



PERRIS UNION

HIGH SCHOOL DISTRICT

Formal Bidding Documents

Bid # 042522

PUHSD Summer Painting Project

Bid Responses due at 2:00 P.M. Monday, April 25, 2022

BID DOCUMENTS

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1. NOTICE TO BIDDERS

1. Notice is hereby given that the Board of Trustees of the Perris Union High School District (“District”), of the County of Riverside, State of California, will receive sealed bids for the PUHSD Summer Painting Project (together, the “Project”) up to, but not later than, 2:00 p.m., on Monday, April 25, 2022, and will thereafter publicly open and read aloud the bids. All bids shall be received at the District Office, Purchasing Department located at 155 E. 4th Street, Perris CA 92570 – Second Floor.
2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. Copies of the Contract Documents are available on the district website or by contacting Sylvia Hinojosa at sylvia.hinojosa@puhsd.org.
3. Each bid shall be accompanied by cash, a cashier’s or certified check, or a bidder’s bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. This is a public works project and the successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>. The Contractor and all subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor’s responsibility to determine any rate change.
5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code § 22300 is permitted.
7. Pursuant to Public Contract Code § 4104, each bid shall include the name, license number, and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contractor in excess of one-half of one percent (0.5%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.
8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code § 5100 et seq. The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.
9. Minority, female, and disabled veteran contractors are encouraged to submit bids.

10. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
11. Each bidder must possess at the time the bid is awarded one or more of the following classifications of California State Contractor's license: Class C-33 – Painting & Decorating Contractor; Class B – General Building Contractor
12. The Board of Trustees has not found that the Project is substantially complex and therefore requires a standard retention amount of only five percent (5%).
13. **Bidders' Conference and Site Walk.** A bidders' conference and Site Walk in compliance with Public Contract Code § 6610 and will begin at Heritage High School, 26001 Briggs Road, Menifee, CA 92585 on Wednesday, April 13, 2022 at 10:00 a.m. for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. Failure to attend the conference will result in the disqualification of the bid of the non-attending bidder.
15. A payment bond is required for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000). Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

By: Perris Union High School District, Purchasing Department
155 E. 4th Street Perris, CA 92570
Attn: Sylvia Hinojosa
[Email: sylvia.hinojosa@puhsd.org](mailto:sylvia.hinojosa@puhsd.org)

DATED: March 28, 2022

Publication Date: April 4, 2022

Notice sent to the following contractor trade journals in compliance with Public Contract Code §§ 22036, 22037:

- 1) Construction BidBoard (Ebidboard), Date: March 28, 2022
- 2) Dodge Data and Analytics, Date: March 28, 2022
- 3) Associated General Contractors of America, Date: March 28, 2022
- 4) BidAmerica, Date: March 28, 2022

2. INSTRUCTIONS TO BIDDERS

Each bid submitted to the Perris Union High School District (“District”) for the PUHSD Summer Painting Project (“Project”) shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. Deadline For Receipt of Bids. Each bid shall be sealed and submitted to the Purchasing Department no later than 2:00 p.m. on Monday, April 25, 2022. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder.

2. Schedule of Events.

Event	Dates
Publish Bid Documents	3/28/22 & 4/04/22
Mandatory Site Visit Beginning at Pathways for Adult Life Skills School	4/13/22
Requests for Clarifications to the Bid Documents Due	4/15/22
Responses to Requests for Clarifications Sent	4/19/22
Responses to the Bid Documents Due	4/25/22
District Sends Out Notice of Intent to Award	4/29/22
District Awards Project at May Board Meeting	5/18/22

3. Bidders’ Conference and Site Walk. A bidders’ conference and “Site Walk” will begin at Heritage High School on Wednesday, April 13, 2022 at 10:00 a.m., for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. The failure to attend the conference will result in the disqualification of the bid of the non-attending bidder.
4. Requests for Information. A bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder’s right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject only to the limitations of Public Contract Code § 1104. To the fullest extent permitted by law District expressly disclaims responsibility for assumptions a bidder may draw from the presence or absence of information in the bid documents. Any questions relative to the bid shall be in writing and directed to the Purchasing Department at the address specified for receipt of bid proposals. These requests shall be submitted to the District on the date specified in Section 2 of Instruction to Bidders, “Schedule of Events.”
5. Bid Proposal Forms. All bid proposals shall be made on the form provided by the District. All items on the form shall be filled out in ink or typed. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

6. Execution of Forms. Each bid shall give the full business address of the bidder and must be signed by the bidder or bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).
7. Bid Security. Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, may result in rejection of the bid.
8. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code § 5103.
9. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code § 4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.
10. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.
11. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive bidder, subject to Board of Trustees approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.

12. Execution of Contract. The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the bidder's bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.
13. Drawings and Specifications. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.
14. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's availability to perform the Contract and any other required evidence of the bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.
15. Taxes. Applicable taxes shall be included in the bid prices.
16. Bid Exceptions. Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the Scope of Work, the Bidder shall submit those comments to the District for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. Emailed or faxed bids or modifications will not be accepted.
17. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.
18. Quantities. The quantities shown on the plans and specifications are approximate. The District reserves the right to increase or decrease quantities as desired.
19. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.
20. Samples. On request, samples of any products being bid shall be furnished to the District.

21. Substitutions. In describing any item, the use of a manufacturer or brand does not restrict bidding to that manufacturer or brand, but is intended only to indicate quality and type of item desired, except as provided in Public Contract Code § 3400. Substitute products may be considered either prior to or after the award of the Contract in accordance with § 3400 and as set forth in either the Special Conditions or the Specifications. All data substantiating the proposed substitute as an “equal” item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.
22. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.
23. Bid Negotiations. A bid response to any specific item of the bid using terms such as “negotiable,” “will negotiate,” or similar phrases, will be considered non-responsive.
24. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779.
25. Allowances. An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.
26. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§ 4100 et sq., every bidder shall, on the enclosed Subcontractor List Form, set forth:
 - a. The name, license number, and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half of the one percent (0.5%) of the bidder’s total bid.
 - b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent (0.5%) of the bidder’s total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§ 4100 et seq., either:
 - 1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;

- 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
 - 3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.
27. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No bidder shall visit the site without prior authorization of the District. Bidders shall contact Purchasing Department designee for coordination of site visits.
28. Form and Approval of Contract. The Contract Documents must be approved by the Board of Trustees of the District and its legal counsel. The bidder selected by the District shall execute the contract provided by the District.
29. Licenses and Permits. Each bidder shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.
30. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to Labor Code § 1777.7.
31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.
32. Contractor's State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board.
33. Fingerprinting. By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code § 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity to the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others.

34. Labor Compliance Monitoring. The Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.
35. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code § 20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

X (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

_____ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.

_____ (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

36. Public Records Act. Responses to the Bid Documents will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET,” “CONFIDENTIAL,” or “PROPRIETARY” may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Any responses that indiscriminately identify all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked

“Confidential,” “Proprietary,” or “Trade Secret,” each respondents agrees, by submission of its response for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

37. Quality. All equipment and materials used should be new. Used, refurbished or repurposed equipment or material will not be acceptable.
38. Bid Protest. Any bid protest must be in writing and received by the District Office before 4:00 p.m. no later than five (5) calendar days following the issuance of a Notice of Intent to Award the bid, and shall comply with the following requirements:
 - a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.
 - b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
 - c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
 - d. The protest must include the name, address and telephone number of the person representing the protesting bidder.
 - e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted by the responding party concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - g. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. By submitting a bid each bidder agrees that failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

- h. Upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and render a decision in writing within 30 working days. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.
- i. The bidder may appeal the District's decision to the Board for its consideration.
- j. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

3. BID FORMS

Board of Trustees of the Perris Union High School District

Dear Members of the Board of Trustees:

The undersigned, doing business under the name of _____, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice to Bidders, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed PUHSD Summer Painting Project (“Project”), and having accurately completed the Bidder’s Questionnaire, proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID:

For the sum of

_____ Dollars (\$ _____).

ADDITIVE/DEDUCTIVE ALTERNATE *[if applicable]*:

Additive/Deductive Alternate #1 _____
Add/Subtract _____ Dollars (\$ _____)

Additive/Deductive Alternate #2 _____
Add/Subtract _____ Dollars (\$ _____)

Additive/Deductive Alternate #3 _____
Add/Subtract _____ Dollars (\$ _____)

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier’s check no. _____ of the _____ Bank for _____ Dollars (\$ _____) or Bidder’s Bond of the _____ surety company in an amount of not less than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the

Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

ADDENDA:

Receipt of the following addenda is hereby acknowledged:

Addendum # _____	Dated: _____	Addendum # _____	Dated: _____
Addendum # _____	Dated: _____	Addendum # _____	Dated: _____
Addendum # _____	Dated: _____	Addendum # _____	Dated: _____

Respectfully submitted,

Company: _____

Address: _____

By: _____
(Please Print Or Type)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Contractor's License No: _____ Expiration Date _____

Required Attachments: Subcontractor List Form
 Workers' Compensation Certificate
 Non-Collusion Declaration
 Bid Bond (or Cashier's or Certified Check)

WORKERS' COMPENSATION CERTIFICATE

Labor Code § 3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of Labor Code § 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

Contractor

By: _____

In accordance with Labor Code § 1860, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

NON-COLLUSION DECLARATION

To be executed by the bidder and submitted with the bid.

_____, declares that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date: _____
Signature _____

BID BOND

We, the Contractor, _____ as principal ("Principal"), and _____, as surety ("Surety"), are firmly bound unto the Perris Union High School District ("District") in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the District for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid ("Bid") dated _____, for the following project ("Project"): PUHSD Summer Painting Project.

Now, therefore, if the Principal does not withdraw its Bid within the period specified, and if the Principal is awarded the Contract and within the period specified fails to enter into a written contract with District, in accordance with the Bid as accepted, or fails to provide the proof of required insurance, the performance bond and/or the payment bond by an admitted surety within the time required, or in the event of unauthorized withdrawal of the Bid, if the Principal pays the District the difference between the amount specified in the Bid and the amount for which District may otherwise procure the required work and/or supplies, if the latter amount is in excess of the former, together with all related costs incurred by District, then the above obligation shall be void and of no effect. Otherwise, the Principal and Surety shall pay to the District the penal sum described above as liquidated damages.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the term of the Contract or the call for bids, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition.

In witness whereof the above-bound parties have executed this instrument under their several seals this _____ day of _____, 2019, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Principal/Contractor

By _____

Title: _____

(Corporate Seal)

Surety

Attach Attorney-In-Fact Certificate

By _____

Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

4. CONTRACT

This Contract (“Contract”) is made by and between the Perris Union High School District (“District”), and _____ (“Contractor”).

District and Contractor hereby agree as follows:

1. Description of Work (“Scope of Work”)

The Contractor agrees to furnish all labor, equipment, and materials other than the roofing material to be provided by the District, but including other equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete the following work:

Heritage High School

The project consists of painting all exterior surfaces at all buildings at Heritage High School, including the Kennedy, Reagan, Washington, Lincoln, Jefferson, and STEM Buildings, the Agricultural Research Facility, 2 stadium concession buildings, press box, baseball restroom building, and softball restroom building. Interior hallways in the Washington and Lincoln Buildings will also be painted, both upstairs and downstairs, as well as stairwells. All exterior doors of the campus to be painted inside and out including interior and exterior of door frames. Standing seam metal, siding and roof caps are not to be painted. Baked, prefinished metal is excluded from painting. Metal window awnings are to be painted.

Exterior

Stucco - Product Used: Spartashield SSSL10: DE6170 Rice Bowl RL#508

Stucco Accent - Product Used: Spartashield SSSL10: DE6376 Looking Glass RL#593

SUPER LOC: DE6369 Legendary Gray RL#592

Interior Walls - Hallways

Spartawall SWLL30: DEW341 Swiss Coffee RL#008

Metal to include doors, door frames, painted window frames and metal overhangs on exterior windows - see Dunn Edwards specifications.

Campus to be painted Red and Blue - see Rust-Oleum Modern Masters paint specifications. The red color will match the red that is located. Red color to match the red standing seam panels that are located on the Agriculture Building. Red and Blue colors to be coordinated with PUHSD Representatives.

Specifications contain information on mock ups. Above and beyond section 1.5 of the paint specs, bidders shall include two (2) mock ups of each color in the bid. The location will be chosen by PUHSD representatives. Mock ups are to include all areas representative of those to be painted, which include block, stucco, metal, a door, door frame, window frame, and interior hallways. The awarded bidder will work with the District representative for coordination of mock ups.

Contractor to include minor repair and patching to painted areas; this includes wood, metal, stucco and block areas.

Perris Lake High School

Project consists of painting the entire campus including all portables. All exterior surfaces including stucco, fascia, wood siding and handrails. All exterior doors to be painted on the interior and exterior of the door, including door frame. Painting will include site storage containers and painted structures, including shade structures.

Main Wall Color: DE6205 Stucco Tan

Entrance structure and wainscot accent: DE6207 Egyptian

Trim and doors: DE5872 Lakeville (Doors semi-gloss)

Door and window frames: DE5872 Lakeville (semi gloss)

Hand and guard rails: DE6207 Egyptian Sand (semi-gloss)

Paint sea vans DE6207 and utility enclosure gates DE6207 Egyptian Sand.

Specifications contain information on mock ups. Above and beyond section 1.5 of the paint specs, bidders shall include two (2) mock ups of each color in the bid. The location will be chosen by PUHSD representatives. Mock ups are to include all areas representative of those to be painted, which include block, stucco, metal, a door, door frame, window frame. The awarded bidder will work with the District representative for coordination of mock ups.

Contractor to include minor repair and patching to painted areas; this includes wood, metal, stucco and block areas.

Pathways to Adult Life Skills (PALS)

Project consists of painting the entire campus including all portables. All exterior surfaces including stucco, fascia, wood siding, previously painted window frames and handrails. Storage containers and metal downspouts are to be painted as well. All exterior doors to be painted on the inside and out, including door frames. All interior doors and door frames in the main Administration Building on the campus to be painted to match the exterior doors. This includes all doors to offices, hallways, and common areas in the administrative building.

Main wall color: DE6374 Silver Polish

Trim and underside of overhangs and exposed structures (lunch structure): DEHW08 Classic White

Interior and exterior door frames: DE6377 Boat Anchor

Interior and exterior doors and windows: DE6377 Boat Anchor

Specifications contain information on mock ups. Above and beyond section 1.5 of the paint specs, bidders shall include two (2) mock ups of each color in the bid. The location will be chosen by PUHSD representatives. Mock ups are to include all areas representative of those to be painted, which include block, stucco, metal, a door, door frame, window frame, and interior door and door frame. The awarded bidder will work with the District representative for coordination of mock ups.

Contractor to include minor repair and patching to painted areas; this includes wood, metal, stucco and block areas.

Pinacate Middle School

Project will include painting the exterior of the C building. Painting to include all exterior wall surfaces. Painting will also include all exterior doors and door frames, inside and out.

DE6083 - Badlands Sunset: exterior walls of C Building

DE6084 - Roxy Brown: exterior doors of C Building.

Specifications contain information on mock ups. Above and beyond section 1.5 of the paint specs, bidders shall include two (2) mock ups of each color in the bid. The location will be chosen by PUHSD representatives. Mock ups are to include all areas representative of those to be painted, which include block, stucco, metal, a door, door frame, window frame, and interior hallway. The awarded bidder will work with the District representative for coordination of mock ups.

Contractor to include minor repair and patching to painted areas; this includes wood, metal, stucco and block areas.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda and certifications, all approved change orders, the completed Bid Forms, the required Bonds and the Insurance forms, the Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any special conditions, and the Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of _____ Dollars (\$ _____), which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is a public works project subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with Labor Code § 1770 et seq.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed, estimated to be approximately June 13, 2022, and the Contractor shall fully complete all the work before August 1, 2022. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of five hundred dollars (\$500.00) per calendar day.

7. Audit.

The District and Contractor are subject to the examination and audit of the California State Auditor for a period of three (3) years after the final payment under this Contract, in compliance with Government Code §8546.7.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

PERRIS UNION HIGH SCHOOL DISTRICT

Name

Contractor Name

Signature

Contractor License No.
and Expiration Date

Title

Individual Signature

Date

Title

Date

For: _____
Corporation or Partnership

If Corporation, Seal Below.

5. PERFORMANCE BOND

WHEREAS, the Board of Trustees of the Perris Union High School District (“District”), at its meeting on _____, 2022, has awarded to _____ (“Principal”), the Contract for performance of the following project (“Project”): PUHSD Summer Painting Project.

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond to the District as obligee ensuring its full and faithful performance of the Contract Documents, which are fully incorporated herein by this reference,

NOW, THEREFORE, we, the Principal and _____, as Surety, hereby guarantee the Principal’s full, faithful and complete performance of the Contract Document requirements in the penal sum of _____ dollars (\$ _____) for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly, severally, and firmly by this agreement to perform or have performed all of the work and activities required to complete the Project pursuant to the Contract Documents and to pay to the District all damages the District incurs as a result of the Principal’s failure to fully perform in accordance with the Contract Documents.

The condition of the obligation is such that if the Principal, its heirs, executors, administrators, successors or assigns shall in all things abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any amendment thereof made as therein provided, on its or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall insure and indemnify and save harmless the District, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise, it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Contract Documents shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition.

In the event of the District's termination of the Contract due to the Principal’s breach or default of the Contract Documents, within sixty (60) days after written notice from the District to the Surety of the Principal’s breach or default of the Contract Documents and District's termination of the Contract, the Surety shall notify District in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the work of the Contract Documents and complete the work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the work.

In the event the Surety fails to issue its Notice of Election to District within the time specified herein, the District may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the work. The Principal and the Surety shall be each jointly and severally liable to the District for all damages and costs sustained by the District as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the District upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any work which increases the Contract Price.

Principal and Surety further agree to pay all costs incurred by the District in connection with enforcement of this bond, including, but not limited to the District's reasonable attorney's fees and costs incurred, with or without suit, in addition to any other sum required by this bond. Surety further agrees that death, dissolution, or bankruptcy of the Principal shall not relieve the Surety of its obligations hereunder.

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety on the _____ day of _____, 2022.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

PRINCIPAL

By: _____

TITLE _____

SURETY

By: _____

TITLE _____

The above bond is accepted and approved this _____ day of _____, 2019.

By: _____
Authorized District Signature

PAYMENT BOND

WHEREAS, the Perris Union High School District (“District”) and the Contractor, _____ (“Principal”) have entered into a contract (“Contract”) for the furnishing of all materials, labor, services, equipment, tools, supervision and transportation necessary, convenient and proper for the PUHSD Summer Painting Project (“Project”) which Contract dated _____, 2022, and all of the Contract Documents made part thereof are fully incorporated herein by this reference; and

WHEREAS, Contractor/Principal is required by California Civil Code Section 9550 et seq. to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and _____ as Surety, are held firmly bound unto District in the penal sum of \$_____ Dollars (\$_____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney’s fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, unless permitted pursuant to law.

In witness whereof, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 2022.

*To be signed by
Principal and Surety
and acknowledgment
and notarial seal to
be attached.*

PRINCIPAL

By:

Title

SURETY

By:

Title

The above bond is accepted and approved this _____ day of _____, 2022.

By: _____
Authorized District Signature

6. GENERAL CONDITIONS

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1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in the Scope of Work as described in Alternates is accepted by the District.

Approved: Approved by the District or the District's authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. When Architect is referred to within the Contract Documents and no architect or engineer has in fact been designated, the matter shall be referred to the District.

As Directed: As directed by the District or its Architect, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its Architect, unless otherwise indicated in the Contract Documents.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the Project, all references to the Construction Manager in these Contract Documents shall mean the District and/or its designee.

Contract: The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

Contract Documents: The Contract Documents are described in the Contract for this Project.

Contractor: The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor for the work of this Project.

District and/or Owner: The District, its Board of Trustees, authorized officers and employees, and authorized representatives.

DSA: The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

Final Completion: Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District's satisfaction.

Inspector: The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

Furnish: Purchase and deliver to the site of installation.

Board of Trustees: The Board of Trustees of the District.

Indicated or As Shown: Shown on drawings and/or as specified.

Install: Fix in place, for materials; and fix in place and connect, for equipment.

Modification: An authorized change to the Contract Documents which may or may not include a change in contract price and/or time.

Project: The total construction work and activities described in these Contract Documents.

Secure: Obtain.

Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

2. ARCHITECT

The Architect is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Architect. The Architect shall visit, inspect and observe the construction to determine general compliance with the Contract Documents, and interpret the drawings and Specifications consistent with their intent. The Architect shall evaluate the samples and other submittals required in the technical Specifications, and maintain an up-to-date log of all such items processed. The Architect will consult with the District, Contractor, and any state, county or city agency having jurisdiction over the work whenever necessary to further the best interests of the Project.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the

Notice to Bidders, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any special conditions, and the Specifications. The Contract Documents are complementary and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor's failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor's right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect (with written notice to the District's Construction Manager), who will issue instructions or corrections.

c. Lines and Planes

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. Standards

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned hereinafter, references to specification standards shall mean the edition, including amendments and supplements, in effect on the date of the Notice to Bidders. Where no standard is identified and a manufacturer is specified, the manufacturer's specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. Reference to the Singular

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number, such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. INTENT OF DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are to be read as an integrated document. The Contractor shall promptly report to the Architect any ambiguities, discrepancies, or errors which come to the Contractor's attention.
- b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, the Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.
- c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
 - 1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in the Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

- a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.

- b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.
- c. It shall be the responsibility of the Contractor to notify each prospective Subcontractor at the time of request for bids of all portions of the Contract Documents, including the General Conditions, special conditions and any parts of sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

- a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project.
- b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with best practices and consistent with adjacent or related installations on the Project.
- c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.
- d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

- a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment (other than those specified as being provided by the District), tools and appurtenances necessary to perform the work and complete it to the District's satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.
- b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall

be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

- c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor's and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and for the coordination of all trades, Subcontractors and persons engaged upon this Contract.
- d. Contractor shall do all cutting, fitting, or patching of Contractor's work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

8. RESPONSIBILITY OF CONTRACTOR

- a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including all work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.
- b. Contractor shall submit Verified Reports as defined in 24 California Code of Regulations ("CCR") §§ 4-336 and 4-343(c). The duties of the Contractor are as defined in 24 CCR § 4-343. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.
- c. Where any item of fabricated materials and/or equipment, indicated on drawings or specified is unobtainable and it becomes necessary, with the consent of the Architect and District, to substitute equivalent items differing in details or design, the Contractor shall promptly submit complete drawings and details indicating the necessary modifications of the work. To the extent the items represent a lower cost to contractor than what was originally specified, District shall be entitled to a corresponding decrease in the contract price. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.
- d. With respect to work performed at or near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff,

including, but not limited to, ensuring that all of Contractor's employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

9. SUBCONTRACTORS

- a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law, Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.
- b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS

- a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:
 - 1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.
 - 2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.
- b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.

- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor’s proposal for the performance of the required work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due to the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

11. INSURANCE

- a. Contractor shall obtain insurance from a company or companies acceptable to District. All required insurance must be written by an admitted company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best’s Insurance Guide’s latest edition. On a case-by-case basis, the District may accept insurance written by a company listed on the State of California Department of Insurance List of Eligible Surplus Lines (“LESLI List”) with a rating of A VIII or above as listed in Best’s Insurance Guides’ latest edition. Required documentation of such insurance shall be furnished to the District within the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved by the District and a notice to proceed has been issued.
- b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

Type of Coverage	Minimum Requirement
<p style="text-align: center;">Commercial General Liability</p> <p>Including Bodily Injury, Personal Property Damage, Advertising Injury, and Medical Payments.</p> <p>Each Occurrence</p> <p>General Aggregate</p>	<p style="text-align: center;">\$1,000,000</p> <p style="text-align: center;">\$2,000,000</p>
<p style="text-align: center;">Automobile Liability Insurance – Any Auto</p> <p>Each Occurrence</p>	<p style="text-align: center;">\$1,000,000</p>

General Aggregate	\$2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	\$1,000,000

- 1) General Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than:
 - a. \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate.

- 2) Automobile Liability Insurance: Covering bodily injury and property damage in an amount no less than \$1,000,000.00 combined single limit for each occurrence and \$2,000,000.00. Such insurance shall include coverage for owned, hired, and non-owned vehicles and be included on the umbrella/excess policy.

- c. The certificate(s) for the General Liability Policy(ies) and the Automobile Liability Policy specified above must state that the insurance is under an occurrence based, and not claims made, policy(ies) and shall be endorsed with the following specific language:

“The Perris Union High School District is an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

- d. The certificate(s) for both the General Liability Policy and the Automobile Liability Policy, shall be endorsed with the following specific language:
 - 1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies have been issued to each insured.
 - 2) The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.
 - 3) Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Owner by certified mail.

- 4) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
 - 5) The certificates must state that the insurance is under an occurrence based, and not a claims-made, or “modified occurrence,” policy (policies).
- e. Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: Certificates of insurance showing the limits of insurance provided, certified copies of all policies, and signed copies of the specified endorsements for each policy. At the time of making application for an extension of time, the Contractor shall submit evidence that the insurance policies will be in effect during the requested additional period of time.
- f. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages of the above mentioned classes for which the District might be held liable on account of the Contractor’s failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.
- g. Workers’ Compensation Insurance:
- 1) Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ have procured, for the period covered by the Contract, full Workers’ Compensation insurance and employer’s liability coverage in the amount of the statutory limit, with an insurance carrier satisfactory to the District for all persons whom the Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Workers’ Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the “Act”). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.
 - 2) If the Contractor fails to maintain such insurance, the District may take out worker’s compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.
 - 3) If an injury occurs to any employee of the Contractor for which the employee, or the employee’s dependents in the event of the employee’s death, is entitled to compensation under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor

under this Contract an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.

- 4) The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

12. CODES AND REGULATIONS

- a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations and shall promptly notify the Architect of any discrepancies.
- b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect and as may be required by federal or state law.
- c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:
 - 1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.
 - 2) The Division of the State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

- a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The

Contractor shall notify the District sufficiently in advance to submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.

- b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Board of Trustees, the Architect, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

15. SAFETY AND FIRE PREVENTION

- a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.
- b. Contractor is required to ensure Material Safety Data Sheets ("MSDS") are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protection procedures. A copy of the MSDS shall also be promptly submitted directly to the District.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and, if necessary, shall provide calculations proving the safety in so doing.
- d. If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of an adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety to workers and others.

- e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. HAZARDOUS MATERIALS

In the event the Contractor, or any Subcontractor, encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, other than the ACM identified for removal and/or abatement in the in the Scope of Work for the Project, and which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, when it has been rendered harmless by written agreement of the District and the Contractor, or upon agreement that the Contractor or a Subcontractor will perform the necessary abatement and/or removal as a part of the Project.

a. General:

- 1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.
- 2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite.
- 3) Any or all material containing greater than one tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material (“ACM”).
- 4) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.
- 5) All work or materials, new to the Project site, found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.

- 6) In compliance with Education Code § 32244, no lead based paint shall be used on the Project.

b. Decontamination and Removal of Hazardous Material from Contractor Work:

- 1) Decontamination and removal of new work found to contain asbestos or new work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (“EPA”).
- 2) The asbestos consultant shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.
- 3) The asbestos consultant shall be approved by the District which shall have sole discretion and final determination in this matter.
- 4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. Hold Harmless:

- 1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor’s risk and at Contractor’s discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the Owner, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor’s employees and agents with respect to the above-mentioned standards, hazards, risks and liabilities.
- 2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor’s employees and agents with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification:

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

- a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use

and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.

- b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the proper installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.
- c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore the premises and property to their original condition.
- d. See the special conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities.

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the special conditions.

19. TIME

- a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress as to ensure completion of this Project within, or sooner than, the time specified.
- b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.
- c. The Contractor and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District's opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without additional cost to the District until the work is

progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner according to the Project schedule is considered a breach of Contract and shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

- a. Within fifteen (15) calendar days after the award of the Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.
- b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.
- c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective and timely accomplishment of the entire Project.

21. DELAYS AND TIME EXTENSIONS

- a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor's control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be

in effect during the requested additional period of time. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may also be granted a time extension for a significant change in the Scope of Work which request for extension of time shall be included in a Contract modification proposal.

- c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual, substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.
- d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. LIQUIDATED DAMAGES

- a. The parties understand and agree that the goodwill, educational process, and other business of District will be damaged if the Project is not completed within the time limits required. The parties have further agreed that the exact amount of damages for failure to complete the Work within the time specified is, in some cases, extremely difficult, impractical, or impossible to determine. As to those damages that are difficult, impractical, or impossible to determine, should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains incomplete beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final Completion is due to acts of the District.
- b. In addition to any liquidated damages which may be assessed, if Contractor fails to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, and if as a result District finds it necessary to incur any costs and/or expenses, or if District receives any claims by other contractors, subcontractors, or third parties claiming time or other compensation by

reason of Contractor's failure to complete work on time, Contractor shall pay all those costs and expenses incurred by District. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees, whether related to the acquisition of facilities or caused by the delay in completion.

- c. Any money due or to become due the Contractor may be retained to cover liquidated and other delay damages. Should such money not be sufficient to cover those damages, the District shall have the right to recover the balance from the Contractor or Contractor's sureties.
- d. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated or other delay damages as set forth in this section.

23. DISTRICT'S RIGHT TO STOP WORK; TERMINATION OR SUSPENSION OF THE CONTRACT

a. District's Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor's failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

- 1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor's creditors or if a receiver should be appointed on account of Contractor's insolvency, then the District may give the Contractor and Contractor's Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor's Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor's Surety.

- 2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor's Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date of the issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor's Surety shall be liable for any excess cost incurred by the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination or Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

- 1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and
- 2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or suspension or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the termination or suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

25. COORDINATION WITH OTHER CONTRACTS

- a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other

contractors and will do nothing to delay, hinder, or interfere with the work of other contractors, or that of the District, its Architect and Construction Manager. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District, its Architect and Construction Manager on account of delay, hindrance, interference or other such events caused by a separate contractor.

- b. If any part of Contractor's work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District and Architect any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor's work prior to the execution of Contractor's work.
- c. If Contractor is aware of a current or potential conflict between Contractor's work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the other contractor, Contractor shall promptly provide written notice to the District, with a copy to the Architect and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict. The District may issue written instructions to address the conflict.
- d. If, through Contractor's negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make a reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District or Architect, on account of any damage alleged to have been so sustained, the District or Architect shall notify the Contractor, who shall defend such proceedings at Contractor's own expense and save harmless and indemnify the District and the Architect from any such claim.

26. SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES

- a. Five (5) copies of shop drawings, brochures and cuts and samples in quantities specified by the Architect shall be submitted to the Architect for all items for which they are required by the plans and Specifications. Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.
- b. In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor's name and address, Subcontractor's or supplier's name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor shall

make any corrections required and resubmit with all due haste in the same number as initially required.

- c. Review of submittals, shop drawings, cuts or samples by the District or Architect shall not relieve the Contractor from complying with the requirements of the Contract Documents.
- d. Any materials or equipment installed without approval shall be at the Contractor's own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor's own cost, including repairs to adjacent work.

