide, "Applying CIM Within Confined Spaces" (IG-9).

TEMPERATURE Surface should be at least 50°F (10°C) and must be 5°F (3°C) above the dew point. **DO NOT APPLY WHEN THE SUBSTRATE OR AMBIENT TEMPERATURE IS RISING OR COATING IS IN DIRECT SUNLIGHT.** CIM 1000 should be at least 60°F (15°C) when mixed and applied. CIM 1000 may be preheated to facilitate application at low temperatures, but working time will be reduced. See C.I.M. Industries' Instruction Guide "Applying CIM Coatings in Cold Weather" (IG-11).

EQUIPMENT Spray equipment requires large diameter hose and air supplied mastic gun or plural component spray equipment. See "Spray Application of CIM" (IG-12) or contact C.I.M. Industries for specific recommendations. Roller, squeegee, and trowel may also be used.

POT LIFE About 30 minutes. Working time depends on temperature and method of application. Working time for spray application will be significantly shorter.

PRIMING Porous substrates such as wood and concrete may be primed with CIM 61BG Epoxy Primer to minimize outgassing. The maximum recoat window for CIM 61BG Epoxy Primer is 48 hours. See CIM 61BG Epoxy Primer Technical Data Sheet for additional information. Perform adhesion tests to confirm adequacy of adhesion to primer.

MIXING DO NOT THIN. DO NOT HAND MIX. Begin mixing each pail (4.5 gal.) of CIM 1000 Premix using a power mixer (e.g. ½" drill and an eight inch mud mixer). Do not draw air into the mix. While mixing, slowly add one jug (0.5 gal.) of CIM 1000 Activator to the pail. Once the CIM 1000 Activator has been added, mix thoroughly for **3 FULL MINUTES**. The proportions are premeasured. **DO NOT ESTIMATE.** Mixing Jigs and Timers from C.I.M. Industries help eliminate mixing errors and increase productivity on the job. See C.I.M. Industries' Instruction Guide, "Mixing CIM Premix and Activator" (IG-8).

APPLICATION Apply CIM 1000 directly to a clean and dry substrate. Vertical surfaces will require multiple coats. See C.I.M. Industries' specific substrate Instruction Guide for additional guidelines.

RECOATING CIM 1000 may be recoated in 1 hour and must be recoated soon after the coating no longer comes off on polyethylene (typically within 4 hours of mixing). If the liner has cured longer than this time, the surface must be severely abraded using surface grinder or other mechanical means, and be free of dust and debris. Use CIM Bonding Agent for better adhesion. For immersion conditions, all coats shall be applied within 4 hours of each other, except at joint lines.

RECOMMENDED MINIMUM THICKNESS Recommended minimum thickness of the coating is 60 wet mils. Contact C.I.M. Industries for detailed cure time information. Refer to CIM 1000 Coverage Chart for coverage rates.

CURING TIME CIM 1000 may be placed in service within 24 hours for non-aggressive service. Severe service applications may require a cure time of 72 hours or more. Contact C.I.M. Industries for specific recommendations.

CLEAN-UP Use mineral spirits for clean-up of uncured material. Spray equipment must be flushed regularly during application to prevent material from setting up in the hose and pump. Cured material is very difficult to remove. Soaking in solvent will soften the material and may assist in its removal.

CONTACT C.I.M. INDUSTRIES FOR SPECIFIC RECOMMENDATIONS AND INSTRUCTION GUIDES.

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CIM 1000

HIGH PERFORMANCE COATINGS AND LININGS

SHIPPING, STORAGE AND SAFETY DATA

- WARNING** Flammable. Use only in well ventilated areas. Do not store or use near open flame, sparks or hot surfaces. Keep tightly closed. Avoid contact with moisture or water. Keep out of reach of children.
- SAFETY INFORMATION** This product contains petroleum asphalt, petroleum distillates, amine compounds and/or other chemical ingredients. Adequate health and safety precautions should be observed during the storage, handling, application and curing. Refer to C.I.M. Industries' Material Safety Data Sheets for further details regarding the safe use of this product.
- PACKAGING** CIM 1000 is available in mixed units of 5 gallons. Each unit consists of a container of premix and a smaller container of activator. Quantities have been premeasured to provide the proper mixing ratio, leaving sufficient room in the premix container to facilitate adequate mixing. Do not estimate proportions.

SHIPPING	Premix	Activator
Weights		
5.0 gallon units	40 lb/pail	5.5 lb/jug (33 lb/case of 6)
Properties		
Flash Point	101°F	>400°F
Shipping Name	Coating Solution	Not Regulated
DOT Class	Class 3, UN1139, PG III	Not Regulated
STORAGE		
Temperature	20°F to 110°F	70°F to 95°F
Shelf Life	2 years	6 months
NFPA	Class II	Class III B

WARRANTY & LIMITATION OF SELLER'S LIABILITY

C.I.M. Industries Inc. (C.I.M.) warrants that for a period of five (5) years from the date of shipment to the initial purchaser, the products, when mixed in proper ratios for the proper length of time, (a) will not become brittle or crack and (b) will provide a water barrier. Due to application variables beyond C.I.M.'s control which may affect results, C.I.M. makes no warranty of any kind, expressed or implied, including that of merchantability, other than that the products conform to C.I.M.'s current quality control standards at time of manufacture. If breach of warranty is established, the buyer's exclusive remedy shall be repayment of the purchase price of the non-conforming CIM membrane product or, at C.I.M.'s option, resupply of conforming product to replace the non-conforming product. The buyer expressly waives any claim to additional damages, including consequential damages.

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www.cimindustries.com



23 Elm St., Peterborough, NH 03458
Tel: (800) 543-3458 (603) 924-9481
Fax: (603) 924-9482
Web site: www.cimindustries.com

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Bar-Rust® 235

Surface Tolerant Epoxy

PRODUCT DESCRIPTION

A high performance, multi-purpose, surface tolerant, two-component chemically-cured epoxy semi-gloss coating.

INTENDED USES

For use on properly prepared steel or masonry surfaces including immersion (non-potable water) service. Ideal for structural steel, piping, storage tank exteriors, machinery, and equipment in petroleum refineries, pulp and paper mills, chemical and fertilizer plants, and sewage treatment plants.

Performance alternate for Federal Specifications TT-C-550 and TT-C-545, Mil-P-24441-Type I & II, Mil-C-22750D-Type I, and Mil-P-23377E-Type I, Mil-P-23236B-Type I & IV, Class 2, and Mil-P-24647B. Meets AWWA D102.

PRACTICAL INFORMATION FOR BAR-RUST 235

Color	Off White, custom and ready-mix colors
Gloss Level	Semi-gloss
Volume Solids	68% ± 2%
Typical Thickness	4-8 mils (100-200 microns) dry equivalent to 5.9-11.8 mils (147-294 microns) wet
Theoretical Coverage	182 sq.ft/US gallon at 6 mils d.f.t and stated volume solids 4.50 m ² /liter at 150 microns d.f.t and stated volume solids
Practical Coverage	Allow appropriate loss factors
Method of Application	Airless Spray, Roller, Air Spray, Brush

Drying Time

Temperature	Touch Dry	Hard Dry	Overcoating Interval with recommended topcoats	
			Minimum	Maximum
23°F (-5°C)	*1	46 hours	28 hours	7 days ²
41°F (5°C)	*1	18 hours	11 hours	6 days ²
59°F (15°C)	*1	9 hours	6 hours	5 days ²
77°F (25°C)	*1	5 hours	3 hours	5 days ²

*1 not applicable

² Where overcoating is with self or other epoxy finishes, the maximum overcoating interval is 30 days.

