



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000006958

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **VNDR** PCC: **E** Date: **05/31/19** PO Method: **SP** Dispatch: **Dispatch** Rev Dt: **Via Print**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: TDINDUSTRIES INC
 9525 DERRINGTON RD
 USA
 HOUSTON TX 77064-5803
United States

Ship To: 1P12 - Finance Admin Services
 4000 Jackson Avenue
 Austin TX 78731
 United States

Vendor ID: 1260464612 0

Bill To: 4000 Jackson Avenue
 Austin TX 78731
 United States

Purchaser: Sarah Marie Gresham
Phone: 512/465-4199
Fax: 512/465-5641
Email: Sarah.Gresham@txdmv.gov

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Provide all labor and materials to perform electrical services at the TxDMV Camp Hubbard Complex. Pricing and scope as per attached quote, provided by Shaun Nash of TDIndustries.
 Term of Service: 5/31/2019-6/30/2019.

MDF-CH-1, 3rd Floor - Ticket #285455

All work must be performed by an electrician licensed by the Texas Department of Licensing and Regulation.

TxDMV Contact:
 Will Comiskey
 (512) 465-1284
 Will.Comiskey@TxDMV.gov

Vendor Contact:
 Shaun Nash
 (512) 284-2685
 Shaun.Nash@TDIndustries.com

Change Orders:
 Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

Payment:
 Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV_FIN-INVOICES@txdmv.gov (note: There is an underscore "_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, which-ever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

Authorized Signature

Sarah M. Gresham, CTCM, CTCED

05/31/2019



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000006958

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
----------	------------------	------------	----------	-----	------------	--------------	----------

1- 1	Provide all labor and materials to install 50 amp disconnected circuit and whip in IT Closet, Bldg.1, 3rd floor (ticket#285455). Term of Service: 5/31/2019 - 6/30/2019.	910/82	1.0000	EA	\$1,331.11000	\$1,331.11	06/30/2019
------	--	--------	--------	----	---------------	------------	------------

Schedule Total

ReqID:
0000007731

Perform electrical services to install a 50 amp disconnected circuit and whip in the IT closet (Building 1, 3rd floor).

1. Provide labor and materials to run all raceways and wire from electrical panel
2. Provide labor and materials to mount a disconnect and install whip for IT equipment
3. Test, label, and verify proper operation of all new installations.
4. All necessary labor and materials provided for the above described work.

Item Total for Line # 1

Total PO Amount

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>

Authorized Signature

Sarah M. Gresham, CTCM, CTCED

05/31/2019

TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599



Texas State Board of Plumbing
P.O. Box 4200
Austin, TX 78765

Company:	TX Department of Motor Vehicles	Job Name:	Same
Address:	4000 Jackson Ave. Austin TX 78731	Address:	Same Same
Contact:	William Comiskey	Contact:	Same
Phone No.:	(512) 423-0454	Date:	
Email:	Will.Comiskey@txdmv.gov	Quote No.	QU -

We propose to perform electrical services to install a 50 amp disconnected circuit and whip in the IT closet

1. Provide labor and materials to run all raceways and wire from electrical panel
2. Provide labor and materials to mount a disconnect and install whip for IT equipment
3. Test, label, and verify proper operation of all new installations.
4. All necessary labor and materials provided for the above described work.

Total Price for Labor and Materials (Excluding Sales Tax)-----	<u>\$1,331.11</u>
--	--------------------------

* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

Shaun Nash

Electrical Service Supervisor
Cell # (512) 284-2685
Shaun.Nash@TDIndustries.com

Accepted by

Date



Clarifications:

- This proposal is based on performing work during **normal business hours**.
- All pricing is based on award of contract and work commence not later than **60 days** from the date of this proposal with pricing subject to review after **30 days** from the date of proposal.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor we will validate under Contractors Building Code permit.
- Price is based on the assumption that the structure is of sufficient strength that all piping and equipment can be supported from it.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plans, specs and/or engineering data.
- Proposal is based on use of building elevators.

Exclusions:

- Payment or Performance Bonds.
- Additional work required meeting OSHA or NEC standards.
- Additional work that may be required by the city or building codes to meet existing codes.
- **Any additional work not listed in the scope above.**
- Any pre-existing conditions.
- Sheetrock cutting, removal or patching of any nature.
- Painting of any nature.
- Structural engineering or Structural work.
- Ceiling removal or replacement other than described in above scope of work.
- Landscaping repairs or replacement.
- Floor x-rays for concealed conduits or post tension cables. Any repairs are the owner's responsibility.
- Concrete cutting, removal and replacement.
- Energy Management System (EMS) or connection to the EMS.
- Openings or revisions to openings through steel beams in the building for penetrations.
- Fire-stopping of wall and ceiling penetrations.
- Preventive and required maintenance during first year.
- Roofing work.
- Cutting roof deck.
- Repair or replacement of faulty or inoperable components will be quoted and approved in advance.



THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE SET FORTH ON THE REVERSE SIDE AND THOSE CONTAINED IN ANY ATTACHMENTS HERETO.

1 EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

2 Workmanship - *Repair Installation* - TDIndustries, Inc. warrants its workmanship to be free from defects for a period of 12-months from the date of completion of the above equipment, goods, and material. *Sewer and Drain Cleaning* - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain will discharge warranty and incur additional costs for clearing stoppage.

This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.

Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

STANDARD TERMS AND CONDITIONS

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

1 TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim. TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

2 If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.

3 Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.

4 On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk of loss or damage to such equipment, goods, or material.

5 In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.

6 The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.

7 If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.

8 All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.

9 No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.

Revised 05-09-2008

TDIndustries, Ltd. 2701 Gattis School Rd., Bldg A, Suite 101, Round Rock, TX 78664 - 512-310-5060, Fax # 512-310-5069

License # A/C - TACL-A26339C, Plumbing - Larry Bartlett M-16723, and Electrical - 32734