27. PAYMENTS

a. Cost Breakdown:

Prior to submitting Contractor's first request for payment, the Contractor shall prepare and submit to the Architect and District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the Architect to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. Scope of Payment:

Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of the work.

c. Progress Payments:

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the Architect. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to

ninety five (95) percent of the approved estimate, unless a different retention percentage is stated in the Notice to Bidders, in which case that percentage applies. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, the Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d. Final Payment:

Within thirty (30) days after all required work is fully completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor (“Final Payment”). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor’s acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this Contract. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

e. Payments Do Not Imply Acceptance of Work:

The granting of any progress payment or payments by the District or the receipt thereof by the Contractor shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. Retention of Sums Charged Against Contractor:

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District’s charges against the Contractor,

the District shall have the right to recover the balance from the Contractor or the Contractor's Sureties.

g. Release:

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. Payment to Subcontractors and Suppliers:

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. Stop Notice Costs:

The District reserves the right to charge the Contractor or Surety, or to withhold from release of retention, all costs incurred by the District, including attorney's fees, for processing and defending stop notice claims.

28. MODIFICATIONS OF CONTRACT

a. Changes in the Work:

- 1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work ("Modifications"), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.
- 2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor's schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.
- 3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already

included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District's directive. Contractor's failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, at its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor's sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

1) Limitations Where Contract Price Changes are Involved:

- (a) Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification. "Overhead and profit" shall include all plant, equipment rental and repair, project management, field coordination, job site project supervision and indirect labor and materials.
- (b) Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
- (c) Taxes. State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue an exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to

complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§12650 *et seq.* It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Board of Trustees of the District.

“It is expressly understood that the value of the extra work or changes expressly includes any and all of the Contractor’s costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included herein are deemed waived.”

c. Unit Prices, Schedule of Values, or Allowances:

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. Time and Materials:

If it is impractical, because of the nature of the work, or for any other reason, to fix an increase in price in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

- 1) Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.
- 2) Material, including sales taxes and other taxes pertaining to materials.
- 3) Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.
- 4) Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.
- 5) The proportionate cost of premiums on bonds computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor’s overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. Oral Modifications:

No oral statements of any person shall in any manner or degree modify or otherwise affect the terms of the Contract.

29. INDEMNITY

Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code § 9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

30. WARRANTY OF TITLE

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

31. USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, as determined by the District, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor's responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

32. GUARANTEE AND WARRANTY

- a. By signing this Contract, Contractor agrees to the following guarantee and warranty:

Guarantee & Warranty

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of the Notice of Completion as follows.

Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor's failure to comply with the above-mentioned obligations within the ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor's expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

This guarantee and warranty does not limit any other applicable guarantee or warranty that may be longer.

33. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for each operation and all work on the Project, both permanent and temporary. The Contractor shall protect the work and materials from damage due to negligence, the action of the elements, the carelessness of third parties, vandalism, or any other cause whatsoever, until the final completion and acceptance of the Project. Should improper work by the Contractor be covered by another contractor and damage or defects result, the whole work affected shall be made good by the Contractor to the satisfaction of the Architect and District without expense to the District. The Contractor shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and Contractor shall be liable for any damage

thereto or interruption of service due to Contractor's operations. If the Contractor encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, Contractor shall promptly notify the Architect about them, and shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

- b. The property limits of the area of the Project are indicated on the drawings. Except for work specifically shown or noted, Contractor shall confine Contractor's operations within the indicated property limits. The Contractor shall provide, install, and maintain all shoring, bracing and underpinning necessary to support adjacent property, streets, buildings and structures, that may be affected by building operations for this work; shall serve or cause to be served all legal notices to adjoining property owners that may be necessary for their protection; and shall protect from damage all adjacent buildings, fences, landscaping, and repair or replace any such property damaged in the course of work under the Contract.

34. USE OF ROADWAYS AND WALKWAYS

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Contract Documents.

35. MATERIALS

- a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.
- b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice to bidders.
- c. While it is understood that penetration mastic currently in use at the Project site containing ACM will be removed and/or abated as a part of the Scope of Work, the Contractor agrees

that none of the materials to be provided, furnished or installed on this Project shall contain asbestos or any other “hazardous substance” as that term is defined by federal or state law.

36. SUBSTITUTIONS

- a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor, as specified in the Instructions to Bidders. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the Architect and District to make a thorough evaluation of the proposed substitution. The decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.
- b. Proposed substitutions shall be submitted sufficiently before actual need to allow time for thorough evaluation. Substitutions shall not be proposed for the reason that submittals were not made early enough to avoid delay. The review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and Specifications.
- c. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District’s approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design and review, plus reasonable and customary mark-ups.

37. TESTING

- a. Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor’s expense, including any repairs or replacement resulting therefrom. The Contractor shall notify the District and Architect when and where such materials, equipment or other work are ready for testing, and Contractor shall bear the cost of making them available for testing. The Contractor shall notify the District and Architect sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.
- b. The cost of initial tests called for will be paid by the District and will be performed by independent testing consultants retained by the District. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the

costs thereof shall be paid by the Contractor, including any repairs or replacement resulting therefrom.

38. INSPECTION

- a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District's and Architect's authorized representatives and representatives of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor's expense, when directed to do so by any of the above-named persons having authority over the work. The cost of review time and analysis by the Architect or other District consultants necessitated by incomplete or defective work by the Contractor shall be charged to the Contractor.
- b. Inspection and testing by the District or its representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.
- c. Whenever required by the District or Architect, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

39. CLEANUP

- a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.
- b. Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the finished conditions of the various new and existing surfaces at the time of acceptance. Prior to the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be

washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, and planting spaces and other work areas shall be similarly clean and in good order.

40. CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

a. Scope:

- 1) This Article includes requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.
- 2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.
- 3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.
- 4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.
- 5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste. Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References:

- 1) “Builders’ Guide to Reuse and Recycling, A Directory for Construction and Demolition Materials.”
- 2) “Construction Site Recycling, a Guide for Building Contractors.” For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.
- 3) “Where to Recycle Construction and Demolition Debris.” For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

c. Definitions:

- 1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials generated during the construction process but not incorporated into the work.
- 2) “Divert” means to use material for any lawful purpose other than disposal in a landfill or transfer facility for disposal
- 3) “Recycling Service” means an off-site service that provides processing of material and diversion from a landfill.
- 4) “Hauler” means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

- 1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinance, codes and standards.
- 2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement:

- 1) The Contractor shall divert a minimum of fifty percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control:

- 1) General:
 - i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.
- 2) Training and Coordination:
 - i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting the results of the Waste Management Plan for the Project.
 - ii) The Contractor shall furnish copies of the Waste Management Plan to all

on-site supervisors, each subcontractor, and the District's representative.

- iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.

3) The Waste Management Plan:

- i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including written and graphic information indicating how the waste will be diverted.
- ii) Include in the plan both on-site recycling of construction debris and off-site diversion from landfills.
- iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.
- iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number, and persons contacted.
- v) List the name of individuals on the Contractor's staff responsible for waste prevention and management.
- vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.
- vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site and equipment to be used for processing, sorting, and temporary storage of wastes.
- viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.
- ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location, and phone number.
- x) Identify the materials that cannot be recycled or reused with an explanation or justification, to be approved by the Architect.

The Contractor shall submit the Plan to the Architect within 10 calendar days after receipt of

the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the Architect. Review of the Contractor's Waste Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. Plan Implementation

- 1) The Contractor shall implement the approved Waste Management Plan.
- 2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to recycling facilities.
- 3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.
- 4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.
- 5) The District reserves the right to audit the log at any time.

h. Material Handling

- 1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.
- 2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

i. Contractor's Responsibilities

- 1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- 2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are non-hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non-hazardous and biodegradable.

41. INSTRUCTIONS AND MANUALS

Three copies of the maintenance instructions, application/installation instructions and service manuals called for in the Specifications shall be provided by the Contractor. These shall be complete as to drawings, details, parts lists, performance data and other information that may be required for the District to easily maintain and service the materials and equipment installed under this Contract. All manufacturer's application/installation instructions shall be given to the Architect at least ten (10) days prior to first material application or installation of the item. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered to the Architect for review prior to submitting to District, and the Contractor or appropriate Subcontractors shall instruct District's personnel in the operation and maintenance of the equipment prior to final acceptance of the Project.

42. AS-BUILT DRAWINGS

The Contractor and all Subcontractors shall maintain on the work site a separate complete set of contract drawings which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, duct work, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the Architect for review and approval within thirty (30) calendar days after District's notice of completion. District's acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

43. SUBSTITUTION OF SECURITIES

- a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial owner of the securities and shall receive any interest thereon. The Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.

- b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than 20 days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.
- c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code § 22300 and shall be subject to approval by District's counsel.

44. NO DISCRIMINATION

It is the policy of the District that, in connection with all work performed under this public works contract, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code § 12900, Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by all Subcontractors and suppliers.

45. LABOR STANDARDS

a. Work Hours:

In accordance with Labor Code § 1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by Labor Code § 1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. Penalty:

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. Employment of Apprentices:

Contractor shall comply with Labor Code §§ 1773.3, 1777.5 and 1777.6, and 3077 et. seq., each of which is incorporated by reference into this Contract. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

- d. The Contractor shall be knowledgeable of and comply with Labor Code §§ 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

46. GENERAL RATE OF PER DIEM WAGES

- a. On File:

As required by Labor Code § 1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

- b. Prevailing Wage Rate:

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code § 1771 and 1774 and 8 CCR § 16000(a).

- c. Penalty:

In accordance with Labor Code § 1775, the Contractor shall forfeit to the District as penalty, the sum of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

47. RECORD KEEPING

- a. The Contractor agrees to comply with Labor Code §§ 1776 and 1812. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours

worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified; shall be submitted electronically at least monthly to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations; and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Standards Enforcement of the Department of Industrial Relations, and his or her other deputies and agents.

- b. In addition, copies of the above records shall be available as follows:
 - 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
 - 2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;
 - 3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- d. The Contractor shall inform the District of the location of the records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten day period, the Contractor shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until

strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

- f. Responsibility for compliance with this provision shall be with the Contractor.

48. PROJECT COMPLETION

- a. When all of the work to be performed under this Contract has been fully completed, the Contractor shall notify the Architect and District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the Architect will prepare a list of items (“punch list”) that are incomplete or not installed according to the Contract Documents. Failure to include items on this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.
- b. The Architect will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District’s satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.
- c. District reserves the right to occupy buildings and/or portions of the site at any time before Completion, and occupancy shall not constitute final acceptance of any part of the Work covered by the Contract Documents, nor shall such occupancy extend the date specified for completion of the work. Beneficial occupancy of building(s) does not commence any warranty period or entitle Contractor to any additional compensation due to such occupancy, or affect in any way or amount Contractor’s obligation to pay liquidated damages for failure to complete the Project on time.

49. TRENCHING OR OTHER EXCAVATIONS

- a. Excavations or Trenches Deeper than Four Feet:

If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

- 1) The Contractor shall promptly, and before the following conditions are disturbed, provide written notice to the District if the Contractor finds any of the following conditions:

- (a) Material that the Contractor believes may be a hazardous waste, as defined in §25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
 - (b) Subsurface or latent physical conditions at the site which are different from those indicated or expected.
 - (c) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which the Contractor generally performs.
- 2) In the event that the Contractor notifies the District that Contractor has found any of the conditions specified in subparagraphs (a), (b) or (c), above, the District shall promptly investigate the condition(s). If the District finds that the conditions are materially different or that a hazardous waste is present at the site which will affect the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a change order in accordance with the procedures set forth in this Contract.
- 3) In the event that a dispute arises between the District and the Contractor regarding any of the matters specified in Paragraph (2), above, the Contractor shall proceed with all work to be performed under the Contract and the Contractor shall not be excused from completing the Project as provided in the Contract. In performing the work pursuant to this Paragraph, the Contractor retains all rights provided by Article 50 which pertains to the resolution of disputes between the contracting parties.

b. Regional Notification Center:

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages or delays arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor and shall not be considered for an extension of the Contract time.

c. Existing Utility Lines:

- 1) Pursuant to Government Code §4215, the District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction site at the time of commencement of construction under

this Contract with respect to any such utility facilities that are not identified in the plans and Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the Project caused by the failure of the District or the owner of a utility to provide for removal or relocation of such utility facilities.

- 2) Locations of existing utilities provided by the District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. The District shall compensate Contractor for the costs of locating and repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and Specifications with reasonable accuracy.
- 3) No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Project. Nothing in this section shall be deemed to require the District to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunklines, whenever the presence of such utilities on the site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.
- 4) If Contractor, while performing work under this Contract, discovers utility facilities not identified by the District in the Project plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

d. Prompt Notification:

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the conditions. Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages incurred as a result of the conditions.

e. Trenches Five Feet and Deeper:

Pursuant to Labor Code §6705, if the Contract price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

50. RESOLUTION OF CONSTRUCTION CLAIMS

- a. Notwithstanding any other language in the Contract Documents, claims between the District and the Contractor shall first be resolved using the procedures set forth at Public Contract Code § 9204. “Claims” are defined for this Article, pursuant to Public Contract Code § 9204, as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed by the District.
- b. Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District’s response. If a claimant disputes the District’s response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code § 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code § 9204. However, the procedures in this section shall not supersede the requirements of the Contract Documents with respect to the Contractor’s notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents.
- c. Public work claims of \$375,000 or less between the Contractor and the District are subject to the provisions of Article 1.5 (commencing with § 20104) of Chapter 1 of Part 2 of the Public Contract Code (“Article 1.5 claim”). For purposes of this Article, “public work” has the same meaning as set forth in Civil Code §§ 3100 and 3106.
- d. All claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within 45 days of receipt of claim if the claim is less than or equal to \$50,000 (“\$50,000 claim”) or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 (“\$50,000 - \$375,000 claim”). In either case, District may request in writing within 30 days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District’s written response to the claim shall be submitted to Contractor within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000 - \$375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.
- e. Within 15 days of receipt of the District’s response, if Contractor disputes the District’s written response, or within 15 days of the District’s failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an

informal conference to meet and confer to be scheduled by District within 30 days. Following the meet and confer conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Government Code § 900 et seq. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

- f. Pursuant to Public Contract Code § 20104.2(f), this section does not apply to tort claims and does not change the period for filing claims or actions specified by Government Code § 900 et seq.
- g. If a civil action is filed, within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within 15 days, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- h. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code § 20104.4(b)(1) - (b)(3).
- i. For any claim in excess of \$375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within 60 days of submittal of any such claim. Judicial arbitration is not required for claims in excess of \$375,000.
- j. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.
- k. “The date of Final Payment,” as used in this Article 50, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code § 7107 regardless of whether any payment is made to the Contractor at that time.
- l. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

51. DISABLED VETERANS PARTICIPATION GOALS

In accordance with Education Code § 17076.11, this District has a participation goal for disabled veteran business enterprises (“DVBE”) of at least 3 percent (3%) per year of the overall dollar

amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 (the “Act”) for construction or modernization and expended each year by the District. If the Project is funded in whole, or in part, by funds allocated to the District pursuant to the Act, prior to, and as a condition precedent for final payment under any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DBVE in conjunction with the Contract, so that the District can assess its success at meeting this goal.

52. RETENTION OF DVBE RECORDS

The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the Contract.

53. FINGERPRINTING

District Determination of Fingerprinting Requirement Application

The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor’s employees (which includes Subcontractor employees):

 X are subject to the requirements of Education Code § 45125.2 and Paragraph (a) below, is applicable.

 are not subject to the requirements of Education Code § 45125.2, and Paragraph (b) below, is applicable.

- a. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students (§ 45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor’s employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code § 45125.2 the Contractor shall, at Contractor’s own expense, (1) install a physical barrier to limit contact with students by Contractor and/or Contractor’s employees, and/or (2) provide for the continuous supervision and monitoring of the Contractor and/or Contractor’s employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, and/or (3) provide for the surveillance of the Contractor and Contractor’s employees by a District employee.

- b. Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students (§ 45125.2)

By execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and Contractor's employees on a school site: (1) Contractor and Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Contractor and Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

54. LABOR COMPLIANCE MONITORING

The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work. Contractor shall coordinate with the Architect to ensure the Department of Industrial Relations is advised of the award of the construction contract in a timely manner by filing form PWC-100 with the Department of Industrial Relations after award of the contract.

55. DRUG-FREE WORKPLACE CERTIFICATION

Contractor certifies all of the following:

- 1) Contractor is aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.
- 2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
 - a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for a violation of the prohibition;
 - b) Establishing a drug-free awareness program to inform employees about all of the following:

- (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractor in connection with the work on the Project, the employee agrees to abide by the terms of the statement.
- 3) Contractor understands that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§ 8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§ 8350, et seq.

56. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract.

57. GENERAL PROVISIONS

a. Assignment and Successors:

Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party's prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:

There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue:

The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the project is located, and no other place.

d. Severability:

If any provision of the Contract Documents is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement

The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver:

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. Headings

The headings in the Contract Documents are included for convenience only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.

--END GENERAL CONDITIONS--

7. SPECIAL CONDITIONS

- A. **Time of Performance.** The Contractor shall mobilize and commence work on the Project on the date specified in the Contract. The Contractor shall complete the project within the period specified in the Contract and in accordance with the schedule for the Project developed for the District. Contractor acknowledges and agrees that the project duration stipulated herein is adequate and reasonable for the size and scope of the Project.

Work under this Contract shall be scheduled and coordinated in compliance with the following:

1. The anticipated date of the award of the Contract is May 18, 2022.
2. Contract submittals are due on May 31, 2022.
3. Contractor shall complete work under this Contract as identified in the Specifications.
4. The Contractor acknowledges that it fully understands the Project work to be performed has been scheduled by the District for a specific time period. In addition the Contractor acknowledges that it fully understands that scheduling has been established for this Project in order to promote the best usage of school facilities and to timely provide an appropriate learning environment for students to the fullest extent possible. With these understandings in mind, pursuant to the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Project work scheduled.

If the site will not be available after the scheduled start date, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

- B. **Future Work:** All future work awarded from this bid shall be coordinated with the District's Director of Facilities Services or his or her designee and the Contractor. No work shall be started until scheduling has been agreed upon by all parties.
- C. **Liquidated Damages – Contract Submittals:** If the executed Contract and required bonds and certificates of insurance are not received by the District prior to the scheduled start date, the agreed liquidated damages established in the General Conditions is Five Hundred Dollars (\$500.00) per day for each calendar date the start date is delayed.

Liquidated Damages – Time of Completion: If work under this Contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in the General Conditions is Five Hundred Dollars (\$500.00) per day for each calendar date completion is delayed.

- D. **Certification Requirements:** The Contractor or subcontractor must be certified by the factory or manufacturer to install any equipment or other products that may require a certification. Such certifications must be obtained prior to submittal of the bid.
- E. **Time of Work Restrictions:** The worksite will be available Monday through Saturday, from 6 AM to 6 PM. This schedule is subject to change as the needs of the District require, and would be scheduled with the District's Director of Buildings & Grounds or his or her designee.
- F. **Project Schedule:**

Anticipated Start Date: **June 13, 2022**

Completion Date: **August 1, 2022**

8. SPECIFICATIONS

Attached Paint Specifications:

1. PUHSD Heritage High School Specifications
2. PUHSD Pathways for Adult Life Skills
3. PUHSD Perris Lake High School
4. PUHSD Pinacate Middle School

---Dunn Edwards Specs attached ---



PAINT SPECIFICATION

Project; 30820

Heritage High School
26001 Briggs Road
Romoland, CA 92585



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PAINT SPECIFICATION

Date: 2/25/2022

Project: HERITAGE HIGH SCHOOL
26001 BRIGGS RD
ROMOLAND, CA 92585

Owner/
Management
Company: PERRIS UNION HIGH SCHOOL DISTRICT
HECTOR GONZALEZ
155 E 4TH ST
PERRIS, CA 92570
951 943-6369
951 940-5301
HECTOR.GONZALEZ@PUHSD.ORG

Architect: N/A

General
Contractor: N/A

Painting
Contractor: N/A

Prepared By:
Cel Mosqueda
Sales Representative
(951) 757-2336
cel.mosqueda@dunedwards.com



Dunn-Edwards Corporation
4885 E 52nd Place
Los Angeles, CA 90058

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PAINTING SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on

1. Exterior substrates:
2. The following Exterior substrates:
Concrete masonry units (CMU)
METAL SURFACES
FLASHING

B. The location of the work to be performed is:

HERITAGE HIGH SCHOOL
26001 BRIGGS RD
Sun City, CA 92585

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 35 units at 85 degrees, according to ASTM D 523
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA
- I. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
- J. RAVOC: Reactivity adjusted VOC 'Reactivity' means the ability of a VOC to promote ozone formation.
- K. PDCA: Painting & Decorating Contractors of America www.pdca.org
- L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. www.sspc.org
- M. Owner – usage of the term "Owner" shall be construed to mean the actual owner of the Property or a duly authorized representative of the owner.
- N. Property – usage of the term "Property" shall be construed to mean the property location identified in paragraph 1.1 B. 1. of this specification at which location the work shall be performed.
- O. Painting Contractor – usage of the term "Contractor" shall be construed to mean the 3rd party contractor performing the painting portion of the project.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, no smaller than 7 inches by 10 inches (177.8 mm by 254 mm) or larger than 8.5 inches by 11 inches (215.9 mm by 279.4 mm).
 - 2. Label each Sample for project, owner's agent, general contractor, painting contractor, paint color name and number, paint brand name, 'P' number if applicable, and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas.
 - 2. VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Ten [10] percent, but not less than [1 gal. (3.8 L)] of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Owner's agent will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: owner's agent will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by owner's agent at a cost to be agreed upon by Contractor and Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the paint systems indicated unless owner's agent specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C) or more than 120 deg F (49 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Surfaces must be clean and moisture free. Prime and paint as soon as possible. Do not apply paints in snow, rain, fog, or mist. No painting shall be done immediately after rain or foggy weather or when the temperature is below 50 °F. Substrate temperature must be 5 °F or more above dew point temperature while painting and during the coating's cure time. Avoid painting surfaces while they are exposed to a full, hot sun.
- B. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.
- C. WIND VELOCITY: Excessive wind velocity can seriously impair spray application, resulting in significant material loss, low film build, excessive dry spray or overspray, plus the possibility of depositing airborne spray mist on unprotected surfaces downwind from the work. Some of these adverse effects can be compensated for by material and equipment adjustments if winds are not too high. Generally speaking, wind velocity 15 m.p.h. or higher can cause sufficient spray application problems, in which case suspending work until conditions improve should be considered.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured or distributed by the Dunn-Edwards Corporation.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited.
- D. Colors: As indicated in a color schedule.
 1. Where color is selected prior to bid submittal, Contractor shall bid [one (1)], [two (2)], or more finish coats, as appropriate to the color selected, and shall expressly state number of finish and prime coats and type (full or spot) of prime coat.
 2. When the final color has not been selected prior to bid submittal, Contractor may need to bid additional coats when submitting their bid. The Owner should be aware that if a color is chosen following the bid process and the color is significantly different from original color, a change order for an additional finish coat might be

required.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure.
1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Paragraph 2.2.A. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

Interior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 8 percent or less.
4. Plaster: 5 percent or less.
5. Gypsum Board: 5 percent or less.

Exterior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 15 percent or less.
4. Plaster: 5 percent or less.

- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.

- D. Interior and/or exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

- E. Concrete floors require a calcium chloride test to measure hydrostatic pressure. Consult floor coating manufacturer with test results prior to beginning surface preparation.
- F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call EPA's National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or www.epa.gov/asbestos, or contact your state or local Health Department.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- D. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply bond coat as required to produce paint systems indicated.
- E. Where mildew is present, remove mildew by scrubbing with a commercial mildew remover, or, with a solution of one (1) part household bleach mixed in three (3) parts water by volume. The solution should be left on the surface for a minimum of twenty (20) minutes, rinsed thoroughly with clean water to remove any residue, and then allowed to dry completely prior to application of patching/caulking/prime/finish coat systems.
- F. Moisture: All areas that may cause paint failure due to moisture shall be addressed and eliminated. This would include, but is not limited to:
 - 1. Gutters and downspouts not working properly.
 - 2. Previous coats of paint not adhering properly.
 - 3. Wood checking (cracks and splits in wood).
 - 4. Deteriorated caulking.
 - 5. Gaps between substrates.
 - 6. Rotten wood.
 - 7. Areas affected by water splashing.

8. Painting in inclement weather.
 9. Painting a substrate where residual moisture exceeds limits stated in 3.1.B.
 10. Un-caulked nail holes.
- G. Pressure washing and surface preparation methods
1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale, and loose paint at pressures of 2500-3500 p.s.i. at a flow of 3.0-3.5 gallons per minute. This is the recommended standard for optimal efficiency.
- H. Prior to application of prime/finish interior and/or exterior coat systems, provide a clean, sound surface free of dust, dirt contaminants, mildew and efflorescence by use of a power wash and hand scraping or use of mechanical grinders where necessary. Additionally, areas are to be scrubbed with a bristle brush to insure complete removal of any residual salts. Remove all labels, stickers, price tags, etc. from surfaces before priming. Wood areas stamped with ink codes must be spot primed with blocking primers. Power wash areas to be coated to ensure that new salt deposits do not occur. Failure to do so may cause adhesion issues or result in delamination and invalidate any manufacturer warranty given or implied. After cleaning if there is still chalk evident, this condition must be brought to the owner's attention in writing before any further work is done.
- I. Cementitious Substrates: (concrete, stucco, masonry) Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
1. Wire brush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats. Industry standards apply to applications of cracks, voids, and repairs. Any areas of repair shall be patched and dried before coatings are applied. Cracks should be repaired as follows: 1. Cracks less than ¼" wide should be filled using Dunn-Edwards Brush Grade Elastomeric Patch. 2. Cracks wider than ¼" should be cut and scraped to a "V" shape and filled with Dunn-Edwards Trowel Grade Elastomeric Patch. Large cracks and holes may require repeated applications of patching materials to bring flush with adjacent substrate. Feather-in all repairs and caulking to blend with adjacent substrate.
 2. Large holes in stucco / plaster/ concrete will be patched with Rapid Set Premium Stucco Patch or Rapid Set Wunderfixx Concrete Patching Compound in appropriate texture to blend with existing texture. Allow stucco patch to cure to acceptable pH level (10) prior to application of prime/finish coat systems. Caulk large cracks in stucco / plaster/ cement with GE-Life Time 920.
 3. Spot prime over all patched areas, cracks, and holes then use an appropriate topping material to match existing surface level and texture.
- J. All Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing.
- a. a. SSPC-SP 1, "Solvent Cleaning."

- b. b. SSPC-SP 2, "Hand Tool Cleaning."
 - c. c. SSPC-SP 3, "Power Tool Cleaning."
- 1. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with a wire brush attachment. Any rust spots or bare metal should receive the appropriate prime coat. Rust inhibited primer to be applied on all properly prepared surfaces where rust is evident. Any hard, glossy surfaces should be dulled. Previously painted ferrous metal in sound condition should be washed down with a strong detergent-type cleaner such as Krud-Kutter or Simple Green.
- 2. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- 3. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
 - a. All galvanized gutters and flashing should be thoroughly cleaned to remove loose and peeling paint.
 - b. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
 - c. Prime bare metal with the specified galvanized metal primer.
 - d. Any rust on galvanized metal must be removed. Clean to bare metal and apply a rust inhibitive primer.
- 4. Aluminum Substrates: Remove loose surface oxidation.
- K. Wood Substrates:
 - 1. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T1-11) shall be replaced. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for interior and/or exterior use in paint system indicated.
 - 2. Sand and dust surfaces that will be exposed to view.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - 5. Spot prime all patched and filled areas as well as any new wood with the appropriate primer or sealer as stated in the Finish Schedule.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. The number of coats scheduled is the minimum number of coats required. Additional coat(s) shall be applied at no additional cost to the Owner, to completely hide base material, provide uniform color, and to produce satisfactory finish results.
 - 3. Apply coatings without thinning except as specifically required by label directions, or required by these specifications. In such cases, thinning shall be the minimum

reduction permitted.

4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 5. Paint both sides and edges of interior and/or exterior doors and entire exposed surface of interior and/or exterior door frames.
 6. Paint entire exposed surface of window frames and sashes.
 7. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 8. Priming may not be required on items delivered with prime or shop coats, unless otherwise specified. Touch up prime coats applied by others as required ensuring an even primed surface before applying finish coat.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed to view:
 - a. Equipment, including panel boards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by owner's agent, and leave in an undamaged condition.
- D. At completion of activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 Exterior PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or muddled appearance. Properly correct all non-complying work to the satisfaction of owner and owner's representative and the representative of the paint manufacturer.
- C. Paint application finish schedule:

Concrete

- Spot Prime: EFF-STOP Premium, Masonry Primer/Sealer (ESPR00)
- First Coat: EVERSIELD, Exterior Flat Paint (EVSH10)
- Second Coat: EVERSIELD, Exterior Flat Paint (EVSH10)

SPECIAL NOTES AND INSTRUCTIONS:

- A. POWER WASH AND FILL ALL THE CRACKS WITH OUR DEC 920 HIGH PERFORMANCE CAULCK PRIOR ANY PAINT APPLICATION

Metal, and combinations

- Spot Prime: CARBOLINE, RUSTBOND
- First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
- Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. SAND SCUFF AND CLEAN ALL RUSTY AREAS PRIOR ANY PAINT APPLICATION

Metal Doors

- Spot Prime: CARBOLINE, RUSTBOND
- First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
- Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. SAND SCUFF AND CLEAN ALL RUSTY AREAS PRIOR ANY PAINT APPLICATION

For lead safety refer to 3.2 B. and Dunn-Edwards PDS sheets under Special Instructions.

END OF PAINTING SPECIFICATION



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

EFF-STOP® Premium

Interior/Exterior Masonry Primer/Sealer ESPR00



≤ 50 g/L VOC*

DESCRIPTION: EFF-STOP® Premium is an epoxy-fortified acrylic primer/sealer for interior and exterior masonry. EFF-STOP Premium provides excellent adhesion, and efflorescence and alkali resistance on above grade masonry surfaces, tilt-up concrete, stucco and block. It can be applied to masonry surfaces with a pH level up to 13. Masonry surfaces must cure for a minimum of 7 days. Avoid using alkali sensitive colors.

PRODUCT INFORMATION

SOLVENT TYPE: Water **RESIN TYPE:** Acrylic/Epoxy

FINISH (ASTM D 523): 2–8% on a 60° meter

COLORS: White. EFF-STOP Premium may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.

VISCOSITY@77°F/25°C (ASTM D 562): 93–101 KU

MAXIMUM VOC CONTENT 20 g/L (as supplied)	MAXIMUM RAVOC (Reactivity-Adjusted VOC) 5 g/L
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SOLIDS BY VOLUME (ASTM D 2697) 36.0.0% ± 2%	SOLIDS BY WEIGHT 49.0.0% ± 2%
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WEIGHT PER GALLON (ASTM D 1475): 10.78 lbs.

COMPOSITION BY WEIGHT

Pigment–33.8%	Vehicle–66.2%
*Prime pigments 10.2	Acrylic & epoxy resins 12.7
Reinforcing pigments..... 23.6	Water & additives 53.5

*Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.

RECOMMENDED FILM THICKNESS PER COAT

Wet: 5.5 mils Dry: 2.0 mils

PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 225–275 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 30–60 minutes Recoat: 2–4 hours
Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: One-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2016; CHPS Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; MPI Approved Product #3, #50; CRGI Green Wise Certified; FDA Guidelines for Resinous & Polymeric Coatings

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call U.S. EPA’s lead hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- New concrete should be allowed to cure for at least 14 days before applying EFF-STOP® Premium.
- Do not apply when the air or surface temperature is below 50°F.