REGULATORY DATA

Flash Point	Part A 100°F (38°C); Part B 100°F (38°C); Mixed 100°F (38°C)
Product Weight	11.0 lb/gal (1.32 kg/l)
VOC	2.43 lb/gal (292 g/l) EPA Method 24

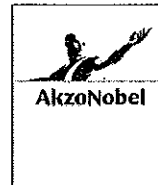
See Product Characteristics section for further details

Protective Coatings

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Bar-Rust® 235

Surface Tolerant Epoxy

SURFACE PREPARATION

Surfaces must be dry, clean, free of oil, grease, form release agents, curing compounds, laitance, other foreign matter and be structurally sound. Remove all loose paint, mortar spatter, mill scale, and rust. All direct to metal coatings provide maximum performance over blasted surfaces. There are situations and cost limitations which preclude blasting. Bar-Rust 235 was designed to provide excellent protection over less than ideal surface preparation. The minimum standard for non-immersion service is SSPC-SP2 or ISO8501-1:2007 St2; for immersion service the minimum standard is SSPC-SP6 or ISO8501-1:2007 Sa2. These minimum surface preparation standards apply to steel that has been previously abrasive blasted, coated and deteriorated. Where very rusty surfaces still remain after cleaning use Pre-Prime 167 Sealer before application of Bar-Rust 235. All direct to metal coatings provide maximum performance over near-white blasted surfaces.

New Surfaces:

Steel

New steel surfaces should be initially abrasive blasted to near-white metal surface cleanliness in accordance with SSPC-SP10 or ISO8501-1:2007 Sa2.5. Blast profile on steel should be at least 2.5 mils (63 microns) in depth and be of a sharp, jagged nature as opposed to a "peen" pattern (typically obtained in shot blasting).

Concrete Block:

Remove loose aggregate and repair voids. Fill with Bar-Rust 235 or Tru-Glaze-WB 4015 blockfiller.

Concrete Floors, Poured Concrete:

Cure at least 30 days. Acid etch or abrasive blast slick, glazed concrete or concrete with laitance. Prime with Pre-Prime 167 or Bar-Rust 235

Galvanized Steel

Remove dirt and oils by solvent cleaning or with Devprep 88 Cleaner or other suitable cleaner followed by a thorough water rinsing. Prime with Devran 203 or Devran 205 epoxy primers for non-immersion. For immersion or severe moisture condition, abrasive blasting is recommended before priming with this product or Devran 201H epoxy primer.

Previously Painted Surfaces

Old coatings should be tested for lifting. If lifting occurs, remove the coating. Otherwise, scuff sand glossy areas and aged epoxy coatings. Clean aged epoxy or urethane coatings with Devprep 88 Cleaner. Remove cracked and peeling paint. Prime bare areas with appropriate primer. If thinning is required, use T-5 Thinner only when used over aged alkyd coatings.

APPLICATION

Mixing	Material is supplied in two containers as a unit. Always mix a complete unit in the proportions supplied. Once the unit has been mixed it must be used within the working pot life specified.			
	(1) Agitate Base (Part A) with a power agitator.			
	(2) Combine entire contents of Curing Agent (Part B) with Base (Part A) and mix thoroughly with power agitator.			
Mix Ratio	4 part(s) : 1 part(s) by volume			
Working Pot Life	23°F (-5°C)	41°F (5°C)	59°F (15°C)	77°F (25°C)
	6 hours	5 hours	5 hours	4.5 hours
Airless Spray	Recommended	Tip Range 19-25 thou (0.48-0.63 mm) Total output fluid pressure at spray tip not less than 3000 psi (211 kg/cm ²) See Product Characteristics section for further details		
Air Spray (Conventional)	Suitable	See Product Characteristics section for further details		
Brush	Suitable			
Roller	Suitable			
Thinner	T-10 Thinner (T-5 Thinner)	Not normally required See Product Characteristics section for further details		
Cleaner	T-10 Thinner			
Work Stoppages	Do not allow material to remain in hoses, gun or spray equipment. Thoroughly flush all equipment with T-10 Thinner. Once units of paint have been mixed they should not be resealed and it is advised that after prolonged stoppages work recommences with freshly mixed units.			
Clean Up	Clean all equipment immediately after use with T-10 Thinner. It is good working practice to periodically flush out spray equipment during the course of the working day. Frequency of cleaning will depend upon amount sprayed, temperature and elapsed time, including any delays. All surplus material and empty containers should be disposed of in accordance with appropriate regional regulations/legislation.			



Bar-Rust® 235

Surface Tolerant Epoxy

PRODUCT CHARACTERISTICS

Advantages:

- Exceptional corrosion protection
- Suitable for salt & fresh water immersion
- Low temperature cure to 0°F (-18°C)
- Surface tolerant
- Good adhesion to damp surfaces
- Self-priming for steel & masonry substrates
- Fast Recoat
- High solids – high film build

For airless spray application: Use an airless spray pump capable of 3,000 psi (207 bars) and .019" to .025" tip size will provide a good spray pattern. Ideally, fluid hoses should not be less than 3/8" ID and not longer than 50 feet to obtain optimum results. Longer hose length may require an increase in pump capacity, pressure, and/or thinning.

For air spray application: Use a fluid tip of .070" or larger, a professional grade conventional gun and an air cap with good break-up. The fluid pressure should be kept low with just enough air pressure to get good break-up of the coating. Excessive air pressure can cause over-spray problems.

Bar-Rust 235 may yellow during application and cure if exposed to the combustion by-products of improperly vented fossil fuel burning heaters.

Tinting: Tint the appropriate base (Part A) with industrial colorants. Mix thoroughly before curing agent (Part B) is added.

Where a durable cosmetic finish with good gloss and color retention is required, overcoat with recommended topcoats.

Thinning is not normally required or desired; however, at extreme environmental conditions, small amounts (15% or less by volume) of T-10 thinner can be added depending on local VOC and air quality regulations. When using Bar-Rust 235 over aged alkyds, use T-5 thinner. Any solvent addition should be made after the two components are thoroughly mixed.

Note: VOC values are typical and are provided for guidance purpose only. These may be subject to variation depending on factors such as differences in color and normal manufacturing tolerances.

SYSTEMS COMPATIBILITY

The following primers are recommended for Bar-Rust 235:

Bar-Rust 235	Cathacoat 302H
Cathacoat 302HA	Cathacoat 302HB
Cathacoat 303H	Cathacoat 304L
Cathacoat 304V	Cathacoat 313
Cathacoat 315	Cathacoat 315HA
Cathacoat 315HB	Cathacoat 316
Devran 201H	Devran 203
Pre-Prime 167	
Tru-Glaze-WB 4015	

The following topcoats are recommended for Bar-Rust 235:

Devthane 349QC	Devthane 359
Devthane 359H	Devthane 378
Devthane 378H	Devthane 379
Devthane 379H	Devthane 389
Devthane 389H	



Bar-Rust® 235

Surface Tolerant Epoxy

ADDITIONAL INFORMATION

Further information regarding industry standards, terms and abbreviations used in this data sheet can be found in the following documents available at www.international-pc.com:

- Definitions & Abbreviations
- Surface Preparation
- Paint Application
- Theoretical & Practical Coverage

Individual copies of these information sections are available upon request.

SAFETY PRECAUTIONS

This product is intended for use only by professional applicators in industrial situations in accordance with the advice given on this sheet, the Material Safety Data Sheet and the container(s), and should not be used without reference to the Material Safety Data Sheet (MSDS) which International Protective Coatings has provided to its customers.

All work involving the application and use of this product should be performed in compliance with all relevant national, Health, Safety & Environmental standards and regulations.

In the event welding or flame cutting is performed on metal coated with this product, dust and fumes will be emitted which will require the use of appropriate personal protective equipment and adequate local exhaust ventilation.

If in doubt regarding the suitability of use of this product, consult International Protective Coatings for further advice.