USE AS A PRIMER FOR

MASONRY: EFF-STOP® Premium can be applied on surfaces with a pH of up to 13.

Plaster:	}	SUPER-LOC® Premium (SLPR00) or
Brick:		EFF-STOP® Premium (ESPR00)
Stucco:	}	EFF-STOP® Premium (ESPR00)
Tilt-up concrete:		
Poured-in-place:		
Concrete block:		
Smooth trowel:		SUPER-LOC® Premium (SLPR00)

*This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on www.greenwisepaint.com. Dunn-Edwards is a member of CRGI.

HEALTH & SAFETY CAUTIONS: INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• **KEEP OUT OF REACH OF CHILDREN** •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Talc, Non-Asbestos (14807-96-6); Kaolin Clay (1332-58-7); Titanium Dioxide (13463-67-7).

⚠ **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov



THE #1 CHOICE OF
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EVERSHIELD®

Exterior Flat Paint EVSH10

PRODUCT INFORMATION

HEALTH & SAFETY CAUTIONS: INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Titanium Dioxide (13463-67-7); Copolymer Resin (Proprietary); Nepheline Syenite (37244-96-5); Feldspar (68476-25-5); Quartz (14808-60-7).

⚠ **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov



THE #1 CHOICE OF
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ARISTOSHIELD®

Interior/Exterior Semi-Gloss Paint ASHL50



DESCRIPTION: ARISTOSHIELD® Semi-Gloss is an ultra-premium interior/exterior ultra-low VOC enamel formulated with advanced water-based urethane alkyd technology for an oil-like finish. It is ideal for use on high-end residential, commercial, and industrial projects where superior performance and durability are required on doors, trim, cabinets, as well as metal surfaces such as wrought iron, garage doors, hand rails, and metal doors.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne		RESIN TYPE: Waterborne urethane alkyd	
FINISH (ASTM D 523): Semi-Gloss: 65–80% on a 60° meter after 14 days.			
COLORS: Stock colors: Black, Swiss Coffee. Other colors, as well as 6 OSHA safety colors, can be special ordered or store mixed.			
TINT BASES: L Tintable White, M Medium, U Ultra Deep			
VISCOSITY@77°F/25°C (ASTM D 562): 95–105 KU			
MAXIMUM VOC CONTENT 50 g/L (as supplied)		MAXIMUM RAVOC (Reactivity-Adjusted VOC) 50 g/L	
SOLIDS BY VOLUME (ASTM D 2697) 37.2% ± 2%		SOLIDS BY WEIGHT 52.0% ± 2%	
WEIGHT PER GALLON (ASTM D 1475): 10.85 lbs.			
COMPOSITION BY WEIGHT			
Pigment—26.7%		Vehicle—73.3%	
*Prime pigments26.7		Resins.....23.6	
Reinforcing pigments.....0.0		Water & additives49.7	
*Prime pigments include titanium dioxide (TiO ₂), plus all other pigments directly adding to the hiding power of this paint.			
RECOMMENDED FILM THICKNESS PER COAT			
Wet: 4.0 mils		Dry: 1.5 mils	
PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS Approximately 325–375 sq. ft. per gallon, depending on surface conditions and application techniques.			
THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)			
To touch: 45-90 minutes		Recoat: After 4-6 hours*	
Dry times and recoat times are temperature, humidity and film thickness dependent.			
APPLICATION EQUIPMENT: Brush, roller, airless spray			
PACKAGING: Quart, one-gallon, five-gallon containers			
STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <i>Paint Storage Best Practices</i> Technical Bulletin at dunnedwards.com for more information.			
CLEANUP: Warm, soapy water			
DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com . Do not mix with other products.			
CONFORMS TO: ARB 2007 SCM & CALGreen 2016; CA Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; MPI Approved Product #169; CRGI Green Wise Certified; FDA Guidelines for Resinous & Polymeric Coatings			
SAFETY DATA SHEET: Available at www.dunnedwards.com			
SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.			

SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call U.S. EPA's lead hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Do not apply when the air or surface temperature is below 50°F.

PRIMERS

DRYWALL

Textured:
Untextured:
Skim-coated:

} VINYLASTIC® Premium (VNPR00)

MASONRY

Plaster:
Tilt-up concrete:
Poured-in-place:
Brick:
Concrete block:
Smooth trowel:

} EFF-STOP® Premium (ESPR00)

Smooth BLOCFIL™ Premium (SBPR00) or
Smooth BLOCFIL™ Select (SBSL00)
SUPER-LOC® Premium (SLPR00)

WOOD

Doors, trim:

DECOPRIME™ (DCPR00),
ULTRA-GRIP® Premium (UGPR00)
BLOCK-IT® Premium (BIPR00) or
EZ-PRIME® Premium (EZPR00) – EXTERIOR ONLY

SYNTHETIC WOOD

Masonite:
Hardboard:

} DECOPRIME™ (DCPR00),
ULTRA-GRIP® Premium (UGPR00) or
BLOCK-IT® Premium (BIPR00)

METAL

Ferrous:
Non-ferrous:
Galvanized steel:

BLOC-RUST® Premium (BRPR00) or
ENDURAPRIME® Metal Primer (ENPR00)

ULTRASHIELD® Galvanized Metal Primer (ULGM00) or
BLOC-RUST® Premium (BRPR00)

ULTRASHIELD® Galvanized Metal Primer (ULGM00) or
*ULTRA-GRIP® Premium (UGPR00)

*for incidental use on galvanized

†DTM (Direct to Metal): ARISTOSHIELD can be used as a direct to metal coating on properly prepared steel surfaces by applying two (2) coats of ARISTOSHIELD. Note: for best corrosion protection, one (1) coat of BLOC-RUST Premium primer and two (2) coats of ARISTOSHIELD topcoat are recommended.

**This product has been tested and certified by Coatings Research Group Inc., an international paint industry-organized ISO-accredited testing laboratory, to meet performance and environmental standards as shown on www.greenwisepaint.com. Dunn-Edwards is a member of CRGI.



THE #1 CHOICE OF
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ARISTOSHIELD®

Interior/Exterior Semi-Gloss Paint ASHL50

PRODUCT INFORMATION

HEALTH & SAFETY CAUTIONS: INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS #): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Synthetic Amorphous Silica (7631-86-9); Zinc Phosphate (7779-90-0).

⚠ **WARNING:** Cancer and Reproductive Harm – www.P65Warnings.ca.gov

SELECTION & SPECIFICATION DATA

Generic Type	Polymeric epoxy amine.
Description	Rustbond is a cross-linked penetrating primer/sealer with excellent wetting properties. It is highly flexible with good chemical and solvent resistance, and accept a variety of topcoats. Recommended use as primer/sealers for marginally prepared steel and over old coatings. Its excellent wetting properties allows it to penetrate rust and discontinuities in existing coatings and provide a firm anchorage for a variety of topcoats. Its thixotropic character reduces run off, ensuring that the edges of existing coatings are encapsulated thus reducing undercutting and peeling. It may also be used as a tie-coat for coatings that exceed their "recoat window." Consult Carboline Technical Services Department for specific recommendations.
Features	<ul style="list-style-type: none"> • Universal primer and tie-coat • Excellent adhesion to SSPC-SP 2 prepared steel, galvanizing, aluminum, stainless steel and copper • Low stress, highly flexible film • Extremely high solids • Low odor • Contains corrosion inhibitors • Compatible with a variety of topcoats • User friendly brush and roller application • VOC compliant to current AIM regulations
Color	Translucent Green (0300)
Finish	High Gloss Chalks rapidly in sunlight.
Primer	Self-priming. May be applied over most generic types of coatings.
Dry Film Thickness	1 - 2 mils (25 - 51 microns) per coat
Solids Content	By Volume 99% +/- 1%
Theoretical Coverage Rate	1588 ft ² /gal at 1.0 mils (39.0 m ² /l at 25 microns) 794 ft ² /gal at 2.0 mils (19.5 m ² /l at 50 microns) Allow for loss in mixing and application.
VOC Values	As Supplied : 0.7 lbs./gal (85 g/l) EPA Method 24 Thinner 76 : 12 oz/gal: 1.22 lbs/gal (147 g/l) These are nominal values
Dry Temp. Resistance	Continuous: 175°F (79°C) Non-Continuous: 200°F (93°C) Discoloration and loss of gloss is observed above 175°F (80°C)
Limitations	<ul style="list-style-type: none"> • Epoxies lose gloss, discolor and eventually chalk in sunlight exposure • Do not use for immersion service • Rustbond sealers must be topcoated
Topcoats	Acrylics, alkyds, epoxies, polyurethanes

SUBSTRATES & SURFACE PREPARATION

General	Surfaces must be clean and dry. Employ adequate methods to remove dirt, dust, oil and all other contaminants that could interfere with adhesion of the coating.
Steel	SSPC-SP2 or SP3 When using under fireproofing products, defer to the primer surface preparation requirements in the product data sheet of the fireproofing product.
Previously Painted Surfaces	A test patch is recommended to verify compatibility with existing coating. Existing paint must attain a minimum 3A rating in accordance with ASTM D3359 "X-Scribe" adhesion test.

PERFORMANCE DATA

All test data was generated under laboratory conditions. Field testing results may vary.

Test Method	System	Results
Adhesion (ASTM D4541)	1 yr. old Epoxy 1 ct. RBPS	1911 psi (Pneumatic)
Adhesion (ASTM D4541)	2 yr. old Alkyd 1 ct. RBPS	1769 psi (Pneumatic)
Adhesion (ASTM D4541)	3 yr. old Epoxy 1 ct. RBPS	1749 psi (Pneumatic)
Adhesion (ASTM D4541)	Aluminum 1 ct. RBPS	3366 psi (Pneumatic)
Adhesion (ASTM D4541)	Copper 1 ct. RBPS	3418 psi (Pneumatic)
Adhesion (ASTM D4541)	Galvanized Steel 1 ct. RBPS	500 psi (Pneumatic)
Adhesion (ASTM D4541)	Mil Scale Steel 1 ct. RBPS	2847 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Acrylic	1504 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Alkyd	1015 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Epoxy	1993 psi (Pneumatic)
Adhesion (ASTM D4541)	Rusted, SP2-Cleaned Steel 1 ct. RBPS 1ct. Urethane	1470 psi (Pneumatic)
Weatherometer (ASTM G26)	Rusted, SP2-Cleaned Steel <bt> 1 ct. RBPS 1 ct. Polyurethane	No blistering, no rusting, cracking or delamination after 2000 hours

Test reports and additional data available upon written request.

MIXING & THINNING

Mixing	Power mix components separately to break down any gel. Keep the mixing blade at slow speed and submerged in the product to minimize whipping of air into the material. Scrape the sides of the container occasionally to insure uniformity. Continue to mix for 1-2 minutes. DO NOT MIX PARTIAL KITS , and do not intermix unpaired components.
Thinning	Thinning not normally required but may be thinned up to 9% (12 oz/gal) with Thinner #76. Use of thinners other than those supplied or recommended by Carboline may adversely affect product performance and void product warranty, whether express or implied.
Ratio	<p>.5 Gallon Kit Part A: 1 Quart (0.25 gal) Part B: 1 Quart (0.25 gal)</p> <p>2 Gallon Kit Part A: 1 Gallon Part B: 1 Gallon</p>
Pot Life	<ul style="list-style-type: none"> • For 1/2 gal units: • 80 minutes at 70°F (21°C) • 50 minutes at 80°F (27°C) • 40 minutes at 90°F (32°C) • 30 minutes at 100°F (38°C) • Pot life ends when material begins to thicken and exotherm.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Spray Application (General)	Contact Carboline Technical Service for specific application instructions.
Brush & Roller (General)	Avoid excessive re-brushing or re-rolling. Apply enough material to uniformly wet the surface. Any puddles formed must be brushed out.
Brush	Use a medium bristle brush and distribute evenly using full brush strokes.
Roller	Use a medium to long nap roller suitable for solvent base materials to evenly distribute the material.

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	60°F (16°C)	70°F (21°C)	70°F (21°C)	0%
Maximum	100°F (38°C)	130°F (54°C)	110°F (43°C)	90%

This product simply requires the substrate temperature to be above the dew point. Condensation due to substrate temperatures below the dew point can cause flash rusting on prepared steel and interfere with proper adhesion to the substrate. Special application techniques may be required above or below normal application conditions.

CURING SCHEDULE

Surface Temp.	Dry to Handle	Dry to Topcoat	Final Cure General
70°F (21°C)	34 Hours	18 Hours	9 Days
80°F (27°C)	22 Hours	12 Hours	6 Days
90°F (32°C)	14 Hours	9 Hours	4 Days
100°F (38°C)	11 Hours	4 Hours	3 Days

* These times are based on 50% relative humidity and 1.0–2.0 mils (25-50 microns) dry film thickness. Higher film thickness, insufficient ventilation or cooler temperatures will require longer cure times and could result in solvent entrapment and premature failure. Excessive humidity or condensation on the surface during curing can interfere with the cure, can cause discoloration and may result in a surface haze. Any haze or blush must be removed by water washing before recoating. When using under fireproofing products, defer to the primer surface preparation requirements in the product data sheet of the fireproofing product. During high humidity conditions, it is recommended that the application be done while temperatures are increasing.

Surface Temp.	Maximum Recoat Time Acrylics & Alkyds	Maximum Recoat Time Epoxies & Urethanes
70°F (21°C)	14 Days	30 Days
75°F (24°C)	14 Days	30 Days
90°F (32°C)	7 Days	15 Days

* These times are based on 50% relative humidity and 1-2 mils (25-50 microns) dry film thickness. If the maximum recoat time is exceeded the surface must be abraded by sweep blasting or by the application of another coat of Rustbond before applying any additional coatings.

CLEANUP & SAFETY

Cleanup	Use Thinner #2 or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.
Safety	Read and follow all caution statements on this product data sheet and on the SDS for this product. Employ normal workmanlike safety precautions.
Ventilation	When used in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. The ventilation system should be capable of preventing the solvent vapor concentration from reaching the lower explosion limit for the solvents used. User should test and monitor exposure levels to insure all personnel are below guidelines. If not sure or if not able to monitor levels, use MSHA/NIOSH approved respirator.
Caution	<u>THIS PRODUCT EXOTHERMS AT THE END OF ITS POT LIFE.</u> Any unused quantities will become extremely hot. Immediately spread out on an appropriate surface or add sand or other suitable heat sink to the unused material to reduce the severity of exotherm. Take appropriate precautions against breathing fumes. This product contains flammable solvents. Keep away from sparks and open flames. All electrical equipment and installations should be made and grounded in accordance with the National Electric Code. In areas where explosion hazards exist, workmen should be required to use non-ferrous tools and wear conductive and non-sparking shoes.

PACKAGING, HANDLING & STORAGE

Shelf Life	Part A & B: Min. 36 months at 75°F (24°C)* *Shelf Life: (actual stated shelf life) when kept at recommended storage conditions and in original unopened containers.
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PACKAGING, HANDLING & STORAGE

Storage Temperature & Humidity | 40° - 110°F (4°-43°C)
0-90% Relative Humidity

Storage | Store Indoors.

Shipping Weight (Approximate) | 0.5 Gallon Kit - 6 lbs. (3 kg)
2 Gallon Kit - 22 lbs. (10 kg)

Flash Point (Setaflash) | • Part A: 205°F (96°C)
• Part B: 176°F (80°C)

WARRANTY

To the best of our knowledge the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. User must contact Carboline Company to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance, injuries or damages resulting from use. Carbolines sole obligation, if any, is to replace or refund the purchase price of the Carboline product(s) proven to be defective, at Carbolines option. Carboline shall not be liable for any loss or damage. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY CARBOLINE, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All of the trademarks referenced above are the property of Carboline International Corporation unless otherwise indicated.



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SAFETY DATA SHEET

SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

The following Safety Data Sheet (SDS) is being provided pursuant to requirements of the Fed/OSHA (29 CFR 1910.1200) and Cal/OSHA (8 CCR 5194) Hazard Communication Standards. The health and hazards information given here is based on data believed to be accurate by Dunn-Edwards Corporation; we do not, however, assume any liability for the accuracy or completeness of this information. We neither suggest nor guarantee that any hazards mentioned are the only ones that may exist. All persons intending to rely on any recommendation, or to use any technique, equipment, or material mentioned should first satisfy themselves that they can meet all applicable safety and health standards.

The following SDS supersedes any previously issued SDS for each product covered. The reader is advised to destroy any obsolete SDS and refer only to this SDS. As permitted by OSHA, each SDS may apply to a class of products which have similar hazards and contents.

Products covered by this SDS are listed below:

ACBL10-0: ACRI-BUILD Flat	ENPR00-0-GR: ENDURAPRIME, Gray
ACBL10-1: ACRI-BUILD Flat	ENPX50-0: ENDURACAT Semi-Gloss
ACHS10-0: ACRI-HUES Flat	ESPR00-1: EFF-STOP Premium
ACHS30-0: ACRI-HUES Eggshell	ESSL00-0: EFF-STOP Select
ACHS50-0: ACRI-HUES Semi-Gloss	EVER10-0: EVEREST Flat
ACWC10-0: ACRI-WALL Flat Concentrate	EVER20-0: EVEREST Velvet
ACWL10-0: ACRI-WALL Flat Ready-To-Use	EVER30-0: EVEREST Eggshell
ACWL30-0: ACRI-WALL Eggshell	EVER50-0: EVEREST Semi-Gloss
ACWL50-0: ACRI-WALL Semi-Gloss	EVSH10-2: EVERSIELD Flat
AQUA10-1: AQUAFALL Flat	EVSH10-3: EVERSIELD Flat
AQUA30-1: AQUAFALL Eggshell	EVSH20-2: EVERSIELD Velvet
AQUA50-1: AQUAFALL Semi-Gloss	EVSH20-3: EVERSIELD Velvet
ASHL30-0: ARISTOSHIELD Eggshell	EVSH30-2: EVERSIELD Eggshell
ASHL40-0: ARISTOSHIELD Low Sheen	EVSH30-3: EVERSIELD Eggshell
ASHL50-0: ARISTOSHIELD Semi-Gloss	EVSH40-2: EVERSIELD Low-Sheen
ASHL70-0: ARISTOSHIELD High Gloss	EVSH40-3: EVERSIELD Low-Sheen
AWLL50-0: ARISTOWALL Semi-Gloss	EVSH50-2: EVERSIELD Semi-Gloss
AWLL60-0: ARISTOWALL Gloss	EVSH50-3: EVERSIELD Semi-Gloss
BIPR00-1: BLOCK-IT Premium	EVSH60-2: EVERSIELD Gloss
BRPR00-2-RO: BLOC-RUST Premium, Red Oxide	EVSH60-3: EVERSIELD Gloss
BRPR00-2-WH: BLOC-RUST Premium, White	EXQT10-0: EXQUISITE Matte
CLPT10-0: DUNN'S CEILING PAINT Flat	EXQT30-0: EXQUISITE Eggshell
DCPR00-0: DECOPRIME Primer	EZPR00-1: EZ-PRIME Premium
DURA50-0: DURAFLO Semi-Gloss	EZSL00-0: EZ-PRIME Select
DURA50-1: DURAFLO Semi-Gloss	FPSL00-1: FLEX-PRIME Select
DURA60-0: DURAFLO Gloss	IKPR00-1: INTER-KOTE Premium Zero VOC
DURA60-1: DURAFLO Gloss	PMCE10-0: CONTRACTOR'S EDGE Flat
ENCT30-0: ENDURA-COAT Eggshell	PMCE30-0: CONTRACTOR'S EDGE Eggshell
ENCT50-0: ENDURA-COAT Semi-Gloss	
ENCT60-0: ENDURA-COAT Gloss	

continued

SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS *continued*

PMCE50-0: CONTRACTOR'S EDGE Semi-Gloss
PRWL00-0: PREP-WALL Drywall Surface Conditioner
QKWL10-0: QUIK-WALL Flat
SBPR00-0: Smooth BLOCFIL Premium
SBSL00-1: Smooth BLOCFIL Select
SFSL00-1: SURFACO Select
SLPR00-2: SUPER-LOC Premium
SPMA10-1: SUPREMA Flat
SPMA20-1: SUPREMA Velvet
SPMA30-0: SUPREMA Eggshell
SPMA40-0: SUPREMA Low Sheen
SPMA50-0: SUPREMA Semi-Gloss
SSHL10-0: SPARTASHIELD Flat
SSHL20-0: SPARTASHIELD Velvet
SSHL30-0: SPARTASHIELD Eggshell
SSHL40-0: SPARTASHIELD Low Sheen
SSHL50-1: SPARTASHIELD Semi-Gloss
SSHL60-1: SPARTASHIELD Gloss
SSHV10-0: SPARTASHIELD VA Flat
SWLL10-0: SPARTAWALL Flat
SWLL20-1: SPARTAWALL Velvet
SWLL30-1: SPARTAWALL Eggshell

SWLL40-1: SPARTAWALL Low Sheen
SWLL50-1: SPARTAWALL Semi-Gloss
SWLR10-0: SUPER-WALL Flat Ready-To-Use
SZRO10-0: SPARTAZERO Flat
UGPR00-1: ULTRA-GRIP Premium
UGSL00-1: ULTRA-GRIP Select Zero VOC
ULGM00-0: ULTRASHIELD Galvanized Metal Primer
ULSB10-0: ULTRA-SCRUB Flat
VNPL00-0: VINYLASTIC Plus
VNPR00-1: VINYLASTIC Premium Ultra-Low VOC
VNSL00-1: VINYLASTIC Select Zero VOC
W 360V: ENDURASEAL
W 615: ACOUSTIKOTE
W 5361: Athletic Field Striping Paint
W 6139: Acrylic Elastomeric Coating AZ
W 6160E: VERSAGLO
W 6220E: VERSAGLOSS
W 6230E: VERSAWALL
W 6240: VERSAFLAT
W 6250E: VERSASATIN

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 08/02/2021

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT IDENTIFICATION:
SEE COVER PAGE FOR LIST OF PRODUCTS COVERED

MANUFACTURER: DUNN-EDWARDS CORPORATION
4885 EAST 52ND PLACE
LOS ANGELES, CA 90058-5507

PRODUCT TYPE: WATERBORNE PAINT
RECOMMENDED USE: ARCHITECTURAL COATING

EMERGENCY PHONE: 1-800-222-1222
OTHER CALLS: (323) 826-2685
FAX NUMBER: (323) 771-1611

HMS CODES: H F R PP
 0 0 0 E



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SECTION 2: HAZARDS IDENTIFICATION

GHS CLASSIFICATION: NOT A HAZARDOUS SUBSTANCE OR MIXTURE.

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) **HAZARD STATEMENT:** (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS, SPRAY MIST AND SANDING DUST. WEAR APPROPRIATE NIOSH-APPROVED RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING. AVOID CONTACT WITH SKIN AND EYES. CLOSE CONTAINER AFTER EACH USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP BETWEEN 40°F AND 110°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
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NO REPORTABLE HAZARDOUS INGREDIENTS.

NOTE: EXPOSURES TO POSSIBLE HAZARDOUS INGREDIENTS BELOW REPORTING THRESHOLDS CAN BE REDUCED OR AVOIDED BY FOLLOWING RECOMMENDED PROCEDURES FOR SAFE HANDLING, STORAGE, DISPOSAL, AND USE.

SEE SECTION 11 (TOXICOLOGICAL INFORMATION) FOR POSSIBLE HAZARDOUS BY-PRODUCTS.

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 08/02/2021

SECTION 4: FIRST-AID MEASURES

EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK 1 OR 2 GLASSES OF WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO₂, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 110°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 08/02/2021

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH	OSHA EXPOSURE LIMITS			VAPOR PRESS mmHg @ TEMP
			TLV/TWA PPM	TWA PPM	STEL PPM	MG/M ³ MG/M ³	

NO REPORTABLE HAZARDOUS INGREDIENTS.

ENGINEERING CONTROLS:	USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.
VENTILATION :	NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT; OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.
RESPIRATORY PROTECTION:	FOR SPRAY APPLICATION, USE A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH ALLERGIES OR ASTHMA MAY NEED AN ORGANIC VAPOR/PARTICULATE RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT). WHEN SANDING, SCRAPING, OR ENGAGING IN ANY ACTIVITY THAT GENERATES AIRBORNE NUISANCE DUST, WEAR A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING DUST. FINISH CLEANUP BY WATER-WASHING ALL SURFACES TO REMOVE DUST RESIDUE.
EYE PROTECTION:	USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.
SKIN PROTECTION:	USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT:	WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.
WORK HYGIENIC PRACTICES:	WASH HANDS AND FACE BEFORE EATING OR DRINKING.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR	
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR	
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	~1.4 (H ₂ O = 1)	
pH AS SUPPLIED:	~8.5	SOLUBILITY IN WATER:	PARTLY SOLUBLE	
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)	
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)	
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSITION TEMP:	(NO INFORMATION AVAILABLE)	
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	85 – 115 KU	
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: ~35%	BY WT: ~50%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: ~65%	BY WT: ~50%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)			

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 08/02/2021

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.

CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.

POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.

CONDITIONS TO AVOID: AVOID STORAGE AT TEMPERATURES BELOW 40° F OR ABOVE 110° F.

INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.

HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SECTION 11: TOXICOLOGICAL INFORMATION

LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, EYE AND SKIN CONTACT

SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE TO THIS PRODUCT DURING NORMAL USE WITH RECOMMENDED PERSONAL PROTECTION AS NEEDED.

NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)

CARCINOGENICITY (WHOLE PRODUCT): ACGIH? NO. IARC? NO. NIOSH? NO. NTP? NO. OSHA? NO.

HAZARDOUS BY-PRODUCTS: SPRAY APPLICATION OF THIS PRODUCT CAN GENERATE SPRAY MIST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SANDING, SCRAPING, OR OTHERWISE DISTURBING THE DRY FILM OF THIS PRODUCT CAN GENERATE AIRBORNE NUISANCE DUST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SEE SECTION 8 (EXPOSURE CONTROLS / PERSONAL PROTECTION) FOR INFORMATION ON RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING.

NOTE: SPRAY MIST OR SANDING DUST MAY CONTAIN TITANIUM DIOXIDE PIGMENT PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. TITANIUM DIOXIDE, IN THE FORM OF AIRBORNE, UNBOUND PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 2B: POSSIBLY CARCINOGENIC TO HUMANS, BASED ON TWO LABORATORY WHITE RAT INHALATION EXPOSURE STUDIES, IN WHICH LUNG OVERLOAD CONDITIONS RESULTED IN TUMOR FORMATION. THE IARC MONOGRAPH ON TITANIUM DIOXIDE, HOWEVER, STATES AT THE CONCLUSION OF ITS SUMMARY CHAPTER: "NO SIGNIFICANT EXPOSURE TO PRIMARY PARTICLES OF TITANIUM DIOXIDE IS THOUGHT TO OCCUR DURING THE USE OF PRODUCTS IN WHICH TITANIUM DIOXIDE IS BOUND TO OTHER MATERIALS, SUCH AS IN PAINTS." ALSO, MULTIPLE EPIDEMIOLOGICAL STUDIES OF TITANIUM DIOXIDE PRODUCTION WORKERS WITH LONG-TERM OCCUPATIONAL EXPOSURE TO AIRBORNE TITANIUM DIOXIDE DUST FOUND NO RELIABLE CORRELATION BETWEEN EXPOSURE AND INCIDENCE OF LUNG CANCER OR OTHER CHRONIC LUNG DISEASES. SCIENTISTS AT MAJOR SUPPLIERS OF TITANIUM DIOXIDE PIGMENT TO DUNN-EDWARDS HAVE EACH PERFORMED AN INDEPENDENT GHS HAZARD CLASSIFICATION OF TITANIUM DIOXIDE PIGMENT AND EACH CONCLUDED THAT TITANIUM DIOXIDE PIGMENT IS "NOT A HAZARDOUS SUBSTANCE OR MIXTURE," BASED ON THE WEIGHT OF SCIENTIFIC EVIDENCE.

SPRAY MIST OR SANDING DUST MAY ALSO CONTAIN QUARTZ AND/OR CRISTOBALITE PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. QUARTZ AND CRISTOBALITE ARE TWO VARIETIES OF CRYSTALLINE SILICA, WHICH, IN THE FORM OF AIRBORNE, UNBOUND ("FREE") PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 1: CARCINOGENIC TO HUMANS, BASED ON EVIDENCE THAT LONG-TERM OCCUPATIONAL EXPOSURE TO FREE CRYSTALLINE SILICA DUST CAN CAUSE SILICOSIS, A CHRONIC LUNG DISEASE THAT MAY PROGRESS TO LUNG CANCER. EXPOSURE TO FREE CRYSTALLINE SILICA DUST COMMONLY OCCURS IN WORK WITH ROCK, STONE, GRAVEL, SAND, SOIL, CONCRETE, AND MASONRY.

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 08/02/2021

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.

RCRA HAZARD CLASS: NON-HAZARDOUS

SECTION 14: TRANSPORT INFORMATION

THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS. ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER: (NOT APPLICABLE) UN PROPER SHIPPING NAME: (NOT APPLICABLE)

TRANSPORT HAZARD CLASS: (NOT APPLICABLE) PACKING GROUP: (NOT APPLICABLE)

ENVIRONMENTAL HAZARDS: (NOT APPLICABLE) TRANSPORT IN BULK: (NOT APPLICABLE)

SPECIAL PRECAUTIONS: FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS:

TSCA: ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.

CERCLA: NOT LISTED AS A HAZARDOUS SUBSTANCE.

SARA TITLE III: NOT LISTED AS A HAZARDOUS SUBSTANCE.

311/312 HAZARD CATEGORIES: (NOT APPLICABLE)

313 REPORTABLE INGREDIENTS: (NOT APPLICABLE)

STATE REGULATIONS: CALIFORNIA PROPOSITION 65 NOTICE:

 **WARNING!** CANCER AND REPRODUCTIVE HARM – WWW.P65WARNINGS.CA.GOV

SECTION 16: OTHER INFORMATION

DATE OF PREPARATION: AUGUST 2, 2021

PREPARER INFORMATION: DUNN-EDWARDS CORPORATION
ENVIRONMENTAL AFFAIRS DEPARTMENT
EMAIL: ENVIRONMENTAL@DUNNEDWARDS.COM

DISCLAIMER: THE INFORMATION CONVEYED ABOVE, ALTHOUGH OBTAINED FROM SOURCES WE CONSIDER RELIABLE, IS FURNISHED BY DUNN-EDWARDS CORPORATION WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO ITS ACCURACY, ADEQUACY, OR APPLICABILITY TO ANY PARTICULAR NEEDS OR CIRCUMSTANCES.

• TRUSTED QUALITY SINCE 1921 •

RUST-OLEUM®

7

**Heritage High School
26001 Briggs Road
Romoland, CA. 92585
SPEC-22-0172**

**February 21st, 2022
High Performance Coatings
099600**



SECTION 09 96 00

**Heritage High School
26001 Briggs Road
Romoland, CA. 92585
SPEC-22-0172**

Part 1 General

- A. Project Conditions for this project must be monitored and recorded to insure products are used in the proper environment.
- B. Maintain or anticipate recommended environmental conditions; including temperature, humidity, and ventilation. Do not install product under conditions outside manufacturer's recommended environmental limits. Refer to manufacturer's TDS for recommended limits.
- C. Apply only when temperature of product, surface and air are within published limits for the respective systems and surfaces are at least 5 degrees F (3 degrees C) above dew point.
- D. Do not apply paint in snow, rain, mist, or fog; or when relative humidity is above 70%; or when temperature is less than 5 degrees F (3 degrees C) above dew point.
- E. No painting shall be done until surface is dry, clean and cured.
- F. Rust-Oleum industrial products must be applied by qualified and approved contractor with at least 3 years of experience in applying like products.

Part 2 Products

- A. Acceptable Manufacturer: Rust-Oleum Corporation, which is located at: 11 Hawthorn Pkwy. Vernon Hills, IL 60061; technicalservice@rustoleum.com.
- B. For specification questions, contact Rust-Oleum Technical Service Department at technicalservice@rustoleum.com.

- C. Rust-Oleum Products to be distributed by Dunn Edwards. For distribution and product questions, contact Rust-Oleum Area Sales Manager Nick Litwin at nlitwin@rustoleum.com or Dunn Edwards Architectural Representative Wanda Barragan at Wanda.Barragan@DunnEdwards.com .
- D. No substitutions will be allowed.
- E. Substrate: Exterior Metal, Steel and Aluminum, Previously Painted
- a. Primer: **Rust-Oleum Zinsser Bulls Eye 1-2-3 Acrylic Primer** applied at 1-2 mils DFT per coat and per manufacturer's TDS.
 - b. Finish: **Rust-Oleum Modern Masters Theme Paint Tintable Base** tinted with **Color Fast Water Based Colorants** applied at 1.5-2.0 mils DFT per coat and per manufacturers' TDS. Apply a minimum of two coats to reach full color opacity.
- F. Substrate: Exterior Concrete, Previously Painted
- a. Primer: **Rust-Oleum Zinsser Bulls Eye 1-2-3 Acrylic Primer** applied at 1-2 mils DFT per coat and per manufacturer's TDS.
 - b. Finish: **Rust-Oleum Modern Masters Theme Paint Tintable Base** tinted with **Color Fast Water Based Colorants** applied at 1.5-2.0 mils DFT per coat and per manufacturers' TDS. Apply a minimum of two coats to reach full color opacity.
- G. Substrate: Exterior Stucco, Previously Painted
- a. Primer: **Rust-Oleum Seal-Krete Original Sealer** applied at 80-300 square feet per gallon based on porosity and per manufacturer's TDS.
 - b. Finish: **Rust-Oleum Modern Masters Theme Paint Tintable Base** tinted with **Color Fast Water Based Colorants** applied at 1.5-2.0 mils DFT per coat and per manufacturers' TDS. Apply a minimum of two coats to reach full color opacity.

Part 3 Execution

- A. Review manufacturer's recommendations for surface preparations, application, temperature, re-coat times, and product limitations. Do not begin installation until substrates have been properly prepared.
- B. All surfaces shall be cleaned per SSPC-SP1 and/or WJ-4 with Rust-Oleum Krud Kutter Original Cleaner before coating by power washing with a minimum of 2100 psi pressure to remove all dirt, dust, chlorides/salts, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly.

- C. Hand tool (SSPC-SP-2) or power tool (SSPC-SP-3) clean areas to remove all contaminants, loose rust, mill scale, and all deteriorated previous coatings that may be left over after power washing, or areas that cannot be power washed.
- D. Previously coated surfaces shall be repaired to be relatively free of surface imperfections. A check for loosely held, delaminating coating shall be performed as per ASTM D 3359. The gloss shall be dulled by mechanical means to promote proper adhesion of the system.
- E. Existing coatings should be checked for compatibility with primers before full prime is applied by performing test application and adhesion test per ASTM D 3359.

END OF SECTION



ORIGINAL

WATERPROOFING PRIMER/SEALER

PRODUCT
DATA SHEET

DESCRIPTION: Penetrating clear satin primer/sealer primarily for vertical surfaces; water-based acrylic, low odor and low VOC.

Typical Uses:

- ✓ Seal brick, stucco & concrete
- ✓ Rejuvenate old brick & plaster
- ✓ Brighten aluminum siding
- ✓ Prime vinyl siding
- ✓ Bind chalky surface
- ✓ Paint additive to extend life & coverage
- ✓ Buffer pH in hot cement
- ✓ Dustproofing and priming floors prior to painting

Important: Read all directions thoroughly. Recommended: Wear gloves and safety glasses.

SURFACE PREP*: Surface must be clean and dry. Remove loose paint and excessive chalk. Repair cracks and surface breaks. Cover windows, doors, etc. and use caution when applying on windy days.

APPLICATION: Read "LIMITATIONS" section before use. This sealer is ready to use; do not dilute. Apply with a brush, roller or sprayer (garden or airless). Backroll spray applications to ensure penetration. Apply at least two coats, allowing two hours dry time between coats. Remove any overspray immediately with water. Note: Sealer goes on milky white but dries clear.

COVERAGE: 80–300 sq.ft. per gal., depending on surface porosity. Second coat application is 50% greater. Two coats are required for waterproofing bare, vertical concrete.

DRY TIME: 2–4 hours, depending on temperature and humidity.

TOPCOATING: May be topcoated with latex, oil-based or elastomeric coating when dry.

PAINT ADDITIVE: 4–8 oz. of SEAL-KRETE Original can be mixed with one gallon of latex paint to improve spread rate.

CLEAN-UP & STORAGE: Clean all tools immediately after use with soap and water. Store unused product in a dry place above 32°F (0°C). KEEP FROM FREEZING.

LIMITATIONS: Use on above grade vertical surfaces or as a primer on horizontal surfaces – not for below grade use. Do not apply if rain is expected within 12 hours or if temperatures fall below 50°F within 24 hours of application. Do not use on swimming pools, bird baths, water features, cedar, redwood or in areas where hydrostatic pressure is likely to develop. Do not use on very porous substrates like low density, decorative block (use SEAL-KRETE Heavy-Duty instead).

**Sanding or removing paint containing lead may be hazardous. For information contact the National Lead Information Center at 1-800-424-LEAD or www.epa.gov/lead.*

CAUTION: Avoid contact with eyes and prolonged contact with skin. Do not ingest. In case of eye contact, flush thoroughly with water. For skin contact, wash with soap and water. If swallowed, do not induce vomiting. Drink 1–2 glasses of water and get medical attention.
KEEP OUT OF REACH OF CHILDREN.

THE MOST VERSATILE WATERPROOFING PRIMER/SEALER AVAILABLE

STUCCO	BRICK
BLOCK	SIDING
VINYL	CONCRETE



Product	No.	Unit	UPC Code	Carton Bar Code	Carton Size (W x D x H)	Cube / Wt. (cubic ft / lbs)	Carton Qty	Pallet Qty
Original	100001	1 gallon	0 15944 10001 3	1 00 15944 10001 0	15 x 9.5 x 13	1.07 / 36.43	4	36 cs
Original	100005	5 gallon	0 15944 10005 1	–	–	1.30 / 44.92	1	36 ea



ORIGINAL

WATERPROOFING PRIMER/SEALER

- BEST DURABILITY
- INTERIOR/EXTERIOR USE
- FOR COATED & UNCOATED
- VERTICAL SURFACES

ASTM / FEDERAL TEST STANDARDS

SEAL-KRETE Original meets or exceeds:

- ASTM E-514-74 Water Permeance of Masonry (62 mph wind driven rain test)
- ASTM D-1653 Moisture Vapor Transmission
- ASTM D-3960 VOC Compliant (less than 50 g per liter)
- Federal Specification TT-P-0035 for Water Permeability (98 mph wind driven rain test)
- Meets USDA criteria for a structural surface coating that may come in contact with food.
- OTC-compliant

LIQUID PROPERTIES

Solids: 10%

Proprietary Acrylic Resin

Water Based

Odor: Low

Appearance: Milky White, Dries Clear

VOC < 49 g/L – EPA Method 24 – Waterproofing Sealer Category

Category

COVERAGE GUIDELINES

Material Coverage
Approx. sq.ft./gal.

Stucco/Simulated Brick	150
Concrete Slab/Tilt-ups	175
Concrete Blocks	80
Brick	125
Wood Fencing	175
Aluminum Siding	300
Galvanized Metal	300
Adobe	100
Chalky Surfaces	300

Note: Actual coverage will vary depending on porosity of surface. Use a high-solids formula, like SEAL-KRETE Heavy Duty, for low density, decorative block (split-face/fluted block).

**Shelf Life of Seal-Krete Original is 5 years from date of manufacturing.

LIMITED 5-YEAR WARRANTY: A limited 5-year warranty is available on the quality and performance of this product on a per job basis. Contact our technical service department for details on this warranty program. Otherwise, manufacturer/seller makes no warranty of any kind except that this product is free from defect and is of merchantable quality. Buyer remedy for breach of warranty is limited to replacement of SEAL-KRETE product or refund of purchase price. Convenience Products will not be responsible for labor or the cost of labor for removal or application of any product.

TECHNICAL SUPPORT: For more information on surface prep or application guidelines, or to obtain a Material Safety Data Sheet, call 1-800-323-7357, M-F (8:00 am–5:00 pm EST) or visit our website at www.seal-krete.com.

SEALS & PROTECTS

BINDS PAINTS

STRENGTHENS MORTAR JOINTS

REVITALIZES FADED COLOR



11 Hawthorn Pkwy, Vernon Hills, IL 60061

Questions or comments? Call 1-800-323-7357

www.seal-krete.com

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THE MOST VERSATILE WATERPROOFING SEALER AVAILABLE

64045-082117-SK



BULLS-EYE 1-2-3 WATER-BASED PRIMER

DESCRIPTION AND USES

Zinsser® Bulls-Eye 1-2-3® is a high hide water-based styrenated acrylic water-based primer-sealer stain blocker and bond coat designed for priming all surfaces. Apply to interior and exterior walls, ceilings, doors, trim, fascia, soffits, foundations, railings, and related paintable surfaces. Bulls-Eye 1-2-3 bonds to wood, plaster, concrete, gloss enamels, hardboard, glass and tile. It provides a rust inhibitive coating on iron railings, steel frames, piping, etc. It resists the growth of mold and mildew in damp, humid environments. It resists high pH surfaces (up to 12.5) and seals most porous surfaces. Bulls-Eye 1-2-3 traps most stains in the primer film including graffiti, grease, rust, cedar and redwood tannin, creosote, and asphalt stains.

MPI #3, #6, #17, #50, #107, #125, #134, #137 Certified¹

PERFORMANCE CHARACTERISTICS

- Designed for interior and exterior surfaces
- Bonds to glossy surfaces without scuff sanding
- 35°F low application temperature
- Formulated with stain-blocking resins
- Rust inhibitive – may be used to prime ferrous metal
- Is mold and mildew resistant
- Fast drying – Topcoat in under 1 hour
- Sticks to all surfaces and sands easily
- High hiding formula blocks most stains
- Excellent for sealing water soluble tannin bleed on cedar and redwood
- Easy soap and water clean-up

PRODUCTS

SKU	DESCRIPTION
2004	1 Quart
2001	1 Gallon
2000	5 Gallon Pail

PRODUCT APPLICATION

Surfaces should be clean, dry, sound and free of dust, dirt, excessive chalky material, grime, grease, oil, wax, mildew, wallpaper, adhesive or any contamination that may interfere with adhesion. If unsure of cleanliness, always wash surface with an appropriate ammoniated cleaning solution or solvent (do not use TSP as a cleaner). Remove any peeling and/or unsound coatings. Scuff sand bare aluminum. Sand any remaining paint film edges smooth with the surface. Lightly sand exposed exterior wood with 80 to 100 grit sandpaper to remove loose or weathered wood fibers and mill glaze.

¹ Refer to the MPI website for the most current listing of MPI certified products.

PRODUCT APPLICATION (cont.)

SURFACE PREPARATION

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-Approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

PRIMING

Use on all types of bare or painted surfaces including wood, drywall, cured plaster, concrete, stucco and masonry, aluminum, vinyl, steel, galvanized metal and PVC. It has excellent adhesion to dense glossy surfaces such as enamel paints and varnishes, paneling, laminates and ceramic tile without sanding or de-glossing.

SEALING

Contains a unique resin that seals porous surfaces and provides a smooth and even finish to extend the coverage of topcoats and provide uniform and consistent sheen. It helps bind chalky surfaces and is suitable for use on moderately chalked aluminum or previously painted siding and trim.

STAIN BLOCKING

Bulls-Eye 1-2-3 Primer effectively blocks stains from grease, handprints, asphalt, crayon, graffiti, rust stains, light water stains and cedar or redwood bleed. Note: When priming over bare cedar or redwood, allow 24 hours dry time before painting. Certain applications may require a second coat of primer. Prime severe water and smoke stains and block associated odors with Zinsser B-I-N Ultimate Stain-Blocker.



**BULLS-EYE 1-2-3
WATER-BASED PRIMER**

PRODUCT APPLICATION (cont.)

APPLICATION

Shake or stir well and apply using brush, roller or sprayer (follow spray equipment manufacturer's instructions; for airless spraying use .017 tip at 2000 - 2500 P.S.I.). If thinning is required add no more than 10 oz. (295 ml) clean water per gallon and apply a second coat of primer. Apply between 35°F and 90°F (2°C and 32°C), RH < 85%.

TINTING

To improve the hiding power of the topcoat, tint Bulls Eye 1-2-3 toward the topcoat color with up to 2 oz. (59 ml) of universal colorant per gallon.

DRY TIME

Dries to the touch in about 30 minutes; can be topcoated in 1 hour. Full adhesion and hardness develops in 7 days.

PRODUCT APPLICATION (cont.)

COVERAGE

Approximately 400–450 sq. ft. (37–42m²) per gallon. May vary with application method and surface porosity.

CLEAN UP

Clean up spills and paint drips with warm water and liquid detergent. Wipe up splatters before they dry. Follow manufacturer's directions to clean spray equipment. Dispose of unused or unwanted product in accordance with local laws regulating solvent-based coatings.

LIMITATIONS

Not recommended for application to floors or decks or to surfaces subject to immersion or prolonged contact with water.



**BULLS-EYE 1-2-3
WATER-BASED PRIMER**

PHYSICAL PROPERTIES

Resin Type		Styrenated Acrylic
Pigment Type		Titanium Dioxide
Solvents		Glycol Ethers, Water
Weight	Per Gallon	10.5 lbs.
	Per Liter	1.26 kg
Solids	By Weight	50.5%
	By Volume	34.0%
Volatile Organic Compounds		<100 g/l (0.83 lbs./gal.)
Recommended Dry Film Thickness (DFT) per Coat		1.0-2.0 mils (25-50µ)
Wet Film to Achieve DFT (Unthinned material)		3.0-6.0 mils (75-150µ)
Practical Coverage at Recommended DFT (assume 15% material loss)		450 sq.ft./gal. (11.1 m ² /l) non-porous 350 sq.ft./gal. (8.6 m ² /l) porous
Dry Times at 70-80°F (21-27°C) and 50% Relative Humidity	Touch	35 minutes
	Top Coat	1 hour
	Stain Sealing	2 hours, 24 hours over cedar
	Full Hardness	7 days
Shelf Life		5 years
Flame Spread (ASTM-84-97A)		Class 1
Smoke Contribution (ASTM-84-97A)		Class 1
Flash Point		>200°F (>93°C)
Safety Information		For additional information, see SDS

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.



THEME PAINT™ FLAT, SATIN AND SEMI-GLOSS TINTABLE BASES

DESCRIPTION AND USES

Modern Masters® Theme Paint™ is a highly specialized line of water base, color saturated, exterior/interior flat, satin and semi-gloss paints. Theme Paint Tintable Bases and 13 light-fast Concentrated Colorants are specifically formulated with the finest ingredients that are resistant to the damaging effects of the sun's ultra-violet rays resulting in a highly fade resistant paint.

The theme entertainment industry uses Modern Masters Theme Paint for bold saturated, high visibility and impact colors in theme parks, themed hotels/restaurants, backdrops and facades and entertainment venues throughout the world.

Now commercial contractors needing vibrant or deep long lasting colors for retail stores fronts, restaurant chains, educational institutions and commercial properties can get the same benefits using Theme Paint!

PRODUCTS

QUART	1-GAL.	5-GAL.	DESCRIPTION
TP2010332	TP20103GAL	TP20103GAL5	Flat Tint Base
TP2010232	TP20102GAL	TP20102GAL5	Flat Deep Base
TP2010132	TP20101GAL	TP20101GAL5	Flat Neutral Base
-----	TP20203GAL	TP20203GAL5	Satin Tint Base
-----	TP20202GAL	TP20202GAL5	Satin Deep Base
-----	TP20201GAL	TP20201GAL5	Satin Neutral Base
-----	TP20303GAL	TP20303GAL5	Semi-Gloss Tint Base
-----	TP20302GAL	TP20302GAL5	Semi-Gloss Deep Base
-----	TP20301GAL	TP20301GAL5	Semi-Gloss Neutral Base

CONCENTRATED COLORANTS

Modern Masters Theme Paint water base concentrated colorants are an essential part of the Theme Paint system and thus must be used to achieve fade resistant qualities of the paint.

SKU	DESCRIPTION (Quart)
CF1050932	Orange
CF1051032	Carbon Black
CF1051132	Thalo Blue
CF1051232	Thalo Green
CF1051332	Raw Umber
CF1051432	Red Oxide
CF1051532	Rich Red
CF1051632	White
CF1051732	Yellow Oxide
CF1051832	Burnt Umber
CF1051932	Yellow
CF1052032	Bright Red
CF1052132	Violet

RECOMMENDED PRIMERS

Previously painted surfaces, galvanized metal, unfinished drywall, vinyl siding & shutters, masonry & brick, cured stucco, cast concrete, Hardiboard & Hardiplank, unfinished plywood, particle board and direct to clean metal:

- Zinsser® Bulls Eye 1-2-3®
- Rust-Oleum® Sierra Griptec™

Ferrous metal:

- Rust-Oleum® Sierra MetalMax®
- Rust-Oleum® Sierra S-70 System
- Rust-Oleum® ROC-Prime 100

Sound Rusted Metal:

- Rust-Oleum® ROC-Prime 100

Concrete:

- Zinsser® WaterTite® LV

Aluminum, anodized metals, copper:

- X-I-M UMA®

NOTE: Lower temperature and higher humidity will lengthen the dry and cure times of primers.

For Additional Information and Architectural Specifications visit ARCAT.com and search for Modern Masters Inc. or a specific product name.

PRODUCT APPLICATION

SURFACE PREPARATION

All surfaces to be painted must be entirely free of dust, dirt, oil, grease, and other contaminants. Completely remove all loose, flaking, or chalking paint from the surfaces. Use a NIOSH approved respirator when sanding and when working with old, loose paint particles. Provide adequate ventilation. Properly prime the clean, dry surface with a primer from our recommended list and allow the surface to dry completely—preferably overnight.

Warning! If you scrape, sand, or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1- 800-424-LEAD or log on to www.epa.gov/lead



THEME PAINT™ FLAT, SATIN AND SEMI-GLOSS TINTABLE BASES

PRODUCT APPLICATION (cont.)

APPLICATION

Do not apply in temperatures below 50°F/10°C or above 85°F/29°C. Lower temperatures and/or higher humidity will lengthen the dry and cure times. Higher temperatures and/or lower humidity will speed up the dry and cure times.

Modern Masters Theme Paint can be brushed, rolled, or sprayed onto any paintable, properly primed, interior or exterior surface. Stir the paint well before using.

Brushing: Use a high-quality brush recommended for water-based paints.

Rolling: When rolling, work in approximately 4-foot wide sections, keeping a wet edge.

Spraying: To spray Theme Paint, use an Airless spray unit or an Air-Assisted Airless spray unit. Use equipment manufacturer's recommended tip sizes for latex paint. Thin as needed—but carefully—as over-thinning may result in loss of hide and a reduction of the desired appearance. We recommend thinning 10% with water. When spraying, use a properly-fitted NIOSH approved respirator per the manufacturer's instructions

DRY & RECOAT

Dry and recoat times are based on 77°F and 50% relative humidity. Dry-to-touch is approximately 30 minutes. Recoat time is approximately 2 hours. Lower temperature and/or higher humidity will lengthen the dry and cure times.

PRODUCT APPLICATION (cont.)

COVERAGE

Theoretical yield is 240 to 500 square feet per 1 gallon at 1.5–2 mils dry film thickness per coat. A minimum of 2 coats are required for hide and full color development.

CLEAN UP


Clean brushes, rollers, tool, and equipment with soap and warm water immediately after use. Do not reuse containers and properly dispose of empty containers.

HANDLING AND STORAGE

Close tightly all containers when not in use. Store in a cool dry place, away from direct sunlight. Do not freeze. If Theme Paint becomes frozen, allow the paint to completely thaw and come to room temperature before use. Stir thoroughly before use.

DISPOSAL

Dispose of unused or unwanted product in accordance with local laws regulating water-based coatings.

	TECHNICAL DATA	MDM-19
	THEME PAINT™ FLAT, SATIN AND SEMI-GLOSS TINTABLE BASES	

PHYSICAL PROPERTIES

		FLAT	SATIN	SEMI-GLOSS
Resin Type		Water-based Acrylic		
Pigment Type		Fumed Silica		
Solvents		Water, Glycol Ethers		
Weight	Per Gallon	10.92-12.0 lbs.	9.13-10.58 lbs.	9.04-10.33 lbs.
	Per Liter	1.31-1.44 kg	1.09-1.27 kg	1.08-1.24 kg
Solids	By Weight	62.9-67.3%	41.5-50.9%	41.9-51.7%
	By Volume	46.5-55.0%	34.6-37.4%	35.6-38.8%
Volatile Organic Compounds		33-36 g/l	46-49 g/l	46-50 g/l
Recommended Dry Film Thickness (DFT) per Coat		1.5-2.0 mils		
Wet Film to Achieve DFT (Unthinned material)		3-8 mils	5-6 mils	4-6 mils
Practical Coverage at Recommended DFT (assume 15% material loss)		240-500 sq.ft./gal.	240-340 sq.ft./gal.	240-360 sq.ft./gal.
Dry Times at 77°F (25°C) and 50% Relative Humidity	Touch	30 minutes		
	Handle	1 hour		
	Recoat	2 hours		
	Full Cure	12 hours		
Shelf Life		5 years		
Dry Heat Resistance		200°F		
Flash Point		>200°F		
Safety Information		For additional information, see SDS		

Calculated values are shown and may vary from the actual manufactured material.

The technical data and suggestions for use contained herein are correct to the best of our knowledge, and offered in good faith. The statements of this literature do not constitute a warranty, express, or implied, as to the performance of these products. As conditions and use of our materials are beyond our control, we can guarantee these products only to conform to our standards of quality, and our liability, if any, will be limited to replacement of defective materials. All technical information is subject to change without notice.

**RUST-OLEUM CORPORATION
FIVE YEAR LIMITED MATERIAL WARRANTY
FOR**

Project Name: SAMPLE
Owner Name & Address:
Job Site Address:
Contractor Name & Address:
Warranty Number:
Warranty Start/Job Acceptance Date:

1. Scope

This limited material warranty covers color and gloss retention under normal atmospheric conditions.

2. Rust-Oleum Coating Systems (The "PRODUCTS")

Surface Preparation: SEE SPECIFICATION WRITTEN BY ROUS Technical Service # SPEC-

Coating Systems: SEE SPECIFICATION WRITTEN BY ROUS Technical Service # SPEC-

3. Limited Warranty

Rust-Oleum Corporation (hereinafter, "RUST-OLEUM") warrants to XXXXXXX (hereinafter, "Owner"), that the PRODUCTS are free from defects in materials and workmanship and will not fail, as defined in this Limited Warranty, for a period of five (5) years from the date of application of the PRODUCTS, when applied and maintained in accordance with recommendations by RUST-OLEUM and sound application practices.

This warranty specifically excludes:

- A. Dissatisfaction, problems or damage due to installation or maintenance other than as recommended by RUST-OLEUM in its printed labels, literature, Technical Data Sheets, Application Guides, and specifications;
- B. Evidence of Poor Adhesion due to incompatibility of the previous coatings or substrate unless previously tested to assure compatibility and adhesion by means of pull off ratings of greater than 300 PSI by an Elcometer 106 as outlined by ASTM standard # (D-4541);
- C. Evidence of failure is due to application being done over a previous unsound coating or substrate;
- D. Evidence of chloride ion concentration on the substrate at a concentration greater than 7µg/cm²;
- E. Damage due to accidents, alterations, misuse, abuse and neglect;
- F. Damage caused by chemical exposures not approved by RUST-OLEUM;
- G. Dissatisfaction, problems or damage due to irregularities caused by the substrate, including, but not limited to, weakness, expansion, cracking, and failure (delamination) of previous coatings.

4. Failure of PRODUCTS:

Failure of the PRODUCTS is defined as and limited to excessive fading defined as color change in excess of eight (8) CIE LAB units as measured per ASTM D2244 caused by defective RUST-OLEUM PRODUCTS, when compared to an original color control sample created by Distributor and validated by RUST-OLEUM, and does not include cosmetic or other possible defects to the surface. During the term of this Limited Warranty, failure of not more than these percentages per year, cumulatively, of the total surface area covered by the PRODUCTS shall be allowed. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original painted unexposed surface after drying. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.

Areas of failure which have resulted from damage during shipment or construction or from physical or mechanical abuse or from Owner's failure to perform the normal maintenance referred to above, from welding, interior heating, or war, fire, explosion, catastrophe, or any event or service beyond normal intended usage, as disclosed to RUST-OLEUM, shall be excluded and shall be considered normal maintenance items, correction of which shall be the responsibility of Owner.

5. Pre-Job Conference

A pre-job conference, which shall be attended by Owner, the Inspector, the site Manager and the selected Painting Contractor shall be held to ensure that all parties understand the written specification as outlined by RUST-OLEUM.

6. Application of PRODUCTS

Surface preparation and application of the PRODUCTS must be done in strict accordance with the describe appropriate Application Instructions or specifications mentioned above.

7. Maintenance

Maintenance cleaning is recommended at least once per year, or more frequently if needed, to ensure the performance and aesthetic appearance of the coating system. Use Rust-Oleum Krud Kutter Pro or Original Cleaner, or a biodegradable mild cleaner approved by Rust-Oleum Technical Service prior to use, and thoroughly rinse. Any moisture holding material, dirt, and other debris that has accumulated on the coated surface shall be removed as necessary. If the base of the structural is at grade level, any moisture holding material such as; plant growth, soil, dirt, and other debris that has collected and is in contact with the coated surface, shall be removed as necessary.

8. Conditions

This Limited Warranty is conditioned upon and will be invalidated by failure to strictly comply with the following conditions:

- A. Only RUST-OLEUM products, including thinners, are to be used as components of the PRODUCTS. Use of any non RUST-OLEUM products in whole or in part, as a component of the PRODUCTS shall invalidate this Limited Warranty.
- B. A RUST-OLEUM representative must be permitted, at any and all such times as may be requested, to observe any and all aspects of the surface preparation and PRODUCTS application work.
- C. Warranty documents must be completed and sent to Rust-Oleum Corporation, Attn: Technical Service Manager, 11 Hawthorn Pkwy, Vernon Hills, IL, 60061 with supporting inspection documentation within 30 days of project substantial completion.
- D. RUST-OLEUM must receive written confirmation from the Painting Contractor that the surface has been prepared and the PRODUCTS have been applied in strict accordance with the recommendations of RUST-OLEUM (and the Application Instructions / Specifications) by authorized Contractor signature on the last page of this Limited Warranty.
- E. RUST-OLEUM must receive written confirmation from Owner that the work has been completed in accordance with the specifications and has been accepted by authorized Owner signature on the last page of this Limited Warranty.
- F. RUST-OLEUM must receive written inspection reports from Owner and/or Contractor verifying surface preparation and application procedures as well as atmospheric data collected during the application of PRODUCTS.
- G. RUST-OLEUM Technical Department must receive tint standards from Distributor to hold as Job Standards for color retention from each batch tinted and installed on project.
- H. Completion date of project will signify the anniversary date of the project. At this time, the project is inspected and the color standard is read. Owner is responsible to have project inspected each year on the anniversary date by Third Party Inspector to compare to this color standard.
- I. RUST-OLEUM must receive full and timely payment of all RUST-OLEUM invoices, both for materials supplied to the project and for any services rendered by RUST-OLEUM.

9. RUST-OLEUM's Obligations

In the event of a failure of the PRODUCTS, RUST-OLEUM's sole obligation shall be to provide such RUST-OLEUM coating materials as may be necessary to correct the failure, PROVIDED, HOWEVER, that RUST-OLEUM shall not be obligated to provide replacement coating materials with an aggregate value, determined by selling prices as of the date(s) such replacement coating materials are supplied hereunder, in excess of one hundred percent (100%) of the total sales price of the coating materials initially applied. At such time, if any, as RUST-OLEUM shall have supplied replacement coating materials with an aggregate value equal to one hundred percent (100%) of the total sales price of the coating materials initially applied, RUST-OLEUM's obligation under this Limited Warranty shall be deemed to have been completely fulfilled. Provisions of replacement coating materials under this Limited Warranty shall neither extend the term of this Limited Warranty nor affect the allowable percentage of failure specified herein.

A failure prior to the completion of one year of service life will result with a 100% cost of material replacement. A failure after two years of service life but prior to the completion of three years of service life will result with a 75% cost of material replacement. A failure after three years of service life but prior to the completion of four years of service life will result with a 40% cost of material replacement. A failure after four years of service life but prior to the completion of five years of service life will result with a 20% cost of material replacement.

10. Notice of Claims

The PRODUCTS are manufactured to meet all the specifications and requirements of RUST-OLEUM prior to shipment from the manufacturing facility. Any claim relative to an alleged defective PRODUCT will be investigated as follows:

- A. All claims must be made in writing and sent to: Rust-Oleum Corporation, Attn: Technical Service Manager, 11 Hawthorn Pkwy, Vernon Hills, IL, 60061. All claims must be made within thirty (30) days of Owner learning of the facts upon which such claim is based. All claims not made in writing and received by RUST-OLEUM within the time period specified above shall be waived.
- B. RUST-OLEUM's laboratory will analyze and report reasons for the alleged product failure within 30 days of receiving the claim. If necessary a Field Inspection will be conducted within these 30 days.
- C. Owner may pay for an independent, recognized coating failure laboratory to determine cause of alleged failure.
- D. A third party laboratory will be hired to determine reasons for alleged failure if the conclusions reached by the laboratories described in b) and c) above are inconsistent. The costs of such third party laboratory testing will be shared on an equal basis by RUST-OLEUM and Owner.
- E. The Owner shall provide proof of purchase of the PRODUCTS and submit with this form at completion of project, along with third party inspection documentation reports.

11. Exclusions

This Limited Warranty constitutes the sole and exclusive warranty given by RUST-OLEUM with respect to the PRODUCTS; all warranties and obligations not expressly set forth herein are excluded. By way of illustration and not limitation, any and all liabilities and obligations for consequential and incidental damages, including, but not limited to, damages for injuries to persons or to property, or for labor costs, or material costs not specifically provided for herein,

or for other costs of repair work, or for loss of use or time or revenues or profits, or for any claim of negligence, or for any claims by third parties are expressly excluded from this Limited Warranty.

12. Representation

No person, including any representative RUST-OLEUM, is authorized to assume on behalf of RUST-OLEUM any liability or responsibility in addition to or different from that described above. Any and all representations, promises, warranties or statement that are in addition to or different from the terms set out above are of no force or effect.