PACK SIZE	Unit Size	Part A		Part B	
		Vol	Pack	Vol	Pack
	1 US gal	0.8 US gal	1 US gal	0.2 US gal	1 US quart
	5 US gal	4 US gal	6 US gal	1 US gal	1 US gal
For availability of other pack sizes contact International Protective Coatings					
SHIPPING WEIGHT	Unit Size	Part A		Part B	
		Vol		Pack	
	1 US gal	9 lb		2.2 lb	
	5 US gal	44.7 lb		11.2 lb	
STORAGE	Shelf Life	24 months minimum at 77°F (25°C). Subject to re-inspection thereafter. Store in dry, shaded conditions away from sources of heat and ignition.			

Disclaimer

The information in this data sheet is not intended to be exhaustive; any person using the product for any purpose other than that specifically recommended in this data sheet without first obtaining written confirmation from us as to the suitability of the product for the intended purpose does so at their own risk. All advice given or statements made about the product (whether in this data sheet or otherwise) is correct to the best of our knowledge but we have no control over the quality or the condition of the substrate or the many factors affecting the use and application of the product. Therefore, unless we specifically agree in writing to do so, we do not accept any liability at all for the performance of the product or for (subject to the maximum extent permitted by law) any loss or damage arising out of the use of the product. We hereby disclaim any warranties or representations, express or implied, by operation of law or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. All products supplied and technical advice given are subject to our Conditions of Sale. You should request a copy of this document and review it carefully. The information contained in this data sheet is liable to modification from time to time in the light of experience and our policy of continuous development. It is the user's responsibility to check with their local International Paint representative that this data sheet is current prior to using the product.

This Technical Data Sheet is available on our website at www.international-marine.com or www.international-pc.com, and should be the same as this document. Should there be any discrepancies between this document and the version of the Technical Data Sheet that appears on the website, then the version on the website will take precedence.

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plant equipment & services

Bid Contact **laurie caudel**
pes1@pes-solutions.com
Ph 979-779-8700

Address **5401 w state hwy 21**
bryan, TX 77803

Qualifications **HUB**

Item #	Line Item	Notes	Unit Price	Qty / Unit	Total Price	Attch.	Docs
05230-12--01-01	Waterproofing of Cooling Tower	Supplier Product Code: Supplier Notes: WE HAVE ATTACHED THE MSDS/SPEC SHEETS FOR THE MATERIALS WE PROPOSE USING. THEY ARE A DIRECT EQUIVALENT TO YOUR SPECIFIED COATING. OUR PRICE INCLUDES BONDING FEES.	First Offer - \$105,419.00	1 / lump sum	\$105,419.00	Y	Y
Supplier Total						\$105,419.00	

plant equipment & services**Item: Waterproofing of Cooling Tower****Attachments**

TK 2282 - Side A.pdf

PS 300EX - Side A.pdf

PS 300EX - Side B.pdf

REZROK 105 PART A MSDS.pdf

REZROK 105 PART B MSDS.pdf

1. PRODUCT AND COMPANY IDENTIFICATION

Product name Thiokol 2282 High Performance Joint Sealant - Resin/Side A
Version # 1.0
Revision date 19-Jun-2008
Company information PolySpec
6614 Gant Road
Houston, TX 77066 US
Emergency Chemtrec (800) 424-9300
International (703) 527-3887

2. COMPOSITION / INFORMATION ON INGREDIENTS

Component(s)	CAS #	Percent
Carbonic acid, calcium salt (1:1)	471-34-1	< 20
Calcium carbonate	1317-65-3	< 10
Titanium dioxide	13463-67-7	< 10
Non-hazardous and other components below reportable levels		> 60

3. HAZARDS IDENTIFICATION

Emergency overview Harmful in contact with eyes. Danger of serious damage to health by prolonged exposure. May cause cancer. May cause breathing disorders and lung damage.

Potential short term health effects

Eyes Contact may irritate or burn eyes. Eye contact may result in corneal injury.
Skin Components of the product may be absorbed into the body through the skin.
Inhalation May cause breathing disorders and lung damage.
Ingestion Do not ingest.
Target organs Eyes. Lungs. Respiratory system. Skin.

4. FIRST AID MEASURES

First aid

Eye contact Immediately flush eyes with plenty of water for at least 20 minutes. Get medical attention immediately. Get medical attention if irritation develops or persists.

Skin contact Get medical attention immediately. Remove and isolate contaminated clothing and shoes. Immediately flush skin with running water for at least 20 minutes. For minor skin contact, avoid spreading material on unaffected skin. Wash off immediately with plenty of water. If skin irritation persists, call a physician.

Inhalation Get medical attention immediately. Move to fresh air. Oxygen or artificial respiration if needed. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, give oxygen. Get medical attention, if needed.

Ingestion If material is ingested, immediately contact a physician or poison control center. Do not induce vomiting without medical advice. If vomiting occurs naturally, have victim lean forward to reduce risk of aspiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Do not use mouth-to-mouth method if victim ingested the substance.

Notes to physician Symptoms may be delayed.

General advice Keep victim warm. Keep victim under observation. In case of shortness of breath, give oxygen. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. FIRE FIGHTING MEASURES

Suitable extinguishing media Small Fires: Dry chemical, CO2, water spray or regular foam.
Large Fires: Water spray, fog or regular foam.

Fire fighting equipment/instructions

Move containers from fire area if you can do it without risk. Do not scatter spilled material with high pressure water streams. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. ALWAYS stay away from tanks engulfed in flame. If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also consider initial evacuation for 800 meters (1/2 mile) in all directions.

Flash point

200 °F (93.3 °C) Pensky-Martens Closed Cup

6. ACCIDENTAL RELEASE MEASURES

Evacuation procedures

Stay upwind. Keep out of low areas. Keep unnecessary personnel away.

Containment procedures

Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas.

Personal precautions

Do not touch or walk through spilled material. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep people away from and upwind of spill/leak.

Methods for cleaning up

Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Dike far ahead of liquid spill for later disposal. Never return spills in original containers for re-use.

7. HANDLING AND STORAGE

Handling

Do not breathe gas/fumes/vapor/spray. Wear personal protective equipment. Do not handle or store near an open flame, heat or other sources of ignition. Surfaces may become slippery after spillage.

Storage

Keep container tightly closed. Keep out of the reach of children. Keep in a cool, well-ventilated place. This material can accumulate static charge which may cause spark and become an ignition source. Prevent electrostatic charge build-up by using common bonding and grounding techniques. Do not freeze.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure limits**ACGIH - Threshold Limits Values - Time Weighted Averages (TLV-TWA)**

Carbonic acid, calcium salt (1:1)	471-34-1	10 Mg/m3 TWA (particulate matter containing no asbestos and < 1% crystalline silica)
Titanium dioxide	13463-67-7	10 Mg/m3 TWA

ACGIH - Threshold Limits Values - TLV Basis - Critical Effects

Carbonic acid, calcium salt (1:1)	471-34-1	irritation
Titanium dioxide	13463-67-7	lung

OSHA - Final PELs - Time Weighted Averages (TWAs)

Calcium carbonate	1317-65-3	15 Mg/m3 TWA (total dust); 5 mg/m3 TWA (respirable fraction)
Titanium dioxide	13463-67-7	15 Mg/m3 TWA (total dust)

Personal protective equipment**Respiratory protection**

A NIOSH- approved air purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits. In case of insufficient ventilation wear suitable respiratory equipment.

Hand protection

Protective gloves.

Eye protection

Wear chemical goggles.

Skin and body protection

Wear suitable protective clothing.

General

Avoid contact with the skin and the eyes.

Engineering measures to reduce exposure

Provide adequate local exhaust ventilation to maintain worker exposure below exposure limits.

Hygiene measures

Keep away from food and drink. Handle in accordance with good industrial hygiene and safety practice for diagnostics. When using do not smoke. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL & CHEMICAL PROPERTIES

Density

12.65 lb/gal

Form

Liquid.