THIS WARRANTY IS SUBJECT TO THE LIMITATIONS AND CONDITIONS DESCRIBED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

THIS WARRANTY IS ISSUED TO THE OWNER ONLY AND IS NEITHER TRANSFERABLE NOR ASSIGNABLE.

RUST-OLEUM CORPORATION:

By: _____

Title: _____

Date: _____

PAINTING CONTRACTOR:

Authorized Contractor Signature
(Work Performed in accordance with RUST-OLEUM Coating Specification)

Print Name

Date: _____

OWNER:

Authorized Owner Signature
(Work accepted as applied)

Print Name

Date: _____

DEO072721



PAINT SPECIFICATION

SUBMITTAL

PATHWAYS FOR ADULT LIFE SKILLS
515 E 7TH ST
PERRIS, CA 92570

Prepared By:
Cel Mosqueda
Sales Representative
(951) 757-2336 | cel.mosqueda@dunnedwards.com



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PAINTING PROFESSIONALS®

PAINT SPECIFICATION

Date: 2/18/2022

Project: PATHWAYS FOR ADULT LIFE SKILLS
515 E 7TH ST
PERRIS, CA 92570

Owner/
Management
Company: PERRIS UNION HIGH SCHOOL DISTRICT
HECTOR GONZALEZ
155 E 4TH STREET
PERRIS, CA 92570
951 943-6369
951 940-5301
HECTOR.GONZALEZ@PUHSD.ORG

Architect: N/A

General
Contractor: N/A

Painting
Contractor: N/A

Prepared By:
Cel Mosqueda
Sales Representative
(951) 757-2336
cel.mosqueda@dunnedwards.com



Dunn-Edwards Corporation
4885 E 52nd Place
Los Angeles, CA 90058

**THE #1 CHOICE OF
PAINTING PROFESSIONALS™**

(888) DE PAINT | dunnedwards.com

PAINTING SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes surface preparation and the application of paint systems on

1. Exterior substrates:
2. The following Exterior substrates:
 - Steel
 - Wood
 - Portland cement plaster (stucco)

MOBILE TRAILERS

B. The location of the work to be performed is:

PATHWAYS FOR ADULT LIFE SKILLS

515 E 7TH ST

Perris, CA 92570

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 35 units at 85 degrees, according to ASTM D 523
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA
- I. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
- J. RAVOC: Reactivity adjusted VOC 'Reactivity' means the ability of a VOC to promote ozone formation.
- K. PDCA: Painting & Decorating Contractors of America www.pdca.org
- L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. www.sspc.org
- M. Owner – usage of the term "Owner" shall be construed to mean the actual owner of the Property or a duly authorized representative of the owner.
- N. Property – usage of the term "Property" shall be construed to mean the property location identified in paragraph 1.1 B. 1. of this specification at which location the work shall be performed.

- O. Painting Contractor – usage of the term “Contractor” shall be construed to mean the 3rd party contractor performing the painting portion of the project.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, no smaller than 7 inches by 10 inches (177.8 mm by 254 mm) or larger than 8.5 inches by 11 inches (215.9 mm by 279.4 mm).
 - 2. Label each Sample for project, owner’s agent, general contractor, painting contractor, paint color name and number, paint brand name, 'P' number if applicable, and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas.
 - 2. VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Ten [10] percent, but not less than [1 gal. (3.8 L)] of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Owner’s agent will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: owner’s agent will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by owner’s agent at a cost to be agreed upon by Contractor and Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the paint systems indicated unless owner’s agent specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C) or more than 120 deg F (49 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Surfaces must be clean and moisture free. Prime and paint as soon as possible. Do not apply paints in snow, rain, fog, or mist. No painting shall be done immediately after rain or foggy weather or when the temperature is below 50 °F. Substrate temperature must be 5 °F or more above dew point temperature while painting and during the coating's cure time. Avoid painting surfaces while they are exposed to a full, hot sun.
- B. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.
- C. WIND VELOCITY: Excessive wind velocity can seriously impair spray application, resulting in significant material loss, low film build, excessive dry spray or overspray, plus the possibility of depositing airborne spray mist on unprotected surfaces downwind from the work. Some of these adverse effects can be compensated for by material and equipment adjustments if winds are not too high. Generally speaking, wind velocity 15 m.p.h. or higher can cause sufficient spray application problems, in which case suspending work until conditions improve should be considered.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured or distributed by the Dunn-Edwards Corporation.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited.
- D. Colors: As indicated in a color schedule.
 - 1. Where color is selected prior to bid submittal, Contractor shall bid [one (1)], [two (2)], or more finish coats, as appropriate to the color selected, and shall expressly state number of finish and prime coats and type (full or spot) of prime coat.

2. When the final color has not been selected prior to bid submittal, Contractor may need to bid additional coats when submitting their bid. The Owner should be aware that if a color is chosen following the bid process and the color is significantly different from original color, a change order for an additional finish coat might be required.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure.
 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Paragraph 2.2.A. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

Interior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 8 percent or less.
4. Plaster: 5 percent or less.
5. Gypsum Board: 5 percent or less.

Exterior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 15 percent or less.
4. Plaster: 5 percent or less.

- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.
- D. Interior and/or exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- E. Concrete floors require a calcium chloride test to measure hydrostatic pressure. Consult floor coating manufacturer with test results prior to beginning surface preparation.
- F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call EPA's National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or www.epa.gov/asbestos, or contact your state or local Health Department.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- D. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply bond coat as required to produce paint systems indicated.
- E. Where mildew is present, remove mildew by scrubbing with a commercial mildew remover, or, with a solution of one (1) part household bleach mixed in three (3) parts water by volume. The solution should be left on the surface for a minimum of twenty (20) minutes, rinsed thoroughly with clean water to remove any residue, and then allowed to dry completely prior to application of patching/caulking/prime/finish coat systems.
- F. Moisture: All areas that may cause paint failure due to moisture shall be addressed and eliminated. This would include, but is not limited to:
 - 1. Gutters and downspouts not working properly.
 - 2. Previous coats of paint not adhering properly.
 - 3. Wood checking (cracks and splits in wood).

4. Deteriorated caulking.
 5. Gaps between substrates.
 6. Rotten wood.
 7. Areas affected by water splashing.
 8. Painting in inclement weather.
 9. Painting a substrate where residual moisture exceeds limits stated in 3.1.B.
 10. Un-caulked nail holes.
- G. Pressure washing and surface preparation methods
1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale, and loose paint at pressures of 2500-3500 p.s.i. at a flow of 3.0-3.5 gallons per minute. This is the recommended standard for optimal efficiency.
- H. Prior to application of prime/finish interior and/or exterior coat systems, provide a clean, sound surface free of dust, dirt contaminants, mildew and efflorescence by use of a power wash and hand scraping or use of mechanical grinders where necessary. Additionally, areas are to be scrubbed with a bristle brush to insure complete removal of any residual salts. Remove all labels, stickers, price tags, etc. from surfaces before priming. Wood areas stamped with ink codes must be spot primed with blocking primers. Power wash areas to be coated to ensure that new salt deposits do not occur. Failure to do so may cause adhesion issues or result in delamination and invalidate any manufacturer warranty given or implied. After cleaning if there is still chalk evident, this condition must be brought to the owner's attention in writing before any further work is done.
- I. Cementitious Substrates: (concrete, stucco, masonry) Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
1. Wire brush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats. Industry standards apply to applications of cracks, voids, and repairs. Any areas of repair shall be patched and dried before coatings are applied. Cracks should be repaired as follows: 1. Cracks less than ¼" wide should be filled using Dunn-Edwards Brush Grade Elastomeric Patch. 2. Cracks wider than ¼" should be cut and scraped to a "V" shape and filled with Dunn-Edwards Trowel Grade Elastomeric Patch. Large cracks and holes may require repeated applications of patching materials to bring flush with adjacent substrate. Feather-in all repairs and caulking to blend with adjacent substrate.
 2. Large holes in stucco / plaster/ concrete will be patched with Rapid Set Premium Stucco Patch or Rapid Set Wunderfixx Concrete Patching Compound in appropriate texture to blend with existing texture. Allow stucco patch to cure to acceptable pH level (10) prior to application of prime/finish coat systems. Caulk large cracks in stucco / plaster/ cement with GE-Life Time 920.
 3. Spot prime over all patched areas, cracks, and holes then use an appropriate topping material to match existing surface level and texture.

- J. All Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing.
- a. a. SSPC-SP 1, "Solvent Cleaning."
 - b. b. SSPC-SP 2, "Hand Tool Cleaning."
 - c. c. SSPC-SP 3, "Power Tool Cleaning."
1. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with a wire brush attachment. Any rust spots or bare metal should receive the appropriate prime coat. Rust inhibited primer to be applied on all properly prepared surfaces where rust is evident. Any hard, glossy surfaces should be dulled. Previously painted ferrous metal in sound condition should be washed down with a strong detergent-type cleaner such as Krud-Kutter or Simple Green.
 2. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
 3. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
 - a. All galvanized gutters and flashing should be thoroughly cleaned to remove loose and peeling paint.
 - b. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
 - c. Prime bare metal with the specified galvanized metal primer.
 - d. Any rust on galvanized metal must be removed. Clean to bare metal and apply a rust inhibitive primer.
 4. Aluminum Substrates: Remove loose surface oxidation.
- K. Wood Substrates:
1. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T1-11) shall be replaced. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for interior and/or exterior use in paint system indicated.
 2. Sand and dust surfaces that will be exposed to view.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 5. Spot prime all patched and filled areas as well as any new wood with the appropriate primer or sealer as stated in the Finish Schedule.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations.
1. Use applicators and techniques suited for paint and substrate indicated.
 2. The number of coats scheduled is the minimum number of coats required. Additional coat(s) shall be applied at no additional cost to the Owner, to completely hide base

- material, provide uniform color, and to produce satisfactory finish results.
3. Apply coatings without thinning except as specifically required by label directions, or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.
 4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 5. Paint both sides and edges of interior and/or exterior doors and entire exposed surface of interior and/or exterior door frames.
 6. Paint entire exposed surface of window frames and sashes.
 7. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 8. Priming may not be required on items delivered with prime or shop coats, unless otherwise specified. Touch up prime coats applied by others as required ensuring an even primed surface before applying finish coat.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed to view:
 - a. Equipment, including panel boards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by owner's agent, and leave in an undamaged condition.
- D. At completion of activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 Exterior PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or muddled appearance. Properly correct all non-complying work to the satisfaction of owner and owner's representative and the representative of the paint manufacturer.
- C. Paint application finish schedule:

Stucco

- First Coat: EFF-STOP Select Masonry Primer/Sealer (ESSL00)
- Second Coat: SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10)
- Third Coat: SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10)

SPECIAL NOTES AND INSTRUCTIONS:

- A. REPAIR ALL CRACK WITH OUR ELASTOMERIC PATCHING COMPOUND

Metal, and combinations

- Spot Prime: ENDURAPRIME, Interior/Exterior Acrylic Rust Preventative Metal Primer (ENPR00)
- First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
- Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. CLEAN SAND TO REMOVE ALL RUST FROM THE SURFACE PRIOR ANY PAINT APPLICATION

Metal Handrails

- Spot Prime: ENDURAPRIME, Interior/Exterior Acrylic Rust Preventative Metal Primer (ENPR00)
- First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)
- Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. CLEAN SAND TO REMOVE ALL RUST FROM THE SURFACE PRIOR ANY PAINT APPLICATION

MOBILE TRAILERS

Spot Prime: EZ Prime Select

First Coat: SPARTASHIELD, Exterior 100% Acrylic Semi-Gloss Paint (SSHL50)

Second Coat: SPARTASHIELD, Exterior 100% Acrylic Semi-Gloss Paint (SSHL50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. REPAIR ALL CRACK AND OPENINGS WITH OUR ELASTOMERIC PATCHING COMPOUND PRIOR ANY PAINT APPLICATION

For lead safety refer to 3.2 B. and Dunn-Edwards PDS sheets under Special Instructions.

END OF PAINTING SPECIFICATION

SURFACE PREPARATION

All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

FERROUS METALS (Iron & Steel)

Remove all oil and grease from surfaces per SSPC-SP1. Minimum surface preparation is Hand Tool Clean per SSPC-SP2. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primers are recommended for maximum performance.

PREVIOUSLY PAINTED SURFACES

If substrates are in sound condition, clean the surface of all contaminants. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

SPECIAL INSTRUCTIONS

- **CAUTION:** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. **EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH.** Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call EPA's National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or [/asbestos](http://www.epa.gov/asbestos), or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Do not apply at air or surface temperatures below 50°F.

PRIMERS

METAL

Ferrous:

**BLOC-RUST® Premium (BRPR00), or
ENDURAPRIME™ Metal Primer (ENPR00)**



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

EFF-STOP® Select

Interior/Exterior Masonry Primer/Sealer

ESSL00



DESCRIPTION: EFF-STOP® Select is an interior and exterior 100% acrylic masonry primer/sealer that provides very good resistance to alkali and efflorescence. EFF-STOP Select can be used on properly cured tilt-up concrete, poured-in-place concrete, stucco, and block.

PRODUCT INFORMATION

SOLVENT TYPE: Water **RESIN TYPE:** 100% acrylic

FINISH (ASTM D 523): 5–10% on a 60° meter

COLORS: White. EFF-STOP Select may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.

VISCOSITY@77°F/25°C (ASTM D 562): 80–85 KU

MAXIMUM VOC CONTENT 50 g/L (as supplied)	MAXIMUM RAVOC (Reactivity-Adjusted VOC) 30 g/L
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SOLIDS BY VOLUME (ASTM D 2697) 37.0% ± 2%	SOLIDS BY WEIGHT 49.0% ± 2%
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WEIGHT PER GALLON (ASTM D 1475): 10.50 lbs.

COMPOSITION BY WEIGHT

Pigment–27.8%		Vehicle–72.2%	
*Prime pigments	8.4	Acrylic resins	21.0
Reinforcing pigments	19.4	Water & additives	51.2

**Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.*

RECOMMENDED FILM THICKNESS PER COAT

Wet: 5.4 mils	Dry: 2.0 mils
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PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS
Approximately 200–300 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 30–60 minutes	Recoat: 2–4 hours
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Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: One-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See **Paint Storage Best Practices** Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2013; CHPS Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; CRGI Green Wise Certified

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

- SPECIAL INSTRUCTIONS**
- **CAUTION:** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
 - This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
 - New tilt-up concrete panels must be cleaned and free from bond-breakers, form-release agents, and/or curing compounds.
 - New concrete should be allowed to cure for at least 14 days before applying EFF-STOP® Select.
 - Do not apply when the air or surface temperature is below 50°F.

USE AS A SEALER FOR

MASONRY

Stucco:	}	EFF-STOP® Select (ESSL00)
Tilt-up concrete:		
Poured-in-place:		
Brick:		
Concrete block:	}	Smooth BLOCFIL™ Select (SBSL00)
Smooth trowel:		EFF-STOP® Select (ESSL00)



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

EZ-PRIME® Select

Exterior Wood Primer

EZSL00



≤ 50 g/L VOC*

DESCRIPTION: EZ-PRIME® Select is an exterior acrylic primer that provides excellent enamel holdout and tannin stain resistance on woods such as redwood and cedar, which are subject to stain bleeding. EZ-PRIME Select is also recommended on exterior plywood and T1-11 siding.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne		RESIN TYPE: Acrylic	
FINISH (ASTM D 523): 5–15% on a 60° meter			
COLORS: White. EZ-PRIME Select may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.			
VISCOSITY@77°F/25°C (ASTM D 562): 90–100 KU			
MAXIMUM VOC CONTENT 50 g/L (as supplied)		MAXIMUM RAVOC (Reactivity-Adjusted VOC) 25 g/L	
SOLIDS BY VOLUME (ASTM D 2697) 38.0% ± 2%		SOLIDS BY WEIGHT 52% ± 2%	
WEIGHT PER GALLON (ASTM D 1475): 10.73 lbs.			
COMPOSITION BY WEIGHT			
Pigment–29.4%		Vehicle–70.6%	
Prime pigments* 14.1	Resin Solids..... 20.9	Reinforcing pigments..... 15.3	Water & additives 49.7
<i>*Prime pigments include all pigments directly adding to the hiding power of this paint.</i>			
RECOMMENDED FILM THICKNESS PER COAT			
Wet: 5.2 mils		Dry: 2 mils	
PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS Approximately 250–300 sq. ft. per gallon, depending on surface conditions and application techniques.			
THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)			
To touch: 30–60 minutes		Recoat: 2–4 hours (see Special Instructions)	
Dry times and recoat times are temperature, humidity and film thickness dependent.			
APPLICATION EQUIPMENT: Brush, roller, airless spray			

AIRLESS SPRAY	BRUSH	ROLLER
PRESSURE: 2000–2500psi	Nylon/Polyester	¾" - ¾" nap
TIP: 0.015" - .019"		

PACKAGING: Quart, one-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2019; MPI Approved Product #6; CRGI Green Wise Certified

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

HEALTH & SAFETY: CAUTION! INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• **KEEP OUT OF REACH OF CHILDREN** •

Ingredient (CAS#): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Nepheline Syenite (37244-96-5); Talc, Non-Asbestos (14807-96-6).

⚠ **WARNING!** Cancer and Reproductive Harm – www.P65Warnings.ca.gov

SPECIAL INSTRUCTIONS

- **CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call U.S. EPA’s lead hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Exterior wood may be allowed to contain no more than 15% moisture. Painting over wood with excessively high moisture content can result in loss of adhesion, blistering, peeling, cracking, and discoloration.
- Apply two coats of EZ-PRIME® Select on redwood and cedar in order to stop tannin bleeding. Allow first coat to dry for 24 hours before applying the second coat.
- Do not apply when the air or surface temperature is below 50°F.

USE AS A PRIMER FOR

WOOD

Trim, sash, fascia: }
Rough-sawn: } **EZ-PRIME® Select (EZSL00)**
T1-11 siding: }
Plywood: }

SYNTHETIC WOOD

Masonite: }
Hardboard: } **EZ-PRIME® Select (EZSL00)**
MDO siding: }



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

ARISTOSHIELD®

Interior/Exterior Semi-Gloss Paint ASHL50



DESCRIPTION: ARISTOSHIELD® Semi-Gloss is an ultra-premium interior/exterior ultra-low VOC enamel formulated with advanced water-based urethane alkyd technology for an oil-like finish. It is ideal for use on high-end residential, commercial, and industrial projects where superior performance and durability are required on doors, trim, cabinets, as well as metal surfaces such as wrought iron, garage doors, hand rails, and metal doors.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne		RESIN TYPE: Waterborne urethane alkyd	
FINISH (ASTM D 523): Semi-Gloss: 65–80% on a 60° meter after 14 days.			
COLORS: Stock colors: Black, Swiss Coffee. Other colors, as well as 6 OSHA safety colors, can be special ordered or store mixed.			
TINT BASES: L Tintable White, M Medium, U Ultra Deep			
VISCOSITY@77°F/25°C (ASTM D 562): 95–105 KU			
MAXIMUM VOC CONTENT 50 g/L (as supplied)		MAXIMUM RAVOC (Reactivity-Adjusted VOC) 50 g/L	
SOLIDS BY VOLUME (ASTM D 2697) 37.2% ± 2%		SOLIDS BY WEIGHT 52.0% ± 2%	
WEIGHT PER GALLON (ASTM D 1475): 10.85 lbs.			

COMPOSITION BY WEIGHT

Pigment–26.7%		Vehicle–73.3%	
*Prime pigments	26.7	Resins	23.6
Reinforcing pigments	0.0	Water & additives	49.7
<i>*Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.</i>			

RECOMMENDED FILM THICKNESS PER COAT

Wet: 4.0 mils Dry: 1.5 mils

PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 325–375 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 45-90 minutes Recoat: After 4-6 hours*
Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: Quart, one-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen2013; LEED 2009 IEQ Credit 4.2

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

SPECIAL INSTRUCTIONS

- CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Do not apply when the air or surface temperature is below 50°F.

PRIMERS

DRYWALL

Textured:
Untextured:
Skim-coated: } **VINYLASTIC® Premium (VNPR00)**

MASONRY

Plaster:
Tilt-up concrete:
Poured-in-place:
Brick:
Concrete block: } **EFF-STOP® Premium (ESPR00)**
**Medium BLOCFIL™ Premium (MBPR00),
Smooth BLOCFIL™ Premium (SBPR00) or
Smooth BLOCFIL™ Select (SBSL00)**
Smooth trowel: **SUPER-LOC® Premium (SLPR00)**

WOOD

Doors, trim: **INTER-KOTE® Premium (IKPR00),
ULTRA-GRIP® Premium (UGPR00)
BLOCK-IT® Premium (BIPR00) or
EZ-PRIME® Premium (EZPR00) – EXTERIOR ONLY**

SYNTHETIC WOOD

Masonite:
Hardboard: } **INTER-KOTE® Premium (IKPR00),
ULTRA-GRIP® Premium (UGPR00) or
BLOCK-IT® Premium (BIPR00)**

METAL

Ferrous¹: **BLOC-RUST® Premium (BRPR00) or
ULTRASHIELD® Galvanized Metal Primer (ULGM00) –
INTERIOR ONLY**
Non-ferrous: **ULTRASHIELD® Galvanized Metal Primer (ULGM00) or
BLOC-RUST® Premium (BRPR00)**

¹DTM (Direct to Metal): ARISTOSHIELD can be used as a direct to metal coating on properly prepared steel surfaces by applying two (2) coats of ARISTOSHIELD. Note: for best corrosion protection, one (1) coat of BLOC-RUST Premium primer and two (2) coats of ARISTOSHIELD topcoat are recommended.



THE #1 CHOICE OF PAINTING PROFESSIONALS®

SPARTASHIELD®

Exterior Flat Paint
SSHL10



DESCRIPTION: SPARTASHIELD® Flat is a premium exterior, ultra-low VOC, 100% acrylic flat paint. It is ideal for use on residential and commercial projects, such as single family or multi-tenant housing, schools, hotels, or hospitals. SPARTASHIELD Flat provides very good color retention and efflorescence resistance. It can be used on properly prepared and primed masonry, concrete, stucco, tilt-up, metal, and can be used on properly primed or previously painted rough-sawn wood. Can be used at surface and air temperatures down to 35°F.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne | **RESIN TYPE:** 100% acrylic

FINISH (ASTM D 523): Flat: <2.5% on a 60° meter; <2.5% on an 85° meter

COLORS: Stock colors: Swiss Coffee.

TINT BASES: L Tintable White, M Medium, U Ultra Deep

VISCOSITY@77°F/25°C (ASTM D 562): 100–110 KU

MAXIMUM VOC CONTENT 50 g/L (as supplied)	MAXIMUM RAVOC (Reactivity-Adjusted VOC) 25 g/L
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SOLIDS BY VOLUME (ASTM D 2697) 41.0% ± 2%	SOLIDS BY WEIGHT 57.0% ± 2%
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WEIGHT PER GALLON (ASTM D 1475): 11.79 lbs.

COMPOSITION BY WEIGHT

Pigment—42.7%		Vehicle—57.3%	
*Prime pigments	20.7	Acrylic resins	12.5
Reinforcing pigments	22.0	Water & additives	44.8

**Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.*

RECOMMENDED FILM THICKNESS PER COAT

Wet: 3.6 mils | Dry: 1.5 mils

PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS
Approximately 375–425 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C

To touch: 1–2 hours | Recoat: 4–6 hours
Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: Quart, one-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2013; MPI Approved Product #10, #16; CRGI Green Wise Certified

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

SPECIAL INSTRUCTIONS

- **CAUTION:** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Certain woods, such as redwood, cedar, and spruce, contain water-soluble extracts (tannins) that may discolor lighter colors. In these situations, it is recommended to prime the wood with **EZ-PRIME® Premium (EZPR00)** before applying **SPARTASHIELD® Exterior 100% Acrylic Flat**.
- For best results on new rough-sawn wood, prime with **EZ-PRIME® Premium (EZPR00)** and apply two coats of **EVERSHIELD® Exterior 100% Acrylic Flat (EVSH10-2)**.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product’s application conditions.

PRIMERS

MASONRY

Plaster:	}	EFF-STOP® Premium (ESPR00), EFF-STOP® Select (ESSL00) or FLEX-PRIME® Select (FPSL00)
Tilt-up concrete:		
Poured-in-place:		
Brick:		
Smooth trowel:		SUPER-LOC® Premium (SLPR00)
Concrete block:		Smooth BLOCFIL Premium (SBPR00), Smooth BLOCFIL Select (SBSL00) or FLEX-PRIME® Select (FPSL00)

WOOD

Trim, sash, fascia:	}	EZ-PRIME® Premium (EZPR00)
T1-11 siding:		
Rough-sawn:		
Masonite:	}	ULTRA-GRIP® Premium (UGPR00) or ULTRA-GRIP® Select (UGSL00)
Hardboard:		
MDO siding:		

METAL

Ferrous:	BLOC-RUST® Premium (BRPR00) or ULTRASHIELD® Galvanized Metal Primer (ULGM00)
Non-ferrous:	ULTRASHIELD® Galvanized Metal Primer (ULGM00) or ULTRA-GRIP® Premium (UGPR00) or ULTRA-GRIP® Select (UGSL00)



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SPARTASHIELD®

Exterior Semi-Gloss Paint SSHL50-1



DESCRIPTION: SPARTASHIELD® Semi-Gloss is a premium exterior, ultra-low VOC, 100% acrylic semi-gloss paint. It is ideal for use on residential and commercial projects, such as single family and multi-tenant housing, schools, hotels, or hospitals. SPARTASHIELD Semi-Gloss provides very good color retention, grain-crack resistance, and block resistance and is smooth flowing and easy to use. SPARTASHIELD Semi-Gloss can be used on properly prepared and primed interior and exterior masonry, stucco, concrete, wood, and metal. Can be used at surface and air temperatures down to 35°F.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne		RESIN TYPE: 100% acrylic	
FINISH (ASTM D 523): Semi-Gloss: 40–50% on a 60° meter			
COLORS: Stock colors: Swiss Coffee.			
TINT BASES: L Tintable White, M Medium, U Ultra Deep			
VISCOSITY@77°F/25°C (ASTM D 562): 85–91 KU			
MAXIMUM VOC CONTENT 50 g/L (as supplied)		MAXIMUM RAVOC (Reactivity-Adjusted VOC) 25 g/L	
SOLIDS BY VOLUME (ASTM D 2697) 37.0% ± 2%		SOLIDS BY WEIGHT 46.5% ± 2%	
WEIGHT PER GALLON (ASTM D 1475): 10.06 lbs.			
COMPOSITION BY WEIGHT			
Pigment—21.2%		Vehicle—78.8%	
*Prime pigments 19.9		Acrylic resins 21.7	
Reinforcing pigments 1.3		Water & additives 57.1	
*Prime pigments include titanium dioxide (TiO ₂), plus all other pigments directly adding to the hiding power of this paint.			
RECOMMENDED FILM THICKNESS PER COAT			
Wet: 3.9 mils		Dry: 1.5 mils	
PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS Approximately 350–400 sq. ft. per gallon, depending on surface conditions and application techniques.			
THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)			
To touch: 1–2 hours		Recoat: 4–6 hours	
Dry times and recoat times are temperature, humidity and film thickness dependent.			
APPLICATION EQUIPMENT: Brush, roller, airless spray			
PACKAGING: One-gallon, five-gallon containers			
STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <i>Paint Storage Best Practices</i> Technical Bulletin at dunnedwards.com for more information.			
CLEANUP: Warm, soapy water			
DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com . Do not mix with other products.			
CONFORMS TO: ARB 2007 SCM & CALGreen 2013; LEED 2009 IEQ Credit 4.2; MPI Approved Product #11; CRGI Green Wise Certified			
SAFETY DATA SHEET: Available at www.dunnedwards.com			
SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.			

SPECIAL INSTRUCTIONS

- CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or/and asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product’s application conditions.

PRIMERS

DRYWALL

Textured: } VINYLASTIC® Premium (VNPR00) or
 Untextured: } VINYLASTIC® Select (VNSL00)
 Skim-coated: }

MASONRY

Plaster: }
 Tilt-up concrete: } EFF-STOP® Premium (ESPR00) or
 Poured-in-place: } EFF-STOP® Select (ESSL00)
 Brick: }
 Smooth trowel: SUPER-LOC® Premium (SLPR00)
 Concrete block: Smooth BLOCFIL Premium (SBPR00),
 Smooth BLOCFIL Select (SBSL00) or
 FLEX-PRIME® Select (FPSL00)

WOOD/SYNTHETIC WOOD-INTERIOR

Trim, doors: } INTER-KOTE® Premium (IKPR00),
 Masonite: } ULTRA-GRIP® Premium (UGPR00) or
 Hardboard: } ULTRA-GRIP® Select (UGSL00)

WOOD-EXTERIOR

Trim, sash, fascia: }
 Rough-sawn: } EZ-PRIME® Premium (EZPR00)
 T1-11 siding: }

METAL

Ferrous: ULTRA-GRIP® Premium (UGPR00)—INTERIOR ONLY,
 ULTRA-GRIP® Select (UGSL00)—INTERIOR ONLY,
 BLOC-RUST® Premium (BRPR00) or
 ULTRASHIELD® Galvanized Metal Primer (ULGM00)
 Non-ferrous: ULTRASHIELD® Galvanized Metal Primer (ULGM00),
 ULTRA-GRIP® Premium (UGPR00) or
 ULTRA-GRIP® Select (UGSL00)



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SAFETY DATA SHEET

SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

The following Safety Data Sheet (SDS) is being provided pursuant to requirements of the Fed/OSHA (29 CFR 1910.1200) and Cal/OSHA (8 CCR 5194) Hazard Communication Standards. The health and hazards information given here is based on data believed to be accurate by Dunn-Edwards Corporation; we do not, however, assume any liability for the accuracy or completeness of this information. We neither suggest nor guarantee that any hazards mentioned are the only ones that may exist. All persons intending to rely on any recommendation, or to use any technique, equipment, or material mentioned should first satisfy themselves that they can meet all applicable safety and health standards.

The following SDS supersedes any previously issued SDS for each product covered. The reader is advised to destroy any obsolete SDS and refer only to this SDS. As permitted by OSHA, each SDS may apply to a class of products which have similar hazards and contents.

Products covered by this SDS are listed below:

ACBL10-0: ACRI-BUILD Flat	ESPR00-1: EFF-STOP Premium
ACHS10-0: ACRI-HUES Flat	ESSL00-0: EFF-STOP Select
ACHS30-0: ACRI-HUES Eggshell	EVER10-0: EVEREST Flat
ACHS50-0: ACRI-HUES Semi-Gloss	EVER20-0: EVEREST Velvet
ACWC10-0: ACRI-WALL Flat Concentrate	EVER30-0: EVEREST Eggshell
ACWL10-0: ACRI-WALL Flat Ready-To-Use	EVER50-0: EVEREST Semi-Gloss
ACWL30-0: ACRI-WALL Eggshell	EVSH10-2: EVERSIELD Flat
ACWL50-0: ACRI-WALL Semi-Gloss	EVSH10-3: EVERSIELD Flat
AQUA10-1: AQUAFALL Flat	EVSH20-2: EVERSIELD Velvet
AQUA30-1: AQUAFALL Eggshell	EVSH20-3: EVERSIELD Velvet
AQUA50-1: AQUAFALL Semi-Gloss	EVSH30-2: EVERSIELD Eggshell
ASHL30-0: ARISTOSHIELD Eggshell	EVSH30-3: EVERSIELD Eggshell
ASHL40-0: ARISTOSHIELD Low Sheen	EVSH40-2: EVERSIELD Low-Sheen
ASHL50-0: ARISTOSHIELD Semi-Gloss	EVSH40-3: EVERSIELD Low-Sheen
ASHL70-0: ARISTOSHIELD High Gloss	EVSH50-2: EVERSIELD Semi-Gloss
AWLL50-0: ARISTOWALL Semi-Gloss	EVSH50-3: EVERSIELD Semi-Gloss
AWLL60-0: ARISTOWALL Gloss	EVSH60-2: EVERSIELD Gloss
BIPR00-1: BLOCK-IT Premium	EVSH60-3: EVERSIELD Gloss
BRPR00-2-RO: BLOC-RUST Premium, Red Oxide	EXQT10-0: EXQUISITE Matte
BRPR00-2-WH: BLOC-RUST Premium, White	EZPR00-1: EZ-PRIME Premium
DURA50-0: DURAFLO Semi-Gloss	FPSL00-1: FLEX-PRIME Select
DURA50-1: DURAFLO Semi-Gloss	FTXS10-0: FLEX-TEX Smooth
DURA60-0: DURAFLO Gloss	IKPR00-1: INTER-KOTE Premium Zero VOC
DURA60-1: DURAFLO Gloss	PMCE10-0: CONTRACTOR'S EDGE Flat
ENCT30-0: ENDURA-COAT Eggshell	PMCE30-0: CONTRACTOR'S EDGE Eggshell
ENCT50-0: ENDURA-COAT Semi-Gloss	PMCE50-0: CONTRACTOR'S EDGE Semi-Gloss
ENCT60-0: ENDURA-COAT Gloss	PRWL00-0: PREP-WALL Drywall Surface Conditioner
ENPR00-0-GR: ENDURAPRIME, Gray	
ENPX50-0: ENDURACAT Semi-Gloss	

continued

SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS *continued*

QKWL10-0: QUIK-WALL Flat
SBPR00-0: Smooth BLOCFIL Premium
SBSL00-1: Smooth BLOCFIL Select
SFSL00-1: SURFACO Select
SLPR00-2: SUPER-LOC Premium
SPMA10-1: SUPREMA Flat
SPMA20-1: SUPREMA Velvet
SPMA30-0: SUPREMA Eggshell
SPMA40-0: SUPREMA Low Sheen
SPMA50-0: SUPREMA Semi-Gloss
SSHL10-0: SPARTASHIELD Flat
SSHL20-0: SPARTASHIELD Velvet
SSHL30-0: SPARTASHIELD Eggshell
SSHL40-0: SPARTASHIELD Low Sheen
SSHL50-1: SPARTASHIELD Semi-Gloss
SSHL60-1: SPARTASHIELD Gloss
SSHV10-0: SPARTASHIELD VA Flat
SWLL10-0: SPARTAWALL Flat
SWLL20-1: SPARTAWALL Velvet
SWLL30-1: SPARTAWALL Eggshell
SWLL40-1: SPARTAWALL Low Sheen
SWLL50-1: SPARTAWALL Semi-Gloss
SWLR10-0: SUPER-WALL Flat Ready-To-Use
SZRO10-0: SPARTAZERO Flat
SZRO20-0: SPARTAZERO Velvet
SZRO30-0: SPARTAZERO Eggshell

SZRO40-0: SPARTAZERO Low Sheen
SZRO50-0: SPARTAZERO Semi-Gloss
UGPR00-1: ULTRA-GRIP Premium
UGSL00-1: ULTRA-GRIP Select Zero VOC
ULDM00-0-GR: ULTRASHIELD DTM Gray Primer
ULDM50-0: ULTRASHIELD DTM Semi-Gloss Paint
ULGM00-0: ULTRASHIELD Galvanized Metal Primer
ULMS00-0: ULTRASHIELD Multi-Surface Primer
ULSB10-0: ULTRA-SCRUB Flat
ULSH40-0: ULTRASHIELD Low Sheen Paint
ULSH60-0: ULTRASHIELD Gloss Paint
VNPL00-0: VINYLASTIC Plus
VNPR00-1: VINYLASTIC Premium Ultra-Low VOC
VNSL00-1: VINYLASTIC Select Zero VOC
W 350: Interior W/B Acrylic Clear Finish
W 360V: ENDURASEAL
W 370: ENDURAWALL
W 615: ACOUSTIKOTE
W 2456V: Latex Roof Coating
W 5361: Athletic Field Striping Paint
W 6139: Acrylic Elastomeric Coating AZ
W 6160E: VERSAGLO
W 6220E: VERSAGLOSS
W 6230E: VERSAWALL
W 6240: VERSAFLAT
W 6250E: VERSASATIN

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT IDENTIFICATION:
SEE COVER PAGE FOR LIST OF PRODUCTS COVERED

MANUFACTURER: DUNN-EDWARDS CORPORATION
4885 EAST 52ND PLACE
LOS ANGELES, CA 90058-5507

PRODUCT TYPE: WATERBORNE PAINT
RECOMMENDED USE: ARCHITECTURAL COATING

EMERGENCY PHONE: 1-800-222-1222
OTHER CALLS: (323) 826-2663
FAX NUMBER: (323) 771-1611

HMIS CODES: H F R PP
0 0 0 E



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SECTION 2: HAZARDS IDENTIFICATION

GHS CLASSIFICATION: NOT A HAZARDOUS SUBSTANCE OR MIXTURE

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) HAZARD STATEMENT: (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS, SPRAY MIST AND SANDING DUST. WEAR APPROPRIATE NIOSH-APPROVED RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING. AVOID CONTACT WITH SKIN AND EYES. CLOSE CONTAINER AFTER EACH USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP BETWEEN 40°F AND 110°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
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NO REPORTABLE HAZARDOUS INGREDIENTS.

NOTE: EXPOSURES TO POSSIBLE HAZARDOUS INGREDIENTS BELOW REPORTING THRESHOLDS CAN BE MINIMIZED OR AVOIDED BY FOLLOWING RECOMMENDED PROCEDURES FOR SAFE HANDLING, STORAGE, DISPOSAL, AND USE.

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 4: FIRST-AID MEASURES

EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK 1 OR 2 GLASSES OF WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 110°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH				OSHA EXPOSURE LIMITS		VAPOR PRESS mmHg @ TEMP
			TLV/TWA	PPM	TWA	PPM	MG/M ³	STEL	

NO REPORTABLE HAZARDOUS INGREDIENTS.

ENGINEERING CONTROLS: USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.

VENTILATION : NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT; OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.

RESPIRATORY PROTECTION: FOR SPRAY APPLICATION, USE A NIOSH-APPROVED PARTICULATE FILTER MASK (N95 OR HIGHER) TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH ALLERGIES OR ASTHMA MAY NEED AN ORGANIC VAPOR/PARTICULATE RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT).

WHEN SANDING, SCRAPING, OR ENGAGING IN ANY ACTIVITY THAT GENERATES AIRBORNE NUISANCE DUST, WEAR A NIOSH-APPROVED PARTICULATE FILTER MASK (N95 OR HIGHER) TO AVOID BREATHING DUST. FINISH BY WATER-WASHING ALL SURFACES TO REMOVE DUST.

EYE PROTECTION: USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.

SKIN PROTECTION: USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.

WORK HYGIENIC PRACTICES: WASH HANDS AND FACE BEFORE EATING OR DRINKING.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR	
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR	
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	~1.4 (H ₂ O = 1)	
pH AS SUPPLIED:	~8.5	SOLUBILITY IN WATER:	PARTLY SOLUBLE	
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)	
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)	
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSITION TEMP:	(NO INFORMATION AVAILABLE)	
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	85 – 115 KU	
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: ~35%	BY WT: ~50%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: ~65%	BY WT: ~50%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)			

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.

CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.

POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.

CONDITIONS TO AVOID: AVOID STORAGE AT TEMPERATURES BELOW 40° F OR ABOVE 110° F.

INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.

HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SECTION 11: TOXICOLOGICAL INFORMATION

LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, EYE AND SKIN CONTACT

SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE TO THIS PRODUCT DURING NORMAL USE WITH RECOMMENDED PERSONAL PROTECTION AS NEEDED.

NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)

CARCINOGENICITY: NTP? NO. IARC? NO. OSHA? NO. PROP 65? NO.

HAZARDOUS BY-PRODUCTS: SPRAY APPLICATION OF THIS PRODUCT CAN GENERATE SPRAY MIST, WHICH MAY BE HAZARDOUS TO YOUR HEALTH IF INHALED. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SANDING, SCRAPING, OR OTHERWISE DISTURBING THE DRY FILM OF THIS PRODUCT CAN GENERATE AIRBORNE NUISANCE DUST, WHICH MAY BE HAZARDOUS TO YOUR HEALTH IF INHALED. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SEE SECTION 8: "EXPOSURE CONTROLS / PERSONAL PROTECTION" FOR INFORMATION ON RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING.

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.

RCRA HAZARD CLASS: NON-HAZARDOUS

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 14: TRANSPORT INFORMATION

THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS.
ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER:	(NOT APPLICABLE)	UN PROPER SHIPPING NAME:	(NOT APPLICABLE)
TRANSPORT HAZARD CLASS:	(NOT APPLICABLE)	PACKING GROUP:	(NOT APPLICABLE)
ENVIRONMENTAL HAZARDS:	(NOT APPLICABLE)	TRANSPORT IN BULK:	(NOT APPLICABLE)
SPECIAL PRECAUTIONS:	FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.		

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS:

TSCA:	ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.
CERCLA:	NOT LISTED AS A HAZARDOUS SUBSTANCE.
SARA TITLE III:	NOT LISTED AS A HAZARDOUS SUBSTANCE.
311/312 HAZARD CATEGORIES:	(NOT APPLICABLE)
313 REPORTABLE INGREDIENTS:	(NOT APPLICABLE)
STATE REGULATIONS:	(NOT APPLICABLE)

SECTION 16: OTHER INFORMATION

DATE OF PREPARATION:	MARCH 20, 2020
PREPARER INFORMATION:	DUNN-EDWARDS CORPORATION ENVIRONMENTAL AFFAIRS DEPARTMENT PHONE: (323) 826-2663

DISCLAIMER: THE INFORMATION CONVEYED ABOVE, ALTHOUGH OBTAINED FROM SOURCES WE CONSIDER RELIABLE, IS FURNISHED BY DUNN-EDWARDS CORPORATION WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO ITS ACCURACY, ADEQUACY, OR APPLICABILITY TO ANY PARTICULAR NEEDS OR CIRCUMSTANCES.

SAFETY DATA SHEET

EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT IDENTIFICATION:
EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

MANUFACTURER: DUNN-EDWARDS CORPORATION
4885 EAST 52ND PLACE
LOS ANGELES, CA 90058-5507

PRODUCT TYPE: WATERBORNE PAINT
RECOMMENDED USE: ARCHITECTURAL COATING

EMERGENCY PHONE: 1-800-222-1222
OTHER CALLS: (323) 826-2663
FAX NUMBER: (323) 771-1611

HMIS CODES:

H	F	R	PP
0	0	0	E



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SECTION 2: HAZARDS IDENTIFICATION

GHS CLASSIFICATION: NOT A HAZARDOUS SUBSTANCE OR MIXTURE.

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) **HAZARD STATEMENT:** (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS, SPRAY MIST AND SANDING DUST. WEAR APPROPRIATE NIOSH-APPROVED RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING. AVOID CONTACT WITH SKIN AND EYES. CLOSE CONTAINER AFTER EACH USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP BETWEEN 40°F AND 110°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
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NO REPORTABLE HAZARDOUS INGREDIENTS.

NOTE: EXPOSURES TO POSSIBLE HAZARDOUS INGREDIENTS BELOW REPORTING THRESHOLDS CAN BE REDUCED OR AVOIDED BY FOLLOWING RECOMMENDED PROCEDURES FOR SAFE HANDLING, STORAGE, DISPOSAL, AND USE.

SEE SECTION 11 (TOXICOLOGICAL INFORMATION) FOR POSSIBLE HAZARDOUS BY-PRODUCTS.

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EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 4: FIRST-AID MEASURES

EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK 1 OR 2 GLASSES OF WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 110°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

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SDS DATE: 12/07/2020

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH	OSHA EXPOSURE LIMITS			VAPOR PRESS mmHg @ TEMP
			TLV/TWA PPM	TWA PPM	STEL MG/M ³	MG/M ³	

NO REPORTABLE HAZARDOUS INGREDIENTS.

ENGINEERING CONTROLS: USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.

VENTILATION : NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT; OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.

RESPIRATORY PROTECTION: FOR SPRAY APPLICATION, USE A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH ALLERGIES OR ASTHMA MAY NEED AN ORGANIC VAPOR/PARTICULATE RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT).

WHEN SANDING, SCRAPING, OR ENGAGING IN ANY ACTIVITY THAT GENERATES AIRBORNE NUISANCE DUST, WEAR A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING DUST. FINISH CLEANUP BY WATER-WASHING ALL SURFACES TO REMOVE DUST RESIDUE.

EYE PROTECTION: USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.

SKIN PROTECTION: USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.

WORK HYGIENIC PRACTICES: WASH HANDS AND FACE BEFORE EATING OR DRINKING.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR	
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR	
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	~1.3 (H ₂ O = 1)	
pH AS SUPPLIED:	~8.5	SOLUBILITY IN WATER:	PARTLY SOLUBLE	
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)	
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)	
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSTION TEMP:	(NO INFORMATION AVAILABLE)	
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	90 – 100 KU	
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: ~38%	BY WT: ~52%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: ~62%	BY WT: ~48%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)			

SAFETY DATA SHEET

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SDS DATE: 12/07/2020

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.

CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.

POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.

CONDITIONS TO AVOID: AVOID STORAGE AT TEMPERATURES BELOW 40° F OR ABOVE 110° F.

INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.

HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SECTION 11: TOXICOLOGICAL INFORMATION

LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, EYE AND SKIN CONTACT

SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE TO THIS PRODUCT DURING NORMAL USE WITH RECOMMENDED PERSONAL PROTECTION AS NEEDED.

NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)

CARCINOGENICITY (WHOLE PRODUCT): ACGIH? NO. IARC? NO. NIOSH? NO. NTP? NO. OSHA? NO.

HAZARDOUS BY-PRODUCTS: SPRAY APPLICATION OF THIS PRODUCT CAN GENERATE SPRAY MIST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SANDING, SCRAPING, OR OTHERWISE DISTURBING THE DRY FILM OF THIS PRODUCT CAN GENERATE AIRBORNE NUISANCE DUST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SEE SECTION 8 (EXPOSURE CONTROLS / PERSONAL PROTECTION) FOR INFORMATION ON RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING.

NOTE: SPRAY MIST OR SANDING DUST MAY CONTAIN TITANIUM DIOXIDE PIGMENT PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. TITANIUM DIOXIDE, IN THE FORM OF AIRBORNE, UNBOUND PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 2B: POSSIBLY CARCINOGENIC TO HUMANS, BASED ON TWO LABORATORY WHITE RAT INHALATION EXPOSURE STUDIES, IN WHICH LUNG OVERLOAD CONDITIONS RESULTED IN TUMOR FORMATION. THE IARC MONOGRAPH ON TITANIUM DIOXIDE, HOWEVER, STATES AT THE CONCLUSION OF ITS SUMMARY CHAPTER: "NO SIGNIFICANT EXPOSURE TO PRIMARY PARTICLES OF TITANIUM DIOXIDE IS THOUGHT TO OCCUR DURING THE USE OF PRODUCTS IN WHICH TITANIUM DIOXIDE IS BOUND TO OTHER MATERIALS, SUCH AS IN PAINTS." ALSO, MULTIPLE EPIDEMIOLOGICAL STUDIES OF TITANIUM DIOXIDE PRODUCTION WORKERS WITH LONG-TERM OCCUPATIONAL EXPOSURE TO AIRBORNE TITANIUM DIOXIDE DUST FOUND NO RELIABLE CORRELATION BETWEEN EXPOSURE AND INCIDENCE OF LUNG CANCER OR OTHER CHRONIC LUNG DISEASES. SCIENTISTS AT MAJOR SUPPLIERS OF TITANIUM DIOXIDE PIGMENT TO DUNN-EDWARDS HAVE EACH PERFORMED AN INDEPENDENT GHS HAZARD CLASSIFICATION OF TITANIUM DIOXIDE PIGMENT AND EACH CONCLUDED THAT TITANIUM DIOXIDE PIGMENT IS "NOT A HAZARDOUS SUBSTANCE OR MIXTURE," BASED ON THE WEIGHT OF SCIENTIFIC EVIDENCE.

SPRAY MIST OR SANDING DUST MAY ALSO CONTAIN QUARTZ AND/OR CRISTOBALITE PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. QUARTZ AND CRISTOBALITE ARE TWO VARIETIES OF CRYSTALLINE SILICA, WHICH, IN THE FORM OF AIRBORNE, UNBOUND PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 1: CARCINOGENIC TO HUMANS, BASED ON EVIDENCE THAT LONG-TERM OCCUPATIONAL EXPOSURE TO FREE CRYSTALLINE SILICA DUST CAN CAUSE SILICOSIS, A CHRONIC LUNG DISEASE THAT MAY PROGRESS TO LUNG CANCER. EXPOSURE TO FREE CRYSTALLINE SILICA DUST COMMONLY OCCURS IN WORK WITH ROCK, STONE, GRAVEL, SAND, SOIL, CONCRETE, AND MASONRY.

SAFETY DATA SHEET

EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.

RCRA HAZARD CLASS: NON-HAZARDOUS

SECTION 14: TRANSPORT INFORMATION

THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS. ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER: (NOT APPLICABLE) UN PROPER SHIPPING NAME: (NOT APPLICABLE)

TRANSPORT HAZARD CLASS: (NOT APPLICABLE) PACKING GROUP: (NOT APPLICABLE)

ENVIRONMENTAL HAZARDS: (NOT APPLICABLE) TRANSPORT IN BULK: (NOT APPLICABLE)

SPECIAL PRECAUTIONS: FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS:

TSCA: ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.

CERCLA: NOT LISTED AS A HAZARDOUS SUBSTANCE.

SARA TITLE III: NOT LISTED AS A HAZARDOUS SUBSTANCE.

311/312 HAZARD CATEGORIES: (NOT APPLICABLE)

313 REPORTABLE INGREDIENTS: (NOT APPLICABLE)

STATE REGULATIONS: CALIFORNIA PROPOSITION 65 NOTICE:

 **WARNING!** CANCER AND REPRODUCTIVE HARM – WWW.P65WARNINGS.CA.GOV

SECTION 16: OTHER INFORMATION

DATE OF PREPARATION: DECEMBER 7, 2020

PREPARER INFORMATION: DUNN-EDWARDS CORPORATION
ENVIRONMENTAL AFFAIRS DEPARTMENT
PHONE: (323) 826-2663

DISCLAIMER: THE INFORMATION CONVEYED ABOVE, ALTHOUGH OBTAINED FROM SOURCES WE CONSIDER RELIABLE, IS FURNISHED BY DUNN-EDWARDS CORPORATION WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO ITS ACCURACY, ADEQUACY, OR APPLICABILITY TO ANY PARTICULAR NEEDS OR CIRCUMSTANCES.



PAINT SPECIFICATION

SUBMITTAL

PERRIS LAKE HS
418 ELLIS AVE
PERRIS, CA 92570

Prepared By:
Cel Mosqueda
Sales Representative
(951) 757-2336 | cel.mosqueda@dunnedwards.com



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PAINT SPECIFICATION

Date: 2/22/2022

Project: PERRIS LAKE HS
418 ELLIS AVE
PERRIS, CA 92570

Owner/
Management
Company: PERRIS UNION HIGH SCHOOL DISTRICT
HECTOR GONZALEZ
155 E 4TH ST
PERRIS, CA 92570
951 943-6369
951 940-5301
HECTOR.GONZALEZ@PUHSD.ORG

Architect: N/A

General
Contractor: N/A

Painting
Contractor: N/A

Prepared By:
Cel Mosqueda
Sales Representative
(951) 757-2336
cel.mosqueda@dunedwards.com



Dunn-Edwards Corporation
4885 E 52nd Place
Los Angeles, CA 90058

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PAINTING SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on
 - 1. Exterior substrates:
 - 2. The following Exterior substrates:
 - T-11
 - Portland cement plaster (stucco)
 - Wood
 - Steel
- B. The location of the work to be performed is:
 - PERRIS LAKE HS
 - 418 ELLIS AVE
 - Perris, CA 92570

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 35 units at 85 degrees, according to ASTM D 523
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA
- I. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
- J. RAVOC: Reactivity adjusted VOC 'Reactivity' means the ability of a VOC to promote ozone formation.
- K. PDCA: Painting & Decorating Contractors of America www.pdca.org
- L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. www.sspc.org
- M. Owner – usage of the term "Owner" shall be construed to mean the actual owner of the Property or a duly authorized representative of the owner.
- N. Property – usage of the term "Property" shall be construed to mean the property location identified in paragraph 1.1 B. 1. of this specification at which location the work shall be performed.

- O. Painting Contractor – usage of the term “Contractor” shall be construed to mean the 3rd party contractor performing the painting portion of the project.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, no smaller than 7 inches by 10 inches (177.8 mm by 254 mm) or larger than 8.5 inches by 11 inches (215.9 mm by 279.4 mm).
 - 2. Label each Sample for project, owner’s agent, general contractor, painting contractor, paint color name and number, paint brand name, 'P' number if applicable, and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas.
 - 2. VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Ten [10] percent, but not less than [1 gal. (3.8 L)] of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Owner’s agent will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: owner’s agent will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by owner’s agent at a cost to be agreed upon by Contractor and Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the paint systems indicated unless owner’s agent specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C) or more than 120 deg F (49 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Surfaces must be clean and moisture free. Prime and paint as soon as possible. Do not apply paints in snow, rain, fog, or mist. No painting shall be done immediately after rain or foggy weather or when the temperature is below 50 °F. Substrate temperature must be 5 °F or more above dew point temperature while painting and during the coating's cure time. Avoid painting surfaces while they are exposed to a full, hot sun.
- B. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.
- C. WIND VELOCITY: Excessive wind velocity can seriously impair spray application, resulting in significant material loss, low film build, excessive dry spray or overspray, plus the possibility of depositing airborne spray mist on unprotected surfaces downwind from the work. Some of these adverse effects can be compensated for by material and equipment adjustments if winds are not too high. Generally speaking, wind velocity 15 m.p.h. or higher can cause sufficient spray application problems, in which case suspending work until conditions improve should be considered.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured or distributed by the Dunn-Edwards Corporation.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited.
- D. Colors: As indicated in a color schedule.
 - 1. Where color is selected prior to bid submittal, Contractor shall bid [one (1)], [two (2)], or more finish coats, as appropriate to the color selected, and shall expressly state number of finish and prime coats and type (full or spot) of prime coat.

2. When the final color has not been selected prior to bid submittal, Contractor may need to bid additional coats when submitting their bid. The Owner should be aware that if a color is chosen following the bid process and the color is significantly different from original color, a change order for an additional finish coat might be required.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure.
 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Paragraph 2.2.A. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

Interior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 8 percent or less.
4. Plaster: 5 percent or less.
5. Gypsum Board: 5 percent or less.

Exterior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 15 percent or less.
4. Plaster: 5 percent or less.

- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.
- D. Interior and/or exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- E. Concrete floors require a calcium chloride test to measure hydrostatic pressure. Consult floor coating manufacturer with test results prior to beginning surface preparation.
- F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- G. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call EPA's National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or www.epa.gov/asbestos, or contact your state or local Health Department.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- D. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and re-prime substrate with compatible primers or apply bond coat as required to produce paint systems indicated.
- E. Where mildew is present, remove mildew by scrubbing with a commercial mildew remover, or, with a solution of one (1) part household bleach mixed in three (3) parts water by volume. The solution should be left on the surface for a minimum of twenty (20) minutes, rinsed thoroughly with clean water to remove any residue, and then allowed to dry completely prior to application of patching/caulking/prime/finish coat systems.
- F. Moisture: All areas that may cause paint failure due to moisture shall be addressed and eliminated. This would include, but is not limited to:
 - 1. Gutters and downspouts not working properly.
 - 2. Previous coats of paint not adhering properly.
 - 3. Wood checking (cracks and splits in wood).

4. Deteriorated caulking.
 5. Gaps between substrates.
 6. Rotten wood.
 7. Areas affected by water splashing.
 8. Painting in inclement weather.
 9. Painting a substrate where residual moisture exceeds limits stated in 3.1.B.
 10. Un-caulked nail holes.
- G. Pressure washing and surface preparation methods
1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale, and loose paint at pressures of 2500-3500 p.s.i. at a flow of 3.0-3.5 gallons per minute. This is the recommended standard for optimal efficiency.
- H. Prior to application of prime/finish interior and/or exterior coat systems, provide a clean, sound surface free of dust, dirt contaminants, mildew and efflorescence by use of a power wash and hand scraping or use of mechanical grinders where necessary. Additionally, areas are to be scrubbed with a bristle brush to insure complete removal of any residual salts. Remove all labels, stickers, price tags, etc. from surfaces before priming. Wood areas stamped with ink codes must be spot primed with blocking primers. Power wash areas to be coated to ensure that new salt deposits do not occur. Failure to do so may cause adhesion issues or result in delamination and invalidate any manufacturer warranty given or implied. After cleaning if there is still chalk evident, this condition must be brought to the owner's attention in writing before any further work is done.
- I. Cementitious Substrates: (concrete, stucco, masonry) Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
1. Wire brush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats. Industry standards apply to applications of cracks, voids, and repairs. Any areas of repair shall be patched and dried before coatings are applied. Cracks should be repaired as follows: 1. Cracks less than ¼" wide should be filled using Dunn-Edwards Brush Grade Elastomeric Patch. 2. Cracks wider than ¼" should be cut and scraped to a "V" shape and filled with Dunn-Edwards Trowel Grade Elastomeric Patch. Large cracks and holes may require repeated applications of patching materials to bring flush with adjacent substrate. Feather-in all repairs and caulking to blend with adjacent substrate.
 2. Large holes in stucco / plaster/ concrete will be patched with Rapid Set Premium Stucco Patch or Rapid Set Wunderfixx Concrete Patching Compound in appropriate texture to blend with existing texture. Allow stucco patch to cure to acceptable pH level (10) prior to application of prime/finish coat systems. Caulk large cracks in stucco / plaster/ cement with GE-Life Time 920.
 3. Spot prime over all patched areas, cracks, and holes then use an appropriate topping material to match existing surface level and texture.

- J. All Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing.
- a. a. SSPC-SP 1, "Solvent Cleaning."
 - b. b. SSPC-SP 2, "Hand Tool Cleaning."
 - c. c. SSPC-SP 3, "Power Tool Cleaning."
1. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with a wire brush attachment. Any rust spots or bare metal should receive the appropriate prime coat. Rust inhibited primer to be applied on all properly prepared surfaces where rust is evident. Any hard, glossy surfaces should be dulled. Previously painted ferrous metal in sound condition should be washed down with a strong detergent-type cleaner such as Krud-Kutter or Simple Green.
 2. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
 3. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
 - a. All galvanized gutters and flashing should be thoroughly cleaned to remove loose and peeling paint.
 - b. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
 - c. Prime bare metal with the specified galvanized metal primer.
 - d. Any rust on galvanized metal must be removed. Clean to bare metal and apply a rust inhibitive primer.
 4. Aluminum Substrates: Remove loose surface oxidation.
- K. Wood Substrates:
1. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T1-11) shall be replaced. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for interior and/or exterior use in paint system indicated.
 2. Sand and dust surfaces that will be exposed to view.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 5. Spot prime all patched and filled areas as well as any new wood with the appropriate primer or sealer as stated in the Finish Schedule.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations.
1. Use applicators and techniques suited for paint and substrate indicated.
 2. The number of coats scheduled is the minimum number of coats required. Additional coat(s) shall be applied at no additional cost to the Owner, to completely hide base

- material, provide uniform color, and to produce satisfactory finish results.
3. Apply coatings without thinning except as specifically required by label directions, or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.
 4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 5. Paint both sides and edges of interior and/or exterior doors and entire exposed surface of interior and/or exterior door frames.
 6. Paint entire exposed surface of window frames and sashes.
 7. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 8. Priming may not be required on items delivered with prime or shop coats, unless otherwise specified. Touch up prime coats applied by others as required ensuring an even primed surface before applying finish coat.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
1. Paint the following work where exposed to view:
 - a. Equipment, including panel boards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by owner's agent, and leave in an undamaged condition.
- D. At completion of activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 Exterior PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or muddled appearance. Properly correct all non-complying work to the satisfaction of owner and owner's representative and the representative of the paint manufacturer.
- C. Paint application finish schedule:

Stucco

- Spot Prime: EFF-STOP Premium, Masonry Primer/Sealer (ESPR00)
- First Coat: SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10)
- Second Coat: SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10)

SPECIAL NOTES AND INSTRUCTIONS:

- A. PLEASE REPAIR ANY STUCCO CRACKS PRIOR ANY PAINT APPLICATION

Wood Windows/Trim

- Spot Prime: EZ Prime Select
- First Coat: SPARTASHIELD, Exterior 100% Acrylic Semi-Gloss Paint (SSHL50)
- Second Coat: SPARTASHIELD, Exterior 100% Acrylic Semi-Gloss Paint (SSHL50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. REMOVE ALL LOOSING PAINT AND SPOT PRIME BEFORE ANY PAINT APPLICATION

MOBILE TRAILERS

- Spot Prime: ULTRA-GRIP Premium, Acrylic Multi Purpose Primer (UGPR00 Series)
- First Coat: SPARTASHIELD, Exterior 100% Acrylic Semi-Gloss Paint (SSHL50)
- Second Coat: SPARTASHIELD, Exterior 100% Acrylic Semi-Gloss Paint (SSHL50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. REMOVE ALL LOOSING PAINT AND REPAIR THE PANELS WITH OUR ELASTOMERIC PATCHING COMPOUND

WOOD BENCHES

- Spot Prime: OKON Plus Color
- First Coat: OKON Plus Color
- Second Coat: OKON Plus Color

SPECIAL NOTES AND INSTRUCTIONS:

A. SPRAY AND BACK ROLLER APPLICATION

Metal, and combinations

Spot Prime: CARBOLINE, RUSTBOND

First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

SPECIAL NOTES AND INSTRUCTIONS:

A. CLEAN , SAND AND REMOVE ALL RUST PRIOR ANY PAINT APPLICATION

Metal Doors

Spot Prime: CARBOLINE, RUSTBOND

First Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

Second Coat: ARISTOSHIELD, Interior/Exterior Semi-Gloss Paint (ASHL50)

SPECIAL NOTES AND INSTRUCTIONS:

A. CLEAN SAND AND REMOVE ANY RUST PRIOR ANY PAINT APPLICATION

For lead safety refer to 3.2 B. and Dunn-Edwards PDS sheets under Special Instructions.