Specific gravity

1.52

10. CHEMICAL STABILITY & REACTIVITY INFORMATION

Stability

Stable at normal conditions.

Conditions to avoid

Direct sources of heat.

Incompatibility

Acids. Fluorine.

11. TOXICOLOGICAL INFORMATION

Local effects

Risk of serious damage to eyes. Components of the product may be absorbed into the body through the skin.

Component analysis - LD50**NIOSH - Selected LD50s and LC50s**

Carbonic acid, calcium salt (1:1) 471-34-1 Oral LD50 Rat: 6450 mg/kg

Carcinogenicity

Cancer hazard.

ACGIH - Threshold Limits Values - Carcinogens

Titanium dioxide 13463-67-7 A4 - Not Classifiable as a Human Carcinogen

Chronic toxicity

Prolonged or repeated exposure may cause lung injury.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Components of this product have been identified as having potential environmental concerns.

13. DISPOSAL CONSIDERATIONS

Disposal instructions

This product, in its present state, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261.4 (b)(4)). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the product meets RCRA criteria for hazardous waste. Dispose in accordance with all applicable regulations.

14. TRANSPORTATION INFORMATION

Department of Transportation (DOT) Requirements

Not regulated as dangerous goods.

International Air Transport Association (IATA) Requirements

Not regulated as dangerous goods.

International Maritime Dangerous Goods (IMDG) Code Requirements

Not regulated as dangerous goods.

15. REGULATORY INFORMATION

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Inventory - European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)

Calcium carbonate	1317-65-3	215-279-6
Carbonic acid, calcium salt (1:1)	471-34-1	207-439-9
Titanium dioxide	13463-67-7	236-675-5

Inventory - United States - Section 8(b) Inventory (TSCA)

Calcium carbonate	1317-65-3	Present
Carbonic acid, calcium salt (1:1)	471-34-1	Present
Titanium dioxide	13463-67-7	Present

Occupational safety and health administration (OSHA)

29 CFR 1910.1200 Yes
hazardous chemical

CERCLA (superfund) reportable quantity

None

Superfund amendments and reauthorization act of 1986 (SARA)

Section 302 extremely No
hazardous substance

Section 311 hazardous Yes
chemical

Hazard categories Immediate Hazard - No
Delayed Hazard - Yes
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

NFPA ratings

Health: 0
Flammability: 1
Instability: 0

State regulations**Massachusetts - Right To Know List**

Calcium carbonate	1317-65-3	Present
Titanium dioxide	13463-67-7	Present

New Jersey - Right to Know Hazardous Substance List

Titanium dioxide	13463-67-7	sn 1861
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Pennsylvania - RTK (Right to Know) List

Calcium carbonate	1317-65-3	Present
Titanium dioxide	13463-67-7	Present

16. OTHER INFORMATION**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release.

Issue date

19-Jun-2008

1. PRODUCT AND COMPANY IDENTIFICATION

Product name PolySpec 300EX Primer for Epoxies - Resin/Side A
Version # 1.0
Revision date 20-Jun-2008
Company information PolySpec
6614 Gant Road
Houston, TX 77066 US
Emergency Chemtrec (800) 424-9300
International (703) 527-3887

2. COMPOSITION / INFORMATION ON INGREDIENTS

Component(s)	CAS #	Percent
Bisphenol-A-(Epichlorohydrin) polymer	25068-38-6	< 90
Xylene	1330-20-7	< 10
Non-hazardous and other components below reportable levels		> 10
Composition comments	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	

3. HAZARDS IDENTIFICATION

Emergency overview Highly flammable. Irritating to eyes. In use, may form flammable/explosive vapor-air mixture. May cause sensitization by skin contact. Irritating to skin.

Irritating to respiratory system. Will be easily ignited by heat, spark or flames.

Potential short term health effects

Eyes Causes eye irritation.
Skin Irritating to skin. May cause sensitization by skin contact.
Inhalation Irritating to respiratory system.
Ingestion Do not ingest.

4. FIRST AID MEASURES

First aid

Eye contact Immediately flush eyes with plenty of water for at least 20 minutes.
Skin contact Remove and isolate contaminated clothing and shoes. Immediately flush skin with running water for at least 20 minutes. If skin irritation persists, call a physician. Wash off immediately with plenty of water.

Inhalation Move to fresh air. If breathing is difficult, give oxygen.

Ingestion Do not induce vomiting without medical advice. Drink plenty of water.

General advice Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Take off contaminated clothing and shoes immediately.

5. FIRE FIGHTING MEASURES

Unusual fire & explosion hazards Runoff to sewer may cause fire or explosion hazard. Containers may explode when heated. Vapors form flammable or explosive mixtures with air at room temperature. Vapor or gas may spread to distant ignition sources and flash back.

Hazardous combustion products Fire may produce irritating, corrosive and/or toxic gases. Irritating and toxic gases or fumes may be released during a fire.

Suitable extinguishing media Small Fires: Dry chemical, CO2, water spray or regular foam.

Large Fires: Water spray, fog or regular foam.

Fire fighting equipment/instructions

Move containers from fire area if you can do it without risk. If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also consider initial evacuation for 800 meters (1/2 mile) in all directions. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. ALWAYS stay away from tanks engulfed in flame. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. In the event of fire, wear self contained breathing apparatus.

Flash point

81 °F (27.2 °C) Pensky-Martens Closed Cup

6. ACCIDENTAL RELEASE MEASURES

Evacuation procedures

Keep unnecessary personnel away. Ventilate closed spaces before entering. Stay upwind. Keep out of low areas.

Containment procedures

Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Stop the flow of material, if this is without risk. Prevent entry into waterways, sewers, basements or confined areas. Dike the spilled material, where this is possible.

Personal precautions

Do not touch or walk through spilled material. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep people away from and upwind of spill/leak.

Environmental precautions

Prevent further leakage or spillage if safe to do so. Do not contaminate water.

Methods for cleaning up

Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Dike far ahead of liquid spill for later disposal. Avoid dust formation. Never return spills in original containers for re-use. Should not be released into the environment.

7. HANDLING AND STORAGE

Handling

Do not handle or store near an open flame, heat or other sources of ignition. Do not breathe gas/fumes/vapor/spray. All equipment used when handling the product must be grounded. Vapors may form explosive mixtures with air. Heat only in areas with appropriate exhaust ventilation. Wear personal protective equipment. Avoid contact with eyes. Do not get this material in contact with skin or eyes. Surfaces may become slippery after spillage.

Storage

Keep in a cool, well-ventilated place. This material can accumulate static charge which may cause spark and become an ignition source. Prevent electrostatic charge build-up by using common bonding and grounding techniques. The pressure in sealed containers can increase under the influence of heat. Keep away from heat and sources of ignition. Do not freeze.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure limits**ACGIH - Threshold Limits Values - Short Term Exposure Limits (TLV-STEL)**

Xylene 1330-20-7 150 Ppm STEL

ACGIH - Threshold Limits Values - Time Weighted Averages (TLV-TWA)

Xylene 1330-20-7 100 Ppm TWA

ACGIH - Threshold Limits Values - TLV Basis - Critical Effects

Xylene 1330-20-7 irritation

OSHA - Final PELs - Time Weighted Averages (TWAs)

Xylene 1330-20-7 100 Ppm TWA; 435 mg/m3 TWA

Personal protective equipment**Respiratory protection**

A NIOSH- approved air purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits.

Hand protection

Protective gloves.

Eye protection

Wear chemical goggles. Face-shield. Wear face-shield and protective suit for abnormal processing problems.

Skin and body protection

Wear suitable protective clothing. Wear appropriate chemical resistant clothing. Wear appropriate chemical resistant gloves.

General

Structural firefighters protective clothing will only provide limited protection. Avoid contact with the skin and the eyes.

Engineering measures to reduce exposure

Provide adequate local exhaust ventilation to maintain worker exposure below exposure limits.

Hygiene measures

When using do not smoke. Handle in accordance with good industrial hygiene and safety practice. Avoid contact with the skin and the eyes.

9. PHYSICAL & CHEMICAL PROPERTIES

Density	9.2047 lb/gal
Form	Liquid.
Specific gravity	1.105

10. CHEMICAL STABILITY & REACTIVITY INFORMATION

Stability	Risk of ignition.
Conditions to avoid	Heat, flames and sparks. Vapors may form explosive mixture with air.
Hazardous polymerization	Will not occur.
Incompatibility	Strong oxidizing agents.

11. TOXICOLOGICAL INFORMATION

Local effects	Irritating to respiratory system. Irritating to eyes. Irritating to skin. May cause sensitization by skin contact.
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Component analysis - LD50

NIOSH - Selected LD50s and LC50s

Bisphenol-A-(Epichlorohydrin) polymer	25068-38-6	Oral LD50 Rat: 11400 mg/kg; Oral LD50 Mouse: 15600 mg/kg
Xylene	1330-20-7	Inhalation LC50 Rat: 5000 ppm/4H; Oral LD50 Rat: 4300 mg/kg; Dermal LD50 Rabbit: >1700 mg/kg

Sensitization	May cause sensitization by skin contact.
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Carcinogenicity

ACGIH - Threshold Limits Values - Carcinogens

Xylene	1330-20-7	A4 - Not Classifiable as a Human Carcinogen
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Routes of exposure	Inhalation. Skin contact.
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12. ECOLOGICAL INFORMATION

Ecotoxicity	Components of this product are hazardous to aquatic life.
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Environmental effects	Harmful to aquatic life.
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Ecotoxicity - Freshwater Fish Species Data

Xylene	1330-20-7	96 Hr LC50 fathead minnow: 13.4 mg/L (flow-through); 96 Hr LC50 rainbow trout: 8.05 mg/L (flow-through); 96 Hr LC50 bluegill: 16.1 mg/L (flow-through)
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Ecotoxicity - Microtox Data

Xylene	1330-20-7	24 Hr EC50 Photobacterium phosphoreum: 0.0084 mg/L
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Ecotoxicity - Water Flea Data

Xylene	1330-20-7	48 Hr EC50 water flea: 3.82 mg/L
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13. DISPOSAL CONSIDERATIONS

Waste codes	D001: Waste Flammable material with a flash point <140 F
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Disposal instructions	Dispose in accordance with all applicable regulations. This product, in its present state, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261.4 (b)(4)). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the product meets RCRA criteria for hazardous waste. Consult authorities before disposal. If discarded, this product is considered a RCRA ignitable waste, D001. Incinerate the material under controlled conditions in an approved incinerator. Dispose of this material and its container at hazardous or special waste collection point.
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14. TRANSPORTATION INFORMATION

Department of Transportation (DOT) Requirements

Proper shipping name	PAINT RELATED MATERIAL
Hazard class	3
Special provisions	B1, B52, IB3, T2, TP1
Packaging exceptions	150
Packaging non bulk	173
Packaging bulk	242
Quantity limits passenger	60 L
Quantity limits cargo	220 L
Vessel stowage location	A
UN number	UN1263
Packaging group	III
Labels required	3
ERG number	128

DOT



International Air Transport Association (IATA) Requirements

Proper shipping name	PAINT RELATED MATERIAL
Hazard class	3
Special provisions	B1, B52, IB3, T2, TP1
Packaging exceptions	150
Packaging non bulk	173
Packaging bulk	242
Quantity limits passenger	60 L
Quantity limits cargo	220 L
Vessel stowage location	A
UN number	UN1263
Packaging group	III
Labels required	3
Passenger Cargo Pkg Inst	Y309
LQ	309
Packaging Instructions	310
Pkg Inst Cargo Only	

IATA



International Maritime Dangerous Goods (IMDG) Code Requirements

Proper shipping name	PAINT
Hazard class	3
Special provisions	163, 640E
Packaging exceptions	150
Packaging non bulk	173
Packaging bulk	242
Quantity limits passenger	60 L
Quantity limits cargo	220 L
Vessel stowage location	A
Item	F1
UN number	UN1263
Packaging group	III
Labels required	3
Hazard ID	30
Transport Category	3

IMDG



15. REGULATORY INFORMATION

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

All components are on the U.S. EPA TSCA Inventory List.

CERCLA/SARA - Section 313 - Emission Reporting

Xylene	1330-20-7	1.0 % de minimis concentration
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Inventory - European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)

Xylene	1330-20-7	215-535-7
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Inventory - United States - Section 8(b) Inventory (TSCA)

Bisphenol-A-(Epichlorohydrin) polymer	25068-38-6	XU
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Xylene	1330-20-7	Present
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Occupational safety and health administration (OSHA)

29 CFR 1910.1200 hazardous chemical	Yes
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CERCLA (superfund) reportable quantity

Xylene: 100.0000

Superfund amendments and reauthorization act of 1986 (SARA)

Section 302 extremely hazardous substance	No
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Section 311 hazardous chemical	Yes
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Hazard categories	Immediate Hazard - Yes
	Delayed Hazard - Yes
	Fire Hazard - Yes
	Pressure Hazard - No
	Reactivity Hazard - No

NFPA ratings

Health: 2
Flammability: 3
Instability: 0

International regulations

Canada - 2004 NPRI (National Pollutant Release Inventory)

Xylene	1330-20-7	Part 1, Group 1 Substance; Part 5 Substance
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State regulations

Massachusetts - Right To Know List

Xylene	1330-20-7	Present
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New Jersey - Right to Know Hazardous Substance List

Xylene	1330-20-7	sn 2014
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Pennsylvania - RTK (Right to Know) List

Xylene	1330-20-7	Environmental hazard
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16. OTHER INFORMATION

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release.

Issue date

20-Jun-2008

1. PRODUCT AND COMPANY IDENTIFICATION

Product name PolySpec 300EX Primer for Epoxies - Hardener/Side B
Version # 1.0
Revision date 20-Jun-2008
Company information PolySpec
6614 Gant Road
Houston, TX 77066 US
Emergency Chemtrec (800) 424-9300
International (703) 527-3887

2. COMPOSITION / INFORMATION ON INGREDIENTS

Component(s)	CAS #	Percent
Benzyl Alcohol	100-51-6	< 40
Xylene	1330-20-7	< 10
Non-hazardous and other components below reportable levels		> 60
Composition comments This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.		

3. HAZARDS IDENTIFICATION

Emergency overview Highly flammable. Irritating to eyes. In use, may form flammable/explosive vapor-air mixture. Irritating to skin.

Irritating to respiratory system. Will be easily ignited by heat, spark or flames.

Potential short term health effects

Eyes Causes eye irritation.
Skin Irritating to skin.
Inhalation Irritating to respiratory system.
Ingestion Do not ingest.

4. FIRST AID MEASURES

First aid

Eye contact Immediately flush eyes with plenty of water for at least 20 minutes.
Skin contact Remove and isolate contaminated clothing and shoes. If skin irritation persists, call a physician. Wash off immediately with plenty of water.
Inhalation If breathing is difficult, give oxygen. Move to fresh air.
Ingestion Drink plenty of water. Do not induce vomiting without medical advice.
General advice Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. FIRE FIGHTING MEASURES

Unusual fire & explosion hazards Vapors form flammable or explosive mixtures with air at room temperature. Vapor or gas may spread to distant ignition sources and flash back. Runoff to sewer may cause fire or explosion hazard. Containers may explode when heated.

Hazardous combustion products Irritating and toxic gases or fumes may be released during a fire. Fire may produce irritating, corrosive and/or toxic gases.

Suitable extinguishing media Carbon dioxide (CO2). Alcohol foam. Water Fog. Polymer foam. Dry chemical powder.