END OF PAINTING SPECIFICATION



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

EFF-STOP® Premium

Interior/Exterior Masonry Primer/Sealer ESPR00-1



DESCRIPTION: EFF-STOP® Premium is an epoxy-fortified acrylic primer/sealer for interior and exterior masonry. EFF-STOP Premium provides excellent adhesion, and efflorescence and alkali resistance on above grade masonry surfaces, tilt-up concrete, stucco and block. It can be applied to masonry surfaces with a pH level up to 13. Masonry surfaces must cure for a minimum of 7 days. Avoid using alkali sensitive colors.

PRODUCT INFORMATION

SOLVENT TYPE: Water **RESIN TYPE:** Acrylic/Epoxy

FINISH (ASTM D 523): 2–8% on a 60° meter

COLORS: White. EFF-STOP Premium may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.

VISCOSITY@77°F/25°C (ASTM D 562): 93–101 KU

MAXIMUM VOC CONTENT 20 g/L (as supplied)	MAXIMUM RAVOC (Reactivity-Adjusted VOC) 5 g/L
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SOLIDS BY VOLUME (ASTM D 2697) 36.0.0% ± 2%	SOLIDS BY WEIGHT 49.0.0% ± 2%
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WEIGHT PER GALLON (ASTM D 1475): 10.78 lbs.

COMPOSITION BY WEIGHT

Pigment–33.8%		Vehicle–66.2%	
*Prime pigments	10.2	Acrylic & epoxy resins	12.7
Reinforcing pigments	23.6	Water & additives	53.5

**Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.*

RECOMMENDED FILM THICKNESS PER COAT

Wet: 5.5 mils Dry: 2.0 mils

PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 225–275 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 30–60 minutes Recoat: 2–4 hours
Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: One-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See **Paint Storage Best Practices** Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2013; CHPS Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; MPI Approved Product #3, #50; CRGI Green Wise Certified; FDA Guidelines for Resinous & Polymeric Coatings

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

SPECIAL INSTRUCTIONS

- CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- New concrete should be allowed to cure for at least 14 days before applying EFF-STOP® Premium.
- Do not apply when the air or surface temperature is below 50°F.

USE AS A PRIMER FOR

MASONRY

Plaster:	}	SUPER-LOC® Premium (SLPR00) or
Brick:		EFF-STOP® Premium (ESPR00)
Stucco:	}	EFF-STOP® Premium (ESPR00)
Tilt-up concrete:		
Poured-in-place:		
Concrete block:		Smooth BLOCFIL Premium (SBPR00)
Smooth trowel:		SUPER-LOC® Premium (SLPR00)



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

EZ-PRIME® Select

Exterior Wood Primer

EZSL00



≤ 50 g/L VOC*

DESCRIPTION: EZ-PRIME® Select is an exterior acrylic primer that provides excellent enamel holdout and tannin stain resistance on woods such as redwood and cedar, which are subject to stain bleeding. EZ-PRIME Select is also recommended on exterior plywood and T1-11 siding.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne		RESIN TYPE: Acrylic	
FINISH (ASTM D 523): 5–15% on a 60° meter			
COLORS: White. EZ-PRIME Select may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.			
VISCOSITY@77°F/25°C (ASTM D 562): 90–100 KU			
MAXIMUM VOC CONTENT 50 g/L (as supplied)		MAXIMUM RAVOC (Reactivity-Adjusted VOC) 25 g/L	
SOLIDS BY VOLUME (ASTM D 2697) 38.0% ± 2%		SOLIDS BY WEIGHT 52% ± 2%	
WEIGHT PER GALLON (ASTM D 1475): 10.73 lbs.			
COMPOSITION BY WEIGHT			
Pigment–29.4%		Vehicle–70.6%	
Prime pigments* 14.1	Resin Solids..... 20.9		
Reinforcing pigments..... 15.3	Water & additives 49.7		
<i>*Prime pigments include all pigments directly adding to the hiding power of this paint.</i>			
RECOMMENDED FILM THICKNESS PER COAT			
Wet: 5.2 mils		Dry: 2 mils	
PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS Approximately 250–300 sq. ft. per gallon, depending on surface conditions and application techniques.			
THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)			
To touch: 30–60 minutes		Recoat: 2–4 hours (see Special Instructions)	
Dry times and recoat times are temperature, humidity and film thickness dependent.			
APPLICATION EQUIPMENT: Brush, roller, airless spray			

AIRLESS SPRAY	BRUSH	ROLLER
PRESSURE: 2000–2500psi	Nylon/Polyester	%” - %” nap
TIP: 0.015” - .019”		

PACKAGING: Quart, one-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2019; MPI Approved Product #6; CRGI Green Wise Certified

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

HEALTH & SAFETY: CAUTION! INHALATION OF SPRAY MIST OR SANDING DUST MAY BE HARMFUL. Use only with adequate ventilation. Avoid breathing vapors, spray mist and sanding dust. Wear NIOSH-approved N95 particulate filter mask when spraying or sanding. Avoid contact with skin and eyes. Do not ingest. Close container after each use. **FIRST AID:** If swallowed, immediately give 1 or 2 glasses of water to drink – for emergency information, call 1-800-222-1222. If having difficulty breathing, move to fresh air. For eye contact, immediately flush with water for 15 minutes. For skin contact, wash thoroughly with soap and water.

• KEEP OUT OF REACH OF CHILDREN •

Ingredient (CAS#): Water (7732-18-5); Copolymer Resin (Proprietary); Titanium Dioxide (13463-67-7); Nepheline Syenite (37244-96-5); Talc, Non-Asbestos (14807-96-6).

⚠ WARNING! Cancer and Reproductive Harm – www.P65Warnings.ca.gov

SPECIAL INSTRUCTIONS

- CAUTION!** Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Wear a NIOSH-approved N95 particulate filter mask to avoid breathing dust. Use a HEPA vacuum for cleanup, and finish by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call U.S. EPA’s lead hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Agency.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Exterior wood may be allowed to contain no more than 15% moisture. Painting over wood with excessively high moisture content can result in loss of adhesion, blistering, peeling, cracking, and discoloration.
- Apply two coats of EZ-PRIME® Select on redwood and cedar in order to stop tannin bleeding. Allow first coat to dry for 24 hours before applying the second coat.
- Do not apply when the air or surface temperature is below 50°F.

USE AS A PRIMER FOR

WOOD

Trim, sash, fascia: }
 Rough-sawn: } **EZ-PRIME® Select (EZSL00)**
 T1-11 siding: }
 Plywood: }

SYNTHETIC WOOD

Masonite: }
 Hardboard: } **EZ-PRIME® Select (EZSL00)**
 MDO siding: }



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

ULTRA-GRIP® Premium

Interior/Exterior Multi-Surface Primer UGPR00-1



DESCRIPTION: ULTRA-GRIP® Premium is an ultra-low VOC, acrylic multi-surface primer designed for a wide range of interior and exterior applications. It provides excellent adhesion to properly prepared drywall, wood, and masonry, as well as hard-to-stick surfaces, such as aged alkyd, aluminum, galvanized metal, vinyl, fiberglass, and select plastics. ULTRA-GRIP Premium has outstanding stain blocking, strong tannin resistance, great hide, and excellent enamel holdout. It applies smoothly, dries fast, and is compatible with all Dunn-Edwards latex and alkyd finishes.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne | **RESIN TYPE:** Acrylic

FINISH (ASTM D 523): 7–14% on a 60° meter

COLORS: White. ULTRA-GRIP Premium may be tinted with up to 2 fl. oz. of Dunn-Edwards ZTC Zero VOC colorant per gallon.

TINT BASES: White

VISCOSITY@77°F/25°C (ASTM D 562): 95–105 KU

MAXIMUM VOC CONTENT 50 g/L (as supplied) | **MAXIMUM RAVOC** (Reactivity-Adjusted VOC) 20 g/L

SOLIDS BY VOLUME (ASTM D 2697) 40.5% ± 2% | **SOLIDS BY WEIGHT** 53.0% ± 2%

WEIGHT PER GALLON (ASTM D 1475): 10.53 lbs.

COMPOSITION BY WEIGHT

Pigment—27.4%		Vehicle—72.6%	
*Prime pigments	15.1	Acrylic resins	23.0
Reinforcing pigments	12.3	Water & additives	49.6
<i>*Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.</i>			

RECOMMENDED FILM THICKNESS PER COAT

Wet: 4.9 mils | Dry: 2.0 mils

PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 275–325 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 30–60 minutes | Recoat: 2–4 hours
Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: Quart, one-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2013; CHPS Section 01350; LEED 2009 IEQ Credit 4.2; LEED v4 EQ Credit 2; MPI Approved Product #17, #134; CRGI Green Wise Certified Gold; FDA Guidelines for Resinous & Polymeric Coatings

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

SPECIAL INSTRUCTIONS

- CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- ULTRA-GRIP Premium seals and blocks out most household stains, such as crayon, pencil, ink, and felt marker. After priming stained areas, test that the stain has been sealed by applying the topcoat to a small area. More than one coat may be necessary on severe stains. ULTRA-GRIP Premium may block minor dried water stains, however, a solvent-based stain blocking primer, such as pigmented shellac, is recommended.
- Galvanized metal must be cleaned with a solvent or a water-soluble degreasing cleaner to remove all oils prior to etching. Change wiping material and cleaning solution frequently so the oils are removed from the surface, not just spread around. Surface should then be etched with **Supreme Chemical Metal Clean & Etch (ME01)**.
- ULTRA-GRIP Premium can be used on bare ferrous metal surfaces (interior only) provided that they are free of rust, mill scale, and other contaminants. Before any surface preparation is attempted, oil and grease must be removed by employing SSPC-SP11 Power Tool Cleaning to Bare Metal to remove mill scale, rust, or other contaminants and to leave a roughened surface.
- Before applying over previously painted surfaces, ULTRA-GRIP Premium should be tested for adhesion and compatibility.
- On Level 4 and 5 Drywall Finishes, thin ULTRA-GRIP Premium with 10% of clean water (3/4 pint per gallon / 1/2 gallon per 5-gallon) for best penetration.
- Do not apply when the air or surface temperature is below 50°F.

USE AS A PRIMER FOR

WALLBOARD & MASONRY

Drywall:
Stucco:
Concrete:
Brick:

} **ULTRA-GRIP® Premium (UGPR00)**

WOOD-INTERIOR

Trim, doors:

} **ULTRA-GRIP® Premium (UGPR00) or INTER-KOTE® Premium (IKPR00)**

WOOD-EXTERIOR

Trim, sash:
T1-11 siding:

} **ULTRA-GRIP® Premium (UGPR00) or EZ-PRIME® Premium (EZPR00)**

SYNTHETIC WOOD

Masonite:
Hardboard:

} **ULTRA-GRIP® Premium (UGPR00)**

METAL

Ferrous:

} **BLOC-RUST® Premium (BRPR00), ULTRASHIELD® Galvanized Metal Primer (ULGM00), or ULTRA-GRIP® Premium (UGPR00) – INTERIOR ONLY**

Non-ferrous:

} **ULTRA-GRIP® Premium (UGPR00) or ULTRASHIELD® Galvanized Metal Primer (ULGM00)**

OTHER SURFACES

Fiberglass:
Plastic:

} **ULTRA-GRIP® Premium (UGPR00) – INTERIOR ONLY**



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

ARISTOSHIELD®

Interior/Exterior Semi-Gloss Paint ASHL50



DESCRIPTION: ARISTOSHIELD® Semi-Gloss is an ultra-premium interior/exterior ultra-low VOC enamel formulated with advanced water-based urethane alkyd technology for an oil-like finish. It is ideal for use on high-end residential, commercial, and industrial projects where superior performance and durability are required on doors, trim, cabinets, as well as metal surfaces such as wrought iron, garage doors, hand rails, and metal doors.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne		RESIN TYPE: Waterborne urethane alkyd	
FINISH (ASTM D 523): Semi-Gloss: 65–80% on a 60° meter after 14 days.			
COLORS: Stock colors: Black, Swiss Coffee. Other colors, as well as 6 OSHA safety colors, can be special ordered or store mixed.			
TINT BASES: L Tintable White, M Medium, U Ultra Deep			
VISCOSITY@77°F/25°C (ASTM D 562): 95–105 KU			
MAXIMUM VOC CONTENT 50 g/L (as supplied)		MAXIMUM RAVOC (Reactivity-Adjusted VOC) 50 g/L	
SOLIDS BY VOLUME (ASTM D 2697) 37.2% ± 2%		SOLIDS BY WEIGHT 52.0% ± 2%	
WEIGHT PER GALLON (ASTM D 1475): 10.85 lbs.			

COMPOSITION BY WEIGHT

Pigment–26.7%		Vehicle–73.3%	
*Prime pigments	26.7	Resins	23.6
Reinforcing pigments	0.0	Water & additives	49.7
<i>*Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.</i>			

RECOMMENDED FILM THICKNESS PER COAT

Wet: 4.0 mils Dry: 1.5 mils

PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS

Approximately 325–375 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 45-90 minutes Recoat: After 4-6 hours*
Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: Quart, one-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunnedwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen2013; LEED 2009 IEQ Credit 4.2

SAFETY DATA SHEET: Available at www.dunnedwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

SPECIAL INSTRUCTIONS

- CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Do not apply when the air or surface temperature is below 50°F.

PRIMERS

DRYWALL

Textured:
Untextured:
Skim-coated: } **VINYLASTIC® Premium (VNPR00)**

MASONRY

Plaster:
Tilt-up concrete:
Poured-in-place:
Brick:
Concrete block: } **EFF-STOP® Premium (ESPR00)**
**Medium BLOCFIL™ Premium (MBPR00),
Smooth BLOCFIL™ Premium (SBPR00) or
Smooth BLOCFIL™ Select (SBSL00)**
Smooth trowel: **SUPER-LOC® Premium (SLPR00)**

WOOD

Doors, trim: **INTER-KOTE® Premium (IKPR00),
ULTRA-GRIP® Premium (UGPR00)
BLOCK-IT® Premium (BIPR00) or
EZ-PRIME® Premium (EZPR00) – EXTERIOR ONLY**

SYNTHETIC WOOD

Masonite:
Hardboard: } **INTER-KOTE® Premium (IKPR00),
ULTRA-GRIP® Premium (UGPR00) or
BLOCK-IT® Premium (BIPR00)**

METAL

Ferrous¹: **BLOC-RUST® Premium (BRPR00) or
ULTRASHIELD® Galvanized Metal Primer (ULGM00) –
INTERIOR ONLY**
Non-ferrous: **ULTRASHIELD® Galvanized Metal Primer (ULGM00) or
BLOC-RUST® Premium (BRPR00)**

¹DTM (Direct to Metal): ARISTOSHIELD can be used as a direct to metal coating on properly prepared steel surfaces by applying two (2) coats of ARISTOSHIELD. Note: for best corrosion protection, one (1) coat of BLOC-RUST Premium primer and two (2) coats of ARISTOSHIELD topcoat are recommended.



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

SPARTASHIELD®

Exterior Flat Paint SSHL10



DESCRIPTION: SPARTASHIELD® Flat is a premium exterior, ultra-low VOC, 100% acrylic flat paint. It is ideal for use on residential and commercial projects, such as single family or multi-tenant housing, schools, hotels, or hospitals. SPARTASHIELD Flat provides very good color retention and efflorescence resistance. It can be used on properly prepared and primed masonry, concrete, stucco, tilt-up, metal, and can be used on properly primed or previously painted rough-sawn wood. Can be used at surface and air temperatures down to 35°F.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne | **RESIN TYPE:** 100% acrylic

FINISH (ASTM D 523): Flat: <2.5% on a 60° meter; <2.5% on an 85° meter

COLORS: Stock colors: Swiss Coffee.

TINT BASES: L Tintable White, M Medium, U Ultra Deep

VISCOSITY@77°F/25°C (ASTM D 562): 100–110 KU

MAXIMUM VOC CONTENT 50 g/L (as supplied)	MAXIMUM RAVOC (Reactivity-Adjusted VOC) 25 g/L
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SOLIDS BY VOLUME (ASTM D 2697) 41.0% ± 2%	SOLIDS BY WEIGHT 57.0% ± 2%
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WEIGHT PER GALLON (ASTM D 1475): 11.79 lbs.

COMPOSITION BY WEIGHT

Pigment—42.7%		Vehicle—57.3%	
*Prime pigments	20.7	Acrylic resins	12.5
Reinforcing pigments	22.0	Water & additives	44.8

**Prime pigments include titanium dioxide (TiO₂), plus all other pigments directly adding to the hiding power of this paint.*

RECOMMENDED FILM THICKNESS PER COAT

Wet: 3.6 mils | Dry: 1.5 mils

PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS
Approximately 375–425 sq. ft. per gallon, depending on surface conditions and application techniques.

THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.

AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)

To touch: 1–2 hours | Recoat: 4–6 hours
Dry times and recoat times are temperature, humidity and film thickness dependent.

APPLICATION EQUIPMENT: Brush, roller, airless spray

PACKAGING: Quart, one-gallon, five-gallon containers

STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See *Paint Storage Best Practices* Technical Bulletin at dunndwards.com for more information.

CLEANUP: Warm, soapy water

DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunndwards.com. **Do not mix with other products.**

CONFORMS TO: ARB 2007 SCM & CALGreen 2013; MPI Approved Product #10, #16; CRGI Green Wise Certified

SAFETY DATA SHEET: Available at www.dunndwards.com

SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.

SPECIAL INSTRUCTIONS

- CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- Certain woods, such as redwood, cedar, and spruce, contain water-soluble extracts (tannins) that may discolor lighter colors. In these situations, it is recommended to prime the wood with **EZ-PRIME® Premium (EZPR00)** before applying **SPARTASHIELD® Exterior 100% Acrylic Flat**.
- For best results on new rough-sawn wood, prime with **EZ-PRIME® Premium (EZPR00)** and apply two coats of **EVERSHIELD® Exterior 100% Acrylic Flat (EVSH10-2)**.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product’s application conditions.

PRIMERS

MASONRY

Plaster:	}	EFF-STOP® Premium (ESPR00), EFF-STOP® Select (ESSL00) or FLEX-PRIME® Select (FPSL00)
Tilt-up concrete:		
Poured-in-place:		
Brick:		
Smooth trowel:		SUPER-LOC® Premium (SLPR00)
Concrete block:		Smooth BLOCFIL Premium (SBPR00), Smooth BLOCFIL Select (SBSL00) or FLEX-PRIME® Select (FPSL00)

WOOD

Trim, sash, fascia:	}	EZ-PRIME® Premium (EZPR00)
T1-11 siding:		
Rough-sawn:		
Masonite:	}	ULTRA-GRIP® Premium (UGPR00) or ULTRA-GRIP® Select (UGSL00)
Hardboard:		
MDO siding:		

METAL

Ferrous:	BLOC-RUST® Premium (BRPR00) or ULTRASHIELD® Galvanized Metal Primer (ULGM00)
Non-ferrous:	ULTRASHIELD® Galvanized Metal Primer (ULGM00) or ULTRA-GRIP® Premium (UGPR00) or ULTRA-GRIP® Select (UGSL00)



THE #1 CHOICE OF
PAINTING PROFESSIONALS®

SPARTASHIELD®

Exterior Semi-Gloss Paint SSHL50-1



DESCRIPTION: SPARTASHIELD® Semi-Gloss is a premium exterior, ultra-low VOC, 100% acrylic semi-gloss paint. It is ideal for use on residential and commercial projects, such as single family and multi-tenant housing, schools, hotels, or hospitals. SPARTASHIELD Semi-Gloss provides very good color retention, grain-crack resistance, and block resistance and is smooth flowing and easy to use. SPARTASHIELD Semi-Gloss can be used on properly prepared and primed interior and exterior masonry, stucco, concrete, wood, and metal. Can be used at surface and air temperatures down to 35°F.

PRODUCT INFORMATION

SOLVENT TYPE: Waterborne		RESIN TYPE: 100% acrylic	
FINISH (ASTM D 523): Semi-Gloss: 40–50% on a 60° meter			
COLORS: Stock colors: Swiss Coffee.			
TINT BASES: L Tintable White, M Medium, U Ultra Deep			
VISCOSITY@77°F/25°C (ASTM D 562): 85–91 KU			
MAXIMUM VOC CONTENT 50 g/L (as supplied)		MAXIMUM RAVOC (Reactivity-Adjusted VOC) 25 g/L	
SOLIDS BY VOLUME (ASTM D 2697) 37.0% ± 2%		SOLIDS BY WEIGHT 46.5% ± 2%	
WEIGHT PER GALLON (ASTM D 1475): 10.06 lbs.			
COMPOSITION BY WEIGHT			
Pigment—21.2%		Vehicle—78.8%	
*Prime pigments 19.9		Acrylic resins 21.7	
Reinforcing pigments 1.3		Water & additives 57.1	
*Prime pigments include titanium dioxide (TiO ₂), plus all other pigments directly adding to the hiding power of this paint.			
RECOMMENDED FILM THICKNESS PER COAT			
Wet: 3.9 mils		Dry: 1.5 mils	
PRACTICAL COVERAGE PER COAT AT RECOMMENDED DRY FILM THICKNESS Approximately 350–400 sq. ft. per gallon, depending on surface conditions and application techniques.			
THINNING RECOMMENDATION: This coating is intended to be applied without thinning or diluting under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/4 pint (4 fl. oz.) of clean water per gallon of coating.			
AVERAGE DRY TIME@77°F/25°C (ASTM D 1640)			
To touch: 1–2 hours		Recoat: 4–6 hours	
Dry times and recoat times are temperature, humidity and film thickness dependent.			
APPLICATION EQUIPMENT: Brush, roller, airless spray			
PACKAGING: One-gallon, five-gallon containers			
STORAGE: Store in a dry area. Protect from freezing. Protect from temperatures above 110°F for extended periods of time. Extreme temperatures may cause paint to become unusable. See <i>Paint Storage Best Practices</i> Technical Bulletin at dunnedwards.com for more information.			
CLEANUP: Warm, soapy water			
DISPOSAL: For information on local options to dispose of unwanted leftover paint, call Dunn-Edwards Customer Service at 1-888-DEPAINT or visit www.dunnedwards.com . Do not mix with other products.			
CONFORMS TO: ARB 2007 SCM & CALGreen 2013; LEED 2009 IEQ Credit 4.2; MPI Approved Product #11; CRGI Green Wise Certified			
SAFETY DATA SHEET: Available at www.dunnedwards.com			
SURFACE PREPARATION: All surfaces must be cured, clean, dry, and free from dirt, dust, rust, stains, grease, oil, mildew, wax, efflorescence, bond-breakers, and other contaminants. Remove all loose, peeling, or chalky paint by sanding, scraping, or other appropriate methods. Repair all cracks, holes, and other surface imperfections with a suitable patching material. Repaired surfaces should then be sanded smooth and dusted clean. Glossy surfaces should be dulled to provide a roughened surface for good adhesion.			

SPECIAL INSTRUCTIONS

- CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on “Surface Preparation Safety” or call EPA’s National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or/asbestos, or contact your state or local Health Department.
- This product can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours, as in colder temperatures, it may require longer time before the paint film cures enough not to be affected by rain or snow. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.
- Standard latex primers cannot be used below 50°F. See the specific primer product information sheet for that product’s application conditions.

PRIMERS

DRYWALL

Textured: } VINYLASTIC® Premium (VNPR00) or
 Untextured: } VINYLASTIC® Select (VNSL00)
 Skim-coated: }

MASONRY

Plaster: }
 Tilt-up concrete: } EFF-STOP® Premium (ESPR00) or
 Poured-in-place: } EFF-STOP® Select (ESSL00)
 Brick: }
 Smooth trowel: SUPER-LOC® Premium (SLPR00)
 Concrete block: Smooth BLOCFIL Premium (SBPR00),
 Smooth BLOCFIL Select (SBSL00) or
 FLEX-PRIME® Select (FPSL00)

WOOD/SYNTHETIC WOOD-INTERIOR

Trim, doors: } INTER-KOTE® Premium (IKPR00),
 Masonite: } ULTRA-GRIP® Premium (UGPR00) or
 Hardboard: } ULTRA-GRIP® Select (UGSL00)

WOOD-EXTERIOR

Trim, sash, fascia: }
 Rough-sawn: } EZ-PRIME® Premium (EZPR00)
 T1-11 siding: }

METAL

Ferrous: ULTRA-GRIP® Premium (UGPR00)—INTERIOR ONLY,
 ULTRA-GRIP® Select (UGSL00)—INTERIOR ONLY,
 BLOC-RUST® Premium (BRPR00) or
 ULTRASHIELD® Galvanized Metal Primer (ULGM00)
 Non-ferrous: ULTRASHIELD® Galvanized Metal Primer (ULGM00),
 ULTRA-GRIP® Premium (UGPR00) or
 ULTRA-GRIP® Select (UGSL00)

SELECTION & SPECIFICATION DATA

Generic Type	Polymeric epoxy amine.
Description	Rustbond is a cross-linked penetrating primer/sealer with excellent wetting properties. It is highly flexible with good chemical and solvent resistance, and accept a variety of topcoats. Recommended use as primer/sealers for marginally prepared steel and over old coatings. Its excellent wetting properties allows it to penetrate rust and discontinuities in existing coatings and provide a firm anchorage for a variety of topcoats. Its thixotropic character reduces run off, ensuring that the edges of existing coatings are encapsulated thus reducing undercutting and peeling. It may also be used as a tie-coat for coatings that exceed their "recoat window." Consult Carboline Technical Services Department for specific recommendations.
Features	<ul style="list-style-type: none"> • Universal primer and tie-coat • Excellent adhesion to SSPC-SP 2 prepared steel, galvanizing, aluminum, stainless steel and copper • Low stress, highly flexible film • Extremely high solids • Low odor • Contains corrosion inhibitors • Compatible with a variety of topcoats • User friendly brush and roller application • VOC compliant to current AIM regulations
Color	Translucent Green (0300)
Finish	High Gloss Chalks rapidly in sunlight.
Primer	Self-priming. May be applied over most generic types of coatings.
Dry Film Thickness	1 - 2 mils (25 - 51 microns) per coat
Solids Content	By Volume 99% +/- 1%
Theoretical Coverage Rate	1588 ft ² /gal at 1.0 mils (39.0 m ² /l at 25 microns) 794 ft ² /gal at 2.0 mils (19.5 m ² /l at 50 microns) Allow for loss in mixing and application.
VOC Values	Thinner 76 12 oz/gal: 1.22 lbs/gal (147 g/l) As Supplied 0.7 lbs./gal (85 g/l) EPA Method 24 These are nominal values
Dry Temp. Resistance	Continuous: 175°F (79°C) Non-Continuous: 200°F (93°C) Discoloration and loss of gloss is observed above 175°F (80°C)
Limitations	<ul style="list-style-type: none"> • Epoxies lose gloss, discolor and eventually chalk in sunlight exposure • Do not use for immersion service • Rustbond sealers must be topcoated
Topcoats	Acrylics, alkyds, epoxies, polyurethanes

SUBSTRATES & SURFACE PREPARATION

General	Surfaces must be clean and dry. Employ adequate methods to remove dirt, dust, oil and all other contaminants that could interfere with adhesion of the coating.
Steel	SSPC-SP2 or SP3
Previously Painted Surfaces	A test patch is recommended to verify compatibility with existing coating. Existing paint must attain a minimum 3A rating in accordance with ASTM D3359 "X-Scribe" adhesion test.

MIXING & THINNING

Mixing	Power mix components separately to break down any gel. Keep the mixing blade at slow speed and submerged in the product to minimize whipping of air into the material. Scrape the sides of the container occasionally to insure uniformity. Continue to mix for 1-2 minutes. DO NOT MIX PARTIAL KITS , and do not intermix unpaired components.
Thinning	Thinning not normally required but may be thinned up to 9% (12 oz/gal) with Thinner #76. Use of thinners other than those supplied or recommended by Carboline may adversely affect product performance and void product warranty, whether express or implied.
Ratio	.5 Gallon Kit Part A: 1 Quart (0.25 gal) Part B: 1 Quart (0.25 gal) 2 Gallon Kit Part A: 1 Gallon Part B: 1 Gallon
Pot Life	<ul style="list-style-type: none">• For 1/2 gal units:• 80 minutes at 70°F (21°C)• 50 minutes at 80°F (27°C)• 40 minutes at 90°F (32°C)• 30 minutes at 100°F (38°C)• Pot life ends when material begins to thicken and exotherm.

APPLICATION EQUIPMENT GUIDELINES

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

Spray Application (General)	Contact Carboline Technical Service for specific application instructions.
Brush & Roller (General)	Avoid excessive re-brushing or re-rolling. Apply enough material to uniformly wet the surface. Any puddles formed must be brushed out.
Brush	Use a medium bristle brush and distribute evenly using full brush strokes.
Roller	Use a medium to long nap roller suitable for solvent base materials to evenly distribute the material.

APPLICATION CONDITIONS

Condition	Material	Surface	Ambient	Humidity
Minimum	60°F (16°C)	70°F (21°C)	70°F (21°C)	0%
Maximum	100°F (38°C)	130°F (54°C)	110°F (43°C)	90%

This product simply requires the substrate temperature to be above the dew point. Condensation due to substrate temperatures below the dew point can cause flash rusting on prepared steel and interfere with proper adhesion to the substrate. Special application techniques may be required above or below normal application conditions.

CURING SCHEDULE

Surface Temp.*	Dry to Handle	Dry to Topcoat	Final Cure General
70°F (21°C)	34 Hours	18 Hours	9 Days
80°F (27°C)	22 Hours	12 Hours	6 Days
90°F (32°C)	14 Hours	9 Hours	4 Days
100°F (38°C)	11 Hours	4 Hours	3 Days

* These times are based on 50% relative humidity and 1.0–2.0 mils (25-50 microns) dry film thickness. Higher film thickness, insufficient ventilation or cooler temperatures will require longer cure times and could result in solvent entrapment and premature failure. Excessive humidity or condensation on the surface during curing can interfere with the cure, can cause discoloration and may result in a surface haze. Any haze or blush must be removed by water washing before recoating. During high humidity conditions, it is recommended that the application be done while temperatures are increasing.

Surface Temp.*	Maximum Recoat Time Acrylics & Alkyds	Maximum Recoat Time Epoxies & Urethanes
70°F (21°C)	14 Days	30 Days
75°F (24°C)	14 Days	30 Days
90°F (32°C)	7 Days	15 Days

* These times are based on 50% relative humidity and 1-2 mils (25-50 microns) dry film thickness. If the maximum recoat time is exceeded the surface must be abraded by sweep blasting or by the application of another coat of Rustbond before applying any additional coatings.

CLEANUP & SAFETY

Cleanup	Use Thinner #2 or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.
Safety	Read and follow all caution statements on this product data sheet and on the SDS for this product. Employ normal workmanlike safety precautions.
Ventilation	When used in enclosed areas, thorough air circulation must be used during and after application until the coating is cured. The ventilation system should be capable of preventing the solvent vapor concentration from reaching the lower explosion limit for the solvents used. User should test and monitor exposure levels to insure all personnel are below guidelines. If not sure or if not able to monitor levels, use MSHA/NIOSH approved respirator.
Caution	THIS PRODUCT EXOTHERMS AT THE END OF ITS POT LIFE. Any unused quantities will become extremely hot. Immediately spread out on an appropriate surface or add sand or other suitable heat sink to the unused material to reduce the severity of exotherm. Take appropriate precautions against breathing fumes. This product contains flammable solvents. Keep away from sparks and open flames. All electrical equipment and installations should be made and grounded in accordance with the National Electric Code. In areas where explosion hazards exist, workmen should be required to use non-ferrous tools and wear conductive and non-sparking shoes.