Fire fighting equipment/instructions Move containers from fire area if you can do it without risk. In the event of fire, wear self contained breathing apparatus. If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also consider initial evacuation for 800 meters (1/2 mile) in all directions. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. ALWAYS stay away from tanks engulfed in flame. For massive fire, use unmanned hose holders or monitor nozzles; if this is impossible, withdraw from area and let fire burn. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire.

Flash point

81 °F (27.2 °C) Pensky-Martens Closed Cup

6. ACCIDENTAL RELEASE MEASURES

Evacuation procedures	Keep unnecessary personnel away. Ventilate closed spaces before entering. Stay upwind. Keep out of low areas.
Containment procedures	Eliminate all ignition sources (no smoking, flares, sparks, or flames in immediate area). Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas.
Personal precautions	Do not touch or walk through spilled material. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep people away from and upwind of spill/leak.
Environmental precautions	Prevent further leakage or spillage if safe to do so. Do not contaminate water.
Methods for cleaning up	Avoid dust formation. Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Dike far ahead of liquid spill for later disposal. Never return spills in original containers for re-use. Should not be released into the environment.

7. HANDLING AND STORAGE

Handling	Do not handle or store near an open flame, heat or other sources of ignition. Vapors may form explosive mixtures with air. Heat only in areas with appropriate exhaust ventilation. Do not breathe gas/fumes/vapor/spray. All equipment used when handling the product must be grounded. Wear personal protective equipment. Avoid contact with eyes. Surfaces may become slippery after spillage.
Storage	Keep away from heat and sources of ignition. Keep in a cool, well-ventilated place. This material can accumulate static charge which may cause spark and become an ignition source. Prevent electrostatic charge build-up by using common bonding and grounding techniques. The pressure in sealed containers can increase under the influence of heat. Do not freeze.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure limits**ACGIH - Threshold Limits Values - Short Term Exposure Limits (TLV-STEL)**

Xylene 1330-20-7 150 Ppm STEL

ACGIH - Threshold Limits Values - Time Weighted Averages (TLV-TWA)

Xylene 1330-20-7 100 Ppm TWA

ACGIH - Threshold Limits Values - TLV Basis - Critical Effects

Xylene 1330-20-7 irritation

OSHA - Final PELs - Time Weighted Averages (TWAs)

Xylene 1330-20-7 100 Ppm TWA; 435 mg/m3 TWA

Personal protective equipment

Respiratory protection A NIOSH- approved air purifying respirator with an organic vapor cartridge or canister may be permissible under certain circumstances where airborne concentrations are expected to exceed exposure limits.

Hand protection Protective gloves.

Eye protection Wear chemical goggles. Face-shield.

Skin and body protection Wear suitable protective clothing. Wear appropriate chemical resistant clothing.

General Avoid contact with the skin and the eyes. Structural firefighters protective clothing will only provide limited protection.

Engineering measures to reduce exposure Provide adequate local exhaust ventilation to maintain worker exposure below exposure limits.

Hygiene measures When using do not smoke. Handle in accordance with good industrial hygiene and safety practice. Avoid contact with the skin and the eyes.

9. PHYSICAL & CHEMICAL PROPERTIES

Density	8.4133 lb/gal
Form	Liquid.
Specific gravity	1.01

10. CHEMICAL STABILITY & REACTIVITY INFORMATION

Stability	Risk of ignition.
Conditions to avoid	Heat, flames and sparks. Vapors may form explosive mixture with air.

Product name: PolySpec 300EX Primer for Epoxies - Hardener/Side B

Material ID: 867 Version #: 1.0 Revision date: 20-JUN-2008 Print date: 20-JUN-2008

MSDS US

2 / 5

Hazardous polymerization

Will not occur.

Incompatibility

Acids. Amines. Caustics. Isocyanates. Strong oxidizing agents. Will form explosive mixtures in air.

11. TOXICOLOGICAL INFORMATION

Local effects

Irritating to respiratory system. Irritating to eyes. Irritating to skin.

Component analysis - LD50**NIOSH - Selected LD50s and LC50s**

Xylene	1330-20-7	Inhalation LC50 Rat: 5000 ppm/4H; Oral LD50 Rat: 4300 mg/kg; Dermal LD50 Rabbit: >1700 mg/kg
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Carcinogenicity**ACGIH - Threshold Limits Values - Carcinogens**

Xylene	1330-20-7	A4 - Not Classifiable as a Human Carcinogen
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Routes of exposure

Inhalation. Skin contact.

12. ECOLOGICAL INFORMATION

Ecotoxicity

Components of this product are hazardous to aquatic life.

Environmental effects

Harmful to aquatic life.

Ecotoxicity - Freshwater Fish Species Data

Xylene	1330-20-7	96 Hr LC50 fathead minnow: 13.4 mg/L (flow-through); 96 Hr LC50 rainbow trout: 8.05 mg/L (flow-through); 96 Hr LC50 bluegill: 16.1 mg/L (flow-through)
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Ecotoxicity - Microtox Data

Xylene	1330-20-7	24 Hr EC50 Photobacterium phosphoreum: 0.0084 mg/L
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Ecotoxicity - Water Flea Data

Xylene	1330-20-7	48 Hr EC50 water flea: 3.82 mg/L
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13. DISPOSAL CONSIDERATIONS

Waste codes

D001: Waste Flammable material with a flash point <140 F

Disposal instructions

This product, in its present state, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261.4 (b)(4)). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the product meets RCRA criteria for hazardous waste. Consult authorities before disposal. If discarded, this product is considered a RCRA ignitable waste, D001. Incinerate the material under controlled conditions in an approved incinerator. Dispose of this material and its container at hazardous or special waste collection point. Dispose in accordance with all applicable regulations.

14. TRANSPORTATION INFORMATION

Department of Transportation (DOT) Requirements

Proper shipping name	PAINT RELATED MATERIAL
Hazard class	3
Special provisions	B1, B52, IB3, T2, TP1
Packaging exceptions	150
Packaging non bulk	173
Packaging bulk	242
Quantity limits passenger	60 L
Quantity limits cargo	220 L
Vessel stowage location	A
UN number	UN1263
Packaging group	III
Labels required	3
ERG number	128

DOT



International Air Transport Association (IATA) Requirements

Proper shipping name	PAINT RELATED MATERIAL
Hazard class	3
Special provisions	B1, B52, IB3, T2, TP1
Packaging exceptions	150
Packaging non bulk	173
Packaging bulk	242
Quantity limits passenger	60 L
Quantity limits cargo	220 L
Vessel stowage location	A
UN number	UN1263
Packaging group	III
Labels required	3
Passenger Cargo Pkg Inst	Y309
LQ	309
Packaging Instructions	310
Pkg Inst Cargo Only	

IATA

**International Maritime Dangerous Goods (IMDG) Code Requirements**

Proper shipping name	PAINT
Hazard class	3
Special provisions	163, 640E
Packaging exceptions	150
Packaging non bulk	173
Packaging bulk	242
Quantity limits passenger	60 L
Quantity limits cargo	220 L
Vessel stowage location	A
Item	F1
UN number	UN1263
Packaging group	III
Labels required	3
Hazard ID	30
Transport Category	3

IMDG

**15. REGULATORY INFORMATION**

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

CERCLA/SARA - Section 313 - Emission Reporting

Xylene 1330-20-7 1.0 % de minimis concentration

Inventory - European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)

Xylene 1330-20-7 215-535-7

Inventory - United States - Section 8(b) Inventory (TSCA)

Xylene 1330-20-7 Present

Occupational safety and health administration (OSHA)

29 CFR 1910.1200 Yes
hazardous chemical

CERCLA (superfund) reportable quantity

Xylene: 100.0000

Superfund amendments and reauthorization act of 1986 (SARA)

Section 302 extremely hazardous substance No
Section 311 hazardous chemical Yes

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - Yes
Pressure Hazard - No
Reactivity Hazard - No

NFPA ratings

Health: 2
Flammability: 3
Instability: 0

International regulations**Canada - 2004 NPRI (National Pollutant Release Inventory)**

Xylene 1330-20-7 Part 1, Group 1 Substance; Part 5 Substance

State regulations**Massachusetts - Right To Know List**

Xylene 1330-20-7 Present

New Jersey - Right to Know Hazardous Substance List

Xylene 1330-20-7 sn 2014

Pennsylvania - RTK (Right to Know) List

Xylene 1330-20-7 Environmental hazard

16. OTHER INFORMATION

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release.

Issue date

20-Jun-2008

MSDS sections updated

Disposal Considerations: Disposal instructions

1. PRODUCT AND COMPANY IDENTIFICATION

Product name RezRok 105 Epoxy Patching Compound - Resin/Side A
Version # 1.0
Revision date 09-Mar-2010
Company information PolySpec
6614 Gant Road
Houston, TX 77066 US
Emergency Chemtrec (800) 424-9300
International (703) 527-3887

2. COMPOSITION / INFORMATION ON INGREDIENTS

Component(s)	CAS #	Percent
Bisphenol-A-(Epichlorohydrin) polymer	25068-38-6	< 90
Non-hazardous and other components below reportable levels		> 10
Composition comments	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	

3. HAZARDS IDENTIFICATION

Emergency overview Irritating to eyes. May cause sensitization by skin contact. Irritating to skin.

Potential short term health effects

Eyes Causes eye irritation.
Skin Irritating to skin. May cause sensitization by skin contact.
Inhalation May cause irritation of respiratory tract.
Ingestion Do not ingest.

4. FIRST AID MEASURES

First aid

Eye contact Immediately flush eyes with plenty of water for at least 20 minutes.
Skin contact Remove and isolate contaminated clothing and shoes. If skin irritation persists, call a physician. Wash off immediately with plenty of water. Immediately flush skin with running water for at least 20 minutes.
Inhalation Call a physician if symptoms develop or persist. If breathing is difficult, give oxygen.
Ingestion Drink plenty of water. Do not induce vomiting without medical advice.

General advice Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Take off contaminated clothing and shoes immediately. If you feel unwell, seek medical advice (show the label where possible).

5. FIRE FIGHTING MEASURES

Suitable extinguishing media Small Fires: Dry chemical, CO2, water spray or regular foam.

Large Fires: Water spray, fog or regular foam.

Fire fighting equipment/instructions Move containers from fire area if you can do it without risk. Do not scatter spilled material with high pressure water streams. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. ALWAYS stay away from tanks engulfed in flame. If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also consider initial evacuation for 800 meters (1/2 mile) in all directions.

Flash point 480 °F (248.9 °C) Pensky-Martens Closed Cup

6. ACCIDENTAL RELEASE MEASURES

Evacuation procedures Stay upwind. Keep out of low areas. Keep unnecessary personnel away.

Containment procedures Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas.

Personal precautions	Do not touch or walk through spilled material. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Keep people away from and upwind of spill/leak.
Methods for cleaning up	Avoid dust formation. Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Dike far ahead of liquid spill for later disposal. Never return spills in original containers for re-use.

7. HANDLING AND STORAGE

Handling	Wear personal protective equipment. Avoid contact with eyes. Do not get this material in contact with skin or eyes. Do not handle or store near an open flame, heat or other sources of ignition. Surfaces may become slippery after spillage.
Storage	Keep in a cool, well-ventilated place. This material can accumulate static charge which may cause spark and become an ignition source. Prevent electrostatic charge build-up by using common bonding and grounding techniques. Do not freeze.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Personal protective equipment	
Respiratory protection	In case of insufficient ventilation wear suitable respiratory equipment. No personal respiratory protective equipment normally required.
Hand protection	Protective gloves.
Eye protection	Wear chemical goggles. Wear face-shield and protective suit for abnormal processing problems.
Skin and body protection	Wear appropriate chemical resistant clothing. Wear appropriate chemical resistant gloves. Wear suitable protective clothing.
General	Avoid contact with the skin and the eyes.
Engineering measures to reduce exposure	Provide adequate local exhaust ventilation to maintain worker exposure below exposure limits.
Hygiene measures	Avoid contact with the skin and the eyes. Handle in accordance with good industrial hygiene and safety practice. When using do not smoke.

9. PHYSICAL & CHEMICAL PROPERTIES

Density	10.0634 lb/gal
Form	Liquid.
Specific gravity	1.2076

10. CHEMICAL STABILITY & REACTIVITY INFORMATION

Stability	Stable at normal conditions.
Conditions to avoid	Direct sources of heat.
Incompatibility	None known.

11. TOXICOLOGICAL INFORMATION

Local effects	Irritating to eyes. Irritating to skin. May cause sensitization by skin contact.	
Component analysis - LD50		
NIOSH - Selected LD50s and LC50s		
Bisphenol-A-(Epichlorohydrin) polymer	25068-38-6	Oral LD50 Rat: 11400 mg/kg; Oral LD50 Mouse: 15600 mg/kg
Sensitization	May cause sensitization by skin contact.	
Routes of exposure	Skin contact.	

12. ECOLOGICAL INFORMATION

Ecotoxicity	Components of this product have been identified as having potential environmental concerns.
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13. DISPOSAL CONSIDERATIONS

Disposal instructions	Dispose in accordance with all applicable regulations. This product, in its present state, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261.4 (b)(4)). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the product meets RCRA criteria for hazardous waste.
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14. TRANSPORTATION INFORMATION

Department of Transportation (DOT) Requirements

Not regulated as dangerous goods.

International Air Transport Association (IATA) Requirements

Not regulated as dangerous goods.

International Maritime Dangerous Goods (IMDG) Code Requirements

Not regulated as dangerous goods.

15. REGULATORY INFORMATION

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Inventory - United States - Section 8(b) Inventory (TSCA)

Bisphenol-A-(Epichlorohydrin) polymer 25068-38-6 XU

Occupational safety and health administration (OSHA)

29 CFR 1910.1200 hazardous chemical Yes

CERCLA (superfund) reportable quantity

None

Superfund amendments and reauthorization act of 1986 (SARA)

Section 302 extremely hazardous substance No

Section 311 hazardous chemical Yes

Hazard categories Immediate Hazard - Yes
Delayed Hazard - Yes
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

NFPA ratings

Health: 2
Flammability: 1
Instability: 0

16. OTHER INFORMATION

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release.

Issue date

09-Mar-2010

MSDS sections updated

Hazards Identification: Hazard statements
Regulatory Information: US Federal Regulations
Regulatory Information: Canadian Regulations

1. PRODUCT AND COMPANY IDENTIFICATION

Product name RezRok 105 Epoxy Patching Compound - Hardener/Side B
Version # 1.0
Revision date 09-Mar-2010
Company information PolySpec
6614 Gant Road
Houston, TX 77066 US
Emergency Chemtrec (800) 424-9300
International (703) 527-3887

2. COMPOSITION / INFORMATION ON INGREDIENTS

Component(s)	CAS #	Percent
Carbon black	1333-86-4	< 0.1
Non-hazardous and other components below reportable levels		> 90
Composition comments This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.		

3. HAZARDS IDENTIFICATION

Potential short term health effects

Eyes Contact with eyes may cause irritation.
Skin Not expected to be a primary skin irritant.
Inhalation May cause irritation of respiratory tract.

4. FIRST AID MEASURES

First aid

Eye contact Flush eyes with water as a precaution. If irritation persists get medical attention.
Skin contact Rinse with water. Get medical attention if irritation develops or persists.
Inhalation Call a physician if symptoms develop or persist. If breathing is difficult, give oxygen.
General advice If you feel unwell, seek medical advice (show the label where possible).

5. FIRE FIGHTING MEASURES

Suitable extinguishing media Small Fires: Dry chemical, CO2, water spray or regular foam.
Large Fires: Water spray, fog or regular foam.
Fire fighting equipment/instructions Move containers from fire area if you can do it without risk. Do not scatter spilled material with high pressure water streams. Withdraw immediately in case of rising sound from venting safety devices or any discoloration of tanks due to fire. ALWAYS stay away from tanks engulfed in flame. If tank, rail car or tank truck is involved in a fire, ISOLATE for 800 meters (1/2 mile) in all directions; also consider initial evacuation for 800 meters (1/2 mile) in all directions.
Flash point 360 °F (182.2 °C) Pensky-Martens Closed Cup

6. ACCIDENTAL RELEASE MEASURES

Evacuation procedures Keep unnecessary personnel away.
Containment procedures Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible.
Methods for cleaning up Absorb with earth, sand or other non-combustible material and transfer to containers for later disposal. Dike far ahead of liquid spill for later disposal. Never return spills in original containers for re-use.

7. HANDLING AND STORAGE

Handling Do not handle or store near an open flame, heat or other sources of ignition. Surfaces may become slippery after spillage.

Storage

Keep in a cool, well-ventilated place. This material can accumulate static charge which may cause spark and become an ignition source. Prevent electrostatic charge build-up by using common bonding and grounding techniques. Do not freeze.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Exposure limits**ACGIH - Threshold Limits Values - Time Weighted Averages (TLV-TWA)**

Carbon black	1333-86-4	3.5 Mg/m3 TWA
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ACGIH - Threshold Limits Values - TLV Basis - Critical Effects

Carbon black	1333-86-4	lung
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OSHA - Final PELs - Time Weighted Averages (TWAs)

Carbon black	1333-86-4	3.5 Mg/m3 TWA
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Personal protective equipment

Respiratory protection In case of insufficient ventilation wear suitable respiratory equipment. No personal respiratory protective equipment normally required.

Eye protection Avoid contact with eyes.

Skin and body protection Wear suitable protective clothing.

Engineering measures to reduce exposure Provide adequate local exhaust ventilation to maintain worker exposure below exposure limits.

Hygiene measures When using do not smoke. Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL & CHEMICAL PROPERTIES

Density 8.3091 lbs/gal

Form Liquid.

Specific gravity 0.9971

10. CHEMICAL STABILITY & REACTIVITY INFORMATION

Stability Stable at normal conditions.

Conditions to avoid Direct sources of heat.

Incompatibility None known.

11. TOXICOLOGICAL INFORMATION

Component analysis - LD50**NIOSH - Selected LD50s and LC50s**

Carbon black	1333-86-4	Oral LD50 Rat: >15400 mg/kg; Dermal LD50 Rabbit: >3 g/kg
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Carcinogenicity**ACGIH - Threshold Limits Values - Carcinogens**

Carbon black	1333-86-4	A4 - Not Classifiable as a Human Carcinogen
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12. ECOLOGICAL INFORMATION

Ecotoxicity Components of this product have been identified as having potential environmental concerns.

13. DISPOSAL CONSIDERATIONS

Disposal instructions This product, in its present state, when discarded or disposed of, is not a hazardous waste according to Federal regulations (40 CFR 261.4 (b)(4)). Under RCRA, it is the responsibility of the user of the product to determine, at the time of disposal, whether the product meets RCRA criteria for hazardous waste. Dispose in accordance with all applicable regulations.

14. TRANSPORTATION INFORMATION

Department of Transportation (DOT) Requirements

Not regulated as dangerous goods.

International Air Transport Association (IATA) Requirements

Not regulated as dangerous goods.

International Maritime Dangerous Goods (IMDG) Code Requirements

Not regulated as dangerous goods.

15. REGULATORY INFORMATION**US federal regulations**

This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Inventory - European Union - European Inventory of Existing Commercial Chemical Substances (EINECS)

Carbon black 1333-86-4 215-609-9

Inventory - United States - Section 8(b) Inventory (TSCA)

Carbon black 1333-86-4 XU

Occupational safety and health administration (OSHA)29 CFR 1910.1200 No
hazardous chemical**CERCLA (superfund) reportable quantity**

None

Superfund amendments and reauthorization act of 1986 (SARA)

Section 302 extremely hazardous substance No

Section 311 hazardous chemical No

Hazard categories Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No**NFPA ratings**Health: 0
Flammability: 1
Instability: 0**International regulations****Canada - WHMIS - Ingredient Disclosure List**

Carbon black 1333-86-4 1 % (English Item 309, French Item 1271)

State regulations**California - Proposition 65 - Carcinogens List**

Carbon black 1333-86-4 carcinogen, initial date 2/21/03 (airborne, unbound particles of respirable size)

Massachusetts - Right To Know List

Carbon black 1333-86-4 Present; Exempt when encapsulated or if particulates are not present and cannot be substantially generated through use of the product.

New Jersey - Right to Know Hazardous Substance List

Carbon black 1333-86-4 sn 0342

Pennsylvania - RTK (Right to Know) List

Carbon black 1333-86-4 Present

16. OTHER INFORMATION**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release.

Issue date

09-Mar-2010

Supplier: **plant equipment & services**

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER. **12**

☐ WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

☐ WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

WE PROPOSE USING POLYSPEC COATING MATERIALS.

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? ☐ Yes ☐ No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located: **tx**

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: ☐ Yes ☐ No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship	☐	Yes	☐	No
General Partnership	☐	Yes	☐	No
Limited Partnership	☐	Yes	☐	No
Corporation	☐	Yes	☐	No

Other

☐

Yes

☐

No

List Legal Names in
Company:

PLANT EQUIPMENT & SERVICES, INC.

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

Bryan Texas Utilities, Marcus Griffin, 979-821-5740; Hunt Regional Medical Ctr., Greenville, TX, Matt Ottwell, 903-408-1152; Mechanical Solutions, Dallas, TX, Mitch Fairless 972-893-3480

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? ☐ Yes ☐ No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	PLANT EQUIPMENT & SERVICES, INC.
Street Address of Principal Place of Business	5401 HWY 21 W
City, State, Zip	BRYAN, TX 77803
Phone of Principal Place of Business	979-779-8700
Fax of Principal Place of Business	979-779-8400
E-mail Address of Representative	PES1@PES-SOLUTIONS.COM
Federal Identification Number	74-2796925
Date	06/13/2012
Acknowledgement of Addenda	#1 b #2 b #3 b #4 b #5 b #6 b
Authorized Representative Name	LAURIE A. CAUVEL
Authorized Representative Title	PRESIDENT
Signature (Required for paper bid submission)	LAURIE A. CAUVEL

Supplier: **plant equipment & services**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
OFFICE USE ONLY Date Received	
1	Name of person doing business with local governmental entity. no one
2	☒ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship. no one
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship. no one

Adopted 11/02/2005

FORM CIQ**CONFLICT OF INTEREST QUESTIONNAIRE****Page 2****For vendor or other person doing business with local governmental entity**

5

**Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.
none

6

no none **06/13/12**
Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

Supplier: **plant equipment & services**

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	☐	Yes	☐	No
Plan Room?	☐	Yes	☐	No
Collin County Web-Site?	☐	Yes	☐	No
Facsimile or email from BidSync?	☐	Yes	☐	No
Other				

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	☐	Yes	☐	No
Downloaded from Company Computer?	☐	Yes	☐	No
Requested a Copy from Collin County?	☐	Yes	☐	No

Other

Thank You,

Collin County Purchasing Department

Supplier: plant equipment & services**AFFIDAVIT OF COMPLIANCE**

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company **PLANT EQUIPMENT & SERVICES, INC.**

Title of Officer **PRESIDENT**

Name of Officer **LAURIE A. CAUVEL**

Date: **06/13/12**

No Bids

EnviroCon Systems, Inc. No flexible membrane liner in the scope matching our services. Thanks