PACKAGING, HANDLING & STORAGE

Shelf Life	Part A & B: Min. 36 months at 75°F (24°C)* *Shelf Life: (actual stated shelf life) when kept at recommended storage conditions and in original unopened containers.
Storage Temperature & Humidity	40° - 110°F (4°-43°C) 0-90% Relative Humidity
Storage	Store Indoors.
Shipping Weight (Approximate)	0.5 Gallon Kit - 6 lbs. (3 kg) 2 Gallon Kit - 22 lbs. (10 kg)
Flash Point (Setaflash)	• Part A: 205°F (96°C) • Part B: 176°F (80°C)

WARRANTY

To the best of our knowledge the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. User must contact Carboline Company to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. We guarantee our products to conform to Carboline quality control. We assume no responsibility for coverage, performance or injuries resulting from use. Liability, if any, is limited to replacement of products. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY CARBOLINE, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All of the trademarks referenced above are the property of Carboline International Corporation unless otherwise indicated.



THE #1 CHOICE OF
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SAFETY DATA SHEET

SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

The following Safety Data Sheet (SDS) is being provided pursuant to requirements of the Fed/OSHA (29 CFR 1910.1200) and Cal/OSHA (8 CCR 5194) Hazard Communication Standards. The health and hazards information given here is based on data believed to be accurate by Dunn-Edwards Corporation; we do not, however, assume any liability for the accuracy or completeness of this information. We neither suggest nor guarantee that any hazards mentioned are the only ones that may exist. All persons intending to rely on any recommendation, or to use any technique, equipment, or material mentioned should first satisfy themselves that they can meet all applicable safety and health standards.

The following SDS supersedes any previously issued SDS for each product covered. The reader is advised to destroy any obsolete SDS and refer only to this SDS. As permitted by OSHA, each SDS may apply to a class of products which have similar hazards and contents.

Products covered by this SDS are listed below:

ACBL10-0: ACRI-BUILD Flat	ESPR00-1: EFF-STOP Premium
ACHS10-0: ACRI-HUES Flat	ESSL00-0: EFF-STOP Select
ACHS30-0: ACRI-HUES Eggshell	EVER10-0: EVEREST Flat
ACHS50-0: ACRI-HUES Semi-Gloss	EVER20-0: EVEREST Velvet
ACWC10-0: ACRI-WALL Flat Concentrate	EVER30-0: EVEREST Eggshell
ACWL10-0: ACRI-WALL Flat Ready-To-Use	EVER50-0: EVEREST Semi-Gloss
ACWL30-0: ACRI-WALL Eggshell	EVSH10-2: EVERSIELD Flat
ACWL50-0: ACRI-WALL Semi-Gloss	EVSH10-3: EVERSIELD Flat
AQUA10-1: AQUAFALL Flat	EVSH20-2: EVERSIELD Velvet
AQUA30-1: AQUAFALL Eggshell	EVSH20-3: EVERSIELD Velvet
AQUA50-1: AQUAFALL Semi-Gloss	EVSH30-2: EVERSIELD Eggshell
ASHL30-0: ARISTOSHIELD Eggshell	EVSH30-3: EVERSIELD Eggshell
ASHL40-0: ARISTOSHIELD Low Sheen	EVSH40-2: EVERSIELD Low-Sheen
ASHL50-0: ARISTOSHIELD Semi-Gloss	EVSH40-3: EVERSIELD Low-Sheen
ASHL70-0: ARISTOSHIELD High Gloss	EVSH50-2: EVERSIELD Semi-Gloss
AWLL50-0: ARISTOWALL Semi-Gloss	EVSH50-3: EVERSIELD Semi-Gloss
AWLL60-0: ARISTOWALL Gloss	EVSH60-2: EVERSIELD Gloss
BIPR00-1: BLOCK-IT Premium	EVSH60-3: EVERSIELD Gloss
BRPR00-2-RO: BLOC-RUST Premium, Red Oxide	EXQT10-0: EXQUISITE Matte
BRPR00-2-WH: BLOC-RUST Premium, White	EZPR00-1: EZ-PRIME Premium
DURA50-0: DURAFLO Semi-Gloss	FPSL00-1: FLEX-PRIME Select
DURA50-1: DURAFLO Semi-Gloss	FTXS10-0: FLEX-TEX Smooth
DURA60-0: DURAFLO Gloss	IKPR00-1: INTER-KOTE Premium Zero VOC
DURA60-1: DURAFLO Gloss	PMCE10-0: CONTRACTOR'S EDGE Flat
ENCT30-0: ENDURA-COAT Eggshell	PMCE30-0: CONTRACTOR'S EDGE Eggshell
ENCT50-0: ENDURA-COAT Semi-Gloss	PMCE50-0: CONTRACTOR'S EDGE Semi-Gloss
ENCT60-0: ENDURA-COAT Gloss	PRWL00-0: PREP-WALL Drywall Surface Conditioner
ENPR00-0-GR: ENDURAPRIME, Gray	
ENPX50-0: ENDURACAT Semi-Gloss	

continued

SDS FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS *continued*

QKWL10-0: QUIK-WALL Flat
SBPR00-0: Smooth BLOCFIL Premium
SBSL00-1: Smooth BLOCFIL Select
SFSL00-1: SURFACO Select
SLPR00-2: SUPER-LOC Premium
SPMA10-1: SUPREMA Flat
SPMA20-1: SUPREMA Velvet
SPMA30-0: SUPREMA Eggshell
SPMA40-0: SUPREMA Low Sheen
SPMA50-0: SUPREMA Semi-Gloss
SSHL10-0: SPARTASHIELD Flat
SSHL20-0: SPARTASHIELD Velvet
SSHL30-0: SPARTASHIELD Eggshell
SSHL40-0: SPARTASHIELD Low Sheen
SSHL50-1: SPARTASHIELD Semi-Gloss
SSHL60-1: SPARTASHIELD Gloss
SSHV10-0: SPARTASHIELD VA Flat
SWLL10-0: SPARTAWALL Flat
SWLL20-1: SPARTAWALL Velvet
SWLL30-1: SPARTAWALL Eggshell
SWLL40-1: SPARTAWALL Low Sheen
SWLL50-1: SPARTAWALL Semi-Gloss
SWLR10-0: SUPER-WALL Flat Ready-To-Use
SZRO10-0: SPARTAZERO Flat
SZRO20-0: SPARTAZERO Velvet
SZRO30-0: SPARTAZERO Eggshell

SZRO40-0: SPARTAZERO Low Sheen
SZRO50-0: SPARTAZERO Semi-Gloss
UGPR00-1: ULTRA-GRIP Premium
UGSL00-1: ULTRA-GRIP Select Zero VOC
ULDM00-0-GR: ULTRASHIELD DTM Gray Primer
ULDM50-0: ULTRASHIELD DTM Semi-Gloss Paint
ULGM00-0: ULTRASHIELD Galvanized Metal Primer
ULMS00-0: ULTRASHIELD Multi-Surface Primer
ULSB10-0: ULTRA-SCRUB Flat
ULSH40-0: ULTRASHIELD Low Sheen Paint
ULSH60-0: ULTRASHIELD Gloss Paint
VNPL00-0: VINYLASTIC Plus
VNPR00-1: VINYLASTIC Premium Ultra-Low VOC
VNSL00-1: VINYLASTIC Select Zero VOC
W 350: Interior W/B Acrylic Clear Finish
W 360V: ENDURASEAL
W 370: ENDURAWALL
W 615: ACOUSTIKOTE
W 2456V: Latex Roof Coating
W 5361: Athletic Field Striping Paint
W 6139: Acrylic Elastomeric Coating AZ
W 6160E: VERSAGLO
W 6220E: VERSAGLOSS
W 6230E: VERSAWALL
W 6240: VERSAFLAT
W 6250E: VERSASATIN

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT IDENTIFICATION:
SEE COVER PAGE FOR LIST OF PRODUCTS COVERED

MANUFACTURER: DUNN-EDWARDS CORPORATION
4885 EAST 52ND PLACE
LOS ANGELES, CA 90058-5507

PRODUCT TYPE: WATERBORNE PAINT
RECOMMENDED USE: ARCHITECTURAL COATING

EMERGENCY PHONE: 1-800-222-1222
OTHER CALLS: (323) 826-2663
FAX NUMBER: (323) 771-1611

HMIS CODES: H F R PP
0 0 0 E



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SECTION 2: HAZARDS IDENTIFICATION

GHS CLASSIFICATION: NOT A HAZARDOUS SUBSTANCE OR MIXTURE

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) HAZARD STATEMENT: (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS, SPRAY MIST AND SANDING DUST. WEAR APPROPRIATE NIOSH-APPROVED RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING. AVOID CONTACT WITH SKIN AND EYES. CLOSE CONTAINER AFTER EACH USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP BETWEEN 40°F AND 110°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
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NO REPORTABLE HAZARDOUS INGREDIENTS.

NOTE: EXPOSURES TO POSSIBLE HAZARDOUS INGREDIENTS BELOW REPORTING THRESHOLDS CAN BE MINIMIZED OR AVOIDED BY FOLLOWING RECOMMENDED PROCEDURES FOR SAFE HANDLING, STORAGE, DISPOSAL, AND USE.

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 4: FIRST-AID MEASURES

EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK 1 OR 2 GLASSES OF WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 110°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH	OSHA EXPOSURE LIMITS			VAPOR PRESS mmHg @ TEMP
			TLV/TWA PPM	TWA PPM	MG/M ³	STEL PPM	

NO REPORTABLE HAZARDOUS INGREDIENTS.

ENGINEERING CONTROLS: USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.

VENTILATION : NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT; OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.

RESPIRATORY PROTECTION: FOR SPRAY APPLICATION, USE A NIOSH-APPROVED PARTICULATE FILTER MASK (N95 OR HIGHER) TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH ALLERGIES OR ASTHMA MAY NEED AN ORGANIC VAPOR/PARTICULATE RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT).

WHEN SANDING, SCRAPING, OR ENGAGING IN ANY ACTIVITY THAT GENERATES AIRBORNE NUISANCE DUST, WEAR A NIOSH-APPROVED PARTICULATE FILTER MASK (N95 OR HIGHER) TO AVOID BREATHING DUST. FINISH BY WATER-WASHING ALL SURFACES TO REMOVE DUST.

EYE PROTECTION: USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.

SKIN PROTECTION: USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.

WORK HYGIENIC PRACTICES: WASH HANDS AND FACE BEFORE EATING OR DRINKING.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	~1.4 (H ₂ O = 1)
pH AS SUPPLIED:	~8.5	SOLUBILITY IN WATER:	PARTLY SOLUBLE
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSITION TEMP:	(NO INFORMATION AVAILABLE)
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	85 – 115 KU
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: ~35% BY WT: ~50%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: ~65% BY WT: ~50%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)		

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.

CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.

POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.

CONDITIONS TO AVOID: AVOID STORAGE AT TEMPERATURES BELOW 40° F OR ABOVE 110° F.

INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.

HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SECTION 11: TOXICOLOGICAL INFORMATION

LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, EYE AND SKIN CONTACT

SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE TO THIS PRODUCT DURING NORMAL USE WITH RECOMMENDED PERSONAL PROTECTION AS NEEDED.

NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)

CARCINOGENICITY: NTP? NO. IARC? NO. OSHA? NO. PROP 65? NO.

HAZARDOUS BY-PRODUCTS: SPRAY APPLICATION OF THIS PRODUCT CAN GENERATE SPRAY MIST, WHICH MAY BE HAZARDOUS TO YOUR HEALTH IF INHALED. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SANDING, SCRAPING, OR OTHERWISE DISTURBING THE DRY FILM OF THIS PRODUCT CAN GENERATE AIRBORNE NUISANCE DUST, WHICH MAY BE HAZARDOUS TO YOUR HEALTH IF INHALED. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SEE SECTION 8: "EXPOSURE CONTROLS / PERSONAL PROTECTION" FOR INFORMATION ON RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING.

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.

RCRA HAZARD CLASS: NON-HAZARDOUS

SAFETY DATA SHEET

FORM A: COATINGS WITH NO REPORTABLE HAZARDOUS INGREDIENTS

SDS DATE: 03/20/2020

SECTION 14: TRANSPORT INFORMATION

THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS.
ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER: (NOT APPLICABLE) UN PROPER SHIPPING NAME: (NOT APPLICABLE)
TRANSPORT HAZARD CLASS: (NOT APPLICABLE) PACKING GROUP: (NOT APPLICABLE)
ENVIRONMENTAL HAZARDS: (NOT APPLICABLE) TRANSPORT IN BULK: (NOT APPLICABLE)
SPECIAL PRECAUTIONS: FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS:

TSCA: ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.

CERCLA: NOT LISTED AS A HAZARDOUS SUBSTANCE.

SARA TITLE III: NOT LISTED AS A HAZARDOUS SUBSTANCE.

311/312 HAZARD CATEGORIES: (NOT APPLICABLE)

313 REPORTABLE INGREDIENTS: (NOT APPLICABLE)

STATE REGULATIONS: (NOT APPLICABLE)

SECTION 16: OTHER INFORMATION

DATE OF PREPARATION: MARCH 20, 2020

PREPARER INFORMATION: DUNN-EDWARDS CORPORATION
ENVIRONMENTAL AFFAIRS DEPARTMENT
PHONE: (323) 826-2663

DISCLAIMER: THE INFORMATION CONVEYED ABOVE, ALTHOUGH OBTAINED FROM SOURCES WE CONSIDER RELIABLE, IS FURNISHED BY DUNN-EDWARDS CORPORATION WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO ITS ACCURACY, ADEQUACY, OR APPLICABILITY TO ANY PARTICULAR NEEDS OR CIRCUMSTANCES.

SAFETY DATA SHEET

EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT IDENTIFICATION:
EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

MANUFACTURER: DUNN-EDWARDS CORPORATION
4885 EAST 52ND PLACE
LOS ANGELES, CA 90058-5507

PRODUCT TYPE: WATERBORNE PAINT
RECOMMENDED USE: ARCHITECTURAL COATING

EMERGENCY PHONE: 1-800-222-1222
OTHER CALLS: (323) 826-2663
FAX NUMBER: (323) 771-1611

HMIS CODES: H F R PP
 0 0 0 E



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SECTION 2: HAZARDS IDENTIFICATION

GHS CLASSIFICATION: NOT A HAZARDOUS SUBSTANCE OR MIXTURE.

GHS LABEL ELEMENTS: [NOTE: THIS CONSUMER PRODUCT IS EXEMPT FROM OSHA GHS-HCS LABELING REQUIREMENTS.]

SIGNAL WORD: (NONE REQUIRED) **HAZARD STATEMENT:** (NONE REQUIRED)

PICTOGRAM: (NONE REQUIRED)

PRECAUTIONARY STATEMENTS:

PREVENTION: DO NOT INGEST. USE ONLY WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS, SPRAY MIST AND SANDING DUST. WEAR APPROPRIATE NIOSH-APPROVED RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING. AVOID CONTACT WITH SKIN AND EYES. CLOSE CONTAINER AFTER EACH USE. KEEP OUT OF REACH OF CHILDREN.

RESPONSE: CLEAN UP SPILLS WITH INERT ABSORBENT MATERIAL, SUCH AS CLAY GRANULES, PAPER OR CLOTH WIPES. ALLOW TO DRY BEFORE DISPOSAL.

STORAGE & DISPOSAL: KEEP BETWEEN 40°F AND 110°F AT ALL TIMES. DISPOSE OF CONTAINER AND CONTENTS IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

HAZARDS NOT OTHERWISE CLASSIFIED: NONE.

SECTION 3: COMPOSITION / INFORMATION ON INGREDIENTS

HAZARDOUS INGREDIENTS:

CHEMICAL NAME	COMMON NAME / SYNONYMS	CAS NUMBER	CONCENTRATION (%WT)
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NO REPORTABLE HAZARDOUS INGREDIENTS.

NOTE: EXPOSURES TO POSSIBLE HAZARDOUS INGREDIENTS BELOW REPORTING THRESHOLDS CAN BE REDUCED OR AVOIDED BY FOLLOWING RECOMMENDED PROCEDURES FOR SAFE HANDLING, STORAGE, DISPOSAL, AND USE.

SEE SECTION 11 (TOXICOLOGICAL INFORMATION) FOR POSSIBLE HAZARDOUS BY-PRODUCTS.

SAFETY DATA SHEET

EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 4: FIRST-AID MEASURES

EYES: FLUSH EYES WITH FRESH WATER FOR AT LEAST 15 MINUTES.

SKIN: WASH THOROUGHLY WITH SOAP AND WATER.

INGESTION: HAVE VICTIM DRINK 1 OR 2 GLASSES OF WATER TO ENSURE DILUTION.

INHALATION: MOVE VICTIM TO FRESH AIR.

MOST IMPORTANT SYMPTOMS AND EFFECTS: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

NOTES TO FIRST AID PROVIDERS: CALL FOR MEDICAL ASSISTANCE IF SYMPTOMS PERSIST.

SECTION 5: FIRE-FIGHTING MEASURES

SUITABLE EXTINGUISHING MEDIA: FOAM, ALCOHOL FOAM, CO2, DRY CHEMICAL, WATER FOG.

UNUSUAL FIRE AND EXPLOSION HAZARDS: LIQUID MATERIAL IS NON-COMBUSTIBLE, BUT DRIED FILMS ARE CAPABLE OF SUPPORTING COMBUSTION WHEN IN CONTACT WITH OPEN FLAMES. CLOSED CONTAINERS CAN DEVELOP INTERNAL PRESSURE AND MAY RUPTURE WHEN SUBJECTED TO EXTREME HEAT.

HAZARDOUS COMBUSTION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SPECIAL EQUIPMENT & PRECAUTIONS: USE SELF-CONTAINED BREATHING APPARATUS IN CONFINED SPACES. OBSERVE RECOMMENDED PROCEDURES FOR HANDLING ORDINARY COMBUSTIBLE MATERIALS.

SECTION 6: ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS, PROTECTIVE EQUIPMENT, EMERGENCY PROCEDURES: WEAR WATERPROOF GLOVES TO AVOID SKIN CONTACT. KEEP CHILDREN AND PETS AWAY FROM SPILLED LIQUID. PREVENT LIQUID FROM ENTERING DRAINS.

METHODS AND MATERIALS FOR CONTAINMENT AND CLEAN UP: DIKE SPILLED LIQUID WITH INERT MATERIAL, SUCH AS CLAY GRANULES. SCOOP UP EXCESS LIQUID AND POUR INTO CONTAINER. USE PAPER OR CLOTH WIPES TO CLEAN UP SMALL SPILLS. ALLOW TO DRY BEFORE DISPOSAL.

SECTION 7: HANDLING AND STORAGE

SAFE HANDLING PRECAUTIONS: KEEP CONTAINERS CLOSED WHEN NOT IN USE. DO NOT STACK CONTAINERS MORE THAN THREE HIGH. SECURE LOADS AGAINST SHIFTING DURING TRANSPORTATION. USE ONLY AN APPROPRIATE TOOL TO OPEN CONTAINERS.

SAFE STORAGE CONDITIONS: STORE IN COOL, WELL-VENTILATED AREA. MAINTAIN TEMPERATURE BETWEEN 40°F AND 110°F. AVOID EXPOSURE TO DIRECT SUNLIGHT, HEAT OR FLAME. INSPECT CONTAINERS FOR LEAKS PERIODICALLY. ROTATE STOCK, USE OLDER MATERIAL FIRST.

INCOMPATIBILITIES: DO NOT HANDLE OR STORE NEAR WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS OR ALKALIS.

SAFETY DATA SHEET

EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 8: EXPOSURE CONTROLS / PERSONAL PROTECTION

HAZARDOUS INGREDIENTS	CAS NUMBER	%WT	ACGIH	OSHA EXPOSURE LIMITS			VAPOR PRESS mmHg @ TEMP
			TLV/TWA PPM	TWA PPM	MG/M ³	STEL PPM	

NO REPORTABLE HAZARDOUS INGREDIENTS.

ENGINEERING CONTROLS: USE SIGNS OR BARRIERS TO RESTRICT ACCESS TO PAINTING WORK AREA.

VENTILATION : NORMAL AIR CIRCULATION SHOULD BE SUFFICIENT; OTHERWISE, USE PORTABLE FANS. ENSURE ADEQUATE VENTILATION DURING APPLICATION, DRYING AND CURING OF PAINT.

RESPIRATORY PROTECTION: FOR SPRAY APPLICATION, USE A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING SPRAY MIST. EXPOSED PERSONS WITH ALLERGIES OR ASTHMA MAY NEED AN ORGANIC VAPOR/PARTICULATE RESPIRATOR (NIOSH/MSHA TC 23C OR EQUIVALENT).

WHEN SANDING, SCRAPING, OR ENGAGING IN ANY ACTIVITY THAT GENERATES AIRBORNE NUISANCE DUST, WEAR A NIOSH-APPROVED PARTICULATE FILTER MASK (RATED N95 OR HIGHER) TO AVOID BREATHING DUST. FINISH CLEANUP BY WATER-WASHING ALL SURFACES TO REMOVE DUST RESIDUE.

EYE PROTECTION: USE SAFETY GLASSES, GOGGLES, OR FACE SHIELD TO PROTECT EYES.

SKIN PROTECTION: USE WATERPROOF GLOVES (LATEX, VINYL, RUBBER, OR NEOPRENE) TO AVOID SKIN CONTACT.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT: WATERPROOF HEADCOVERING AND GENERAL PROTECTIVE CLOTHING ARE RECOMMENDED FOR PROTECTION AS NECESSARY.

WORK HYGIENIC PRACTICES: WASH HANDS AND FACE BEFORE EATING OR DRINKING.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE:	OPAQUE LIQUID DISPERSION	VAPOR PRESSURE:	SAME AS WATER VAPOR	
ODOR:	VERY MILD ODOR	VAPOR DENSITY:	SAME AS WATER VAPOR	
ODOR THRESHOLD:	(NO INFORMATION AVAILABLE)	SPECIFIC GRAVITY:	~1.3 (H ₂ O = 1)	
pH AS SUPPLIED:	~8.5	SOLUBILITY IN WATER:	PARTLY SOLUBLE	
FREEZING POINT:	0° C / 32° F	PARTITION COEFFICIENT:	(NO INFORMATION AVAILABLE)	
BOILING POINT:	100° C / 212° F	AUTO-IGNITION TEMP:	(NOT APPLICABLE)	
FLASH POINT:	(NOT APPLICABLE)	DECOMPOSTION TEMP:	(NO INFORMATION AVAILABLE)	
EVAPORATION RATE:	SAME AS WATER	VISCOSITY:	90 – 100 KU	
FLAMMABILITY:	(NOT APPLICABLE)	PERCENT SOLIDS:	BY VOL: ~38%	BY WT: ~52%
UPPER EXPLOSIVE LIMIT:	(NOT APPLICABLE)	PERCENT VOLATILE:	BY VOL: ~62%	BY WT: ~48%
LOWER EXPLOSIVE LIMIT:	(NOT APPLICABLE)			

SAFETY DATA SHEET

EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 10: STABILITY AND REACTIVITY

REACTIVITY: REACTIVITY NOT KNOWN TO OCCUR UNDER NORMAL CONDITIONS.

CHEMICAL STABILITY: STABLE UNDER NORMAL CONDITIONS.

POSSIBILITY OF HAZARDOUS REACTIONS: POLYMERIZATION WILL NOT OCCUR.

CONDITIONS TO AVOID: AVOID STORAGE AT TEMPERATURES BELOW 40° F OR ABOVE 110° F.

INCOMPATIBLE MATERIALS: AVOID WATER-REACTIVE MATERIALS, STRONG OXIDIZERS, ACIDS AND ALKALIS.

HAZARDOUS DECOMPOSITION PRODUCTS: COMBUSTION CAN PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

SECTION 11: TOXICOLOGICAL INFORMATION

LIKELY ROUTES OF EXPOSURE: INHALATION, INGESTION, EYE AND SKIN CONTACT

SYMPTOMS OF OVEREXPOSURE: MAY CAUSE MILD IRRITATION TO SKIN AND EYES, GASTROINTESTINAL AND RESPIRATORY TRACTS. SLIGHT DIZZINESS, NAUSEA AND HEADACHE POSSIBLE.

DELAYED OR CHRONIC EFFECTS: AVAILABLE INFORMATION PROVIDES NO EVIDENCE OF DELAYED OR CHRONIC HEALTH EFFECTS ASSOCIATED WITH EXPOSURE TO THIS PRODUCT DURING NORMAL USE WITH RECOMMENDED PERSONAL PROTECTION AS NEEDED.

NUMERICAL MEASURES OF TOXICITY: (NO INFORMATION AVAILABLE)

CARCINOGENICITY (WHOLE PRODUCT): ACGIH? NO. IARC? NO. NIOSH? NO. NTP? NO. OSHA? NO.

HAZARDOUS BY-PRODUCTS: SPRAY APPLICATION OF THIS PRODUCT CAN GENERATE SPRAY MIST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SANDING, SCRAPING, OR OTHERWISE DISTURBING THE DRY FILM OF THIS PRODUCT CAN GENERATE AIRBORNE NUISANCE DUST, WHICH MAY BE HARMFUL IF INHALED. RESPIRATORY IRRITATION AND SHORTNESS OF BREATH POSSIBLE. RISK DEPENDS ON LEVEL AND DURATION OF EXPOSURE.

SEE SECTION 8 (EXPOSURE CONTROLS / PERSONAL PROTECTION) FOR INFORMATION ON RESPIRATORY PROTECTION WHEN SPRAYING OR SANDING.

NOTE: SPRAY MIST OR SANDING DUST MAY CONTAIN TITANIUM DIOXIDE PIGMENT PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. TITANIUM DIOXIDE, IN THE FORM OF AIRBORNE, UNBOUND PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 2B: POSSIBLY CARCINOGENIC TO HUMANS, BASED ON TWO LABORATORY WHITE RAT INHALATION EXPOSURE STUDIES, IN WHICH LUNG OVERLOAD CONDITIONS RESULTED IN TUMOR FORMATION. THE IARC MONOGRAPH ON TITANIUM DIOXIDE, HOWEVER, STATES AT THE CONCLUSION OF ITS SUMMARY CHAPTER: "NO SIGNIFICANT EXPOSURE TO PRIMARY PARTICLES OF TITANIUM DIOXIDE IS THOUGHT TO OCCUR DURING THE USE OF PRODUCTS IN WHICH TITANIUM DIOXIDE IS BOUND TO OTHER MATERIALS, SUCH AS IN PAINTS." ALSO, MULTIPLE EPIDEMIOLOGICAL STUDIES OF TITANIUM DIOXIDE PRODUCTION WORKERS WITH LONG-TERM OCCUPATIONAL EXPOSURE TO AIRBORNE TITANIUM DIOXIDE DUST FOUND NO RELIABLE CORRELATION BETWEEN EXPOSURE AND INCIDENCE OF LUNG CANCER OR OTHER CHRONIC LUNG DISEASES. SCIENTISTS AT MAJOR SUPPLIERS OF TITANIUM DIOXIDE PIGMENT TO DUNN-EDWARDS HAVE EACH PERFORMED AN INDEPENDENT GHS HAZARD CLASSIFICATION OF TITANIUM DIOXIDE PIGMENT AND EACH CONCLUDED THAT TITANIUM DIOXIDE PIGMENT IS "NOT A HAZARDOUS SUBSTANCE OR MIXTURE," BASED ON THE WEIGHT OF SCIENTIFIC EVIDENCE.

SPRAY MIST OR SANDING DUST MAY ALSO CONTAIN QUARTZ AND/OR CRISTOBALITE PARTICLES BOUND IN THE RESINOUS MATRIX OF (1) PAINT DROPLETS THAT MAKE UP SPRAY MIST OR (2) PAINT FRAGMENTS THAT MAKE UP SANDING DUST. QUARTZ AND CRISTOBALITE ARE TWO VARIETIES OF CRYSTALLINE SILICA, WHICH, IN THE FORM OF AIRBORNE, UNBOUND PARTICLES OF RESPIRABLE SIZE, HAS BEEN CLASSIFIED BY IARC AS GROUP 1: CARCINOGENIC TO HUMANS, BASED ON EVIDENCE THAT LONG-TERM OCCUPATIONAL EXPOSURE TO FREE CRYSTALLINE SILICA DUST CAN CAUSE SILICOSIS, A CHRONIC LUNG DISEASE THAT MAY PROGRESS TO LUNG CANCER. EXPOSURE TO FREE CRYSTALLINE SILICA DUST COMMONLY OCCURS IN WORK WITH ROCK, STONE, GRAVEL, SAND, SOIL, CONCRETE, AND MASONRY.

SAFETY DATA SHEET

EZSL00 EZ-PRIME SELECT EXTERIOR WOOD PRIMER

SDS DATE: 12/07/2020

SECTION 12: ECOLOGICAL INFORMATION

ECOLOGICAL INFORMATION: (NO INFORMATION AVAILABLE)

SECTION 13: DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD: COLLECT SPILLED MATERIAL, USED ABSORBENT MATERIAL AND WIPES INTO A SUITABLE CONTAINER AND DISPOSE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. DRY, EMPTY CONTAINERS MAY BE RECYCLED OR DISPOSED OF AS ORDINARY TRASH.

RCRA HAZARD CLASS: NON-HAZARDOUS

SECTION 14: TRANSPORT INFORMATION

THIS MATERIAL IS NOT SUBJECT TO DOT, IATA/ICAO, OR IMO/IMDG TRANSPORTATION REGULATIONS. ACCEPTABLE FOR AIR TRANSPORT AS NON-HAZARDOUS GOODS.

UN NUMBER: (NOT APPLICABLE) UN PROPER SHIPPING NAME: (NOT APPLICABLE)

TRANSPORT HAZARD CLASS: (NOT APPLICABLE) PACKING GROUP: (NOT APPLICABLE)

ENVIRONMENTAL HAZARDS: (NOT APPLICABLE) TRANSPORT IN BULK: (NOT APPLICABLE)

SPECIAL PRECAUTIONS: FOLLOW RECOMMENDED PROCEDURES FOR SAFE HANDLING AND STORAGE.

SECTION 15: REGULATORY INFORMATION

U.S. FEDERAL REGULATIONS:

TSCA: ALL COMPONENTS ARE LISTED IN TSCA INVENTORY OR EXEMPT.

CERCLA: NOT LISTED AS A HAZARDOUS SUBSTANCE.

SARA TITLE III: NOT LISTED AS A HAZARDOUS SUBSTANCE.

311/312 HAZARD CATEGORIES: (NOT APPLICABLE)

313 REPORTABLE INGREDIENTS: (NOT APPLICABLE)

STATE REGULATIONS: CALIFORNIA PROPOSITION 65 NOTICE:

 **WARNING!** CANCER AND REPRODUCTIVE HARM – WWW.P65WARNINGS.CA.GOV

SECTION 16: OTHER INFORMATION

DATE OF PREPARATION: DECEMBER 7, 2020

PREPARER INFORMATION: DUNN-EDWARDS CORPORATION
ENVIRONMENTAL AFFAIRS DEPARTMENT
PHONE: (323) 826-2663

DISCLAIMER: THE INFORMATION CONVEYED ABOVE, ALTHOUGH OBTAINED FROM SOURCES WE CONSIDER RELIABLE, IS FURNISHED BY DUNN-EDWARDS CORPORATION WITHOUT ANY WARRANTY (WHETHER EXPRESS OR IMPLIED) AS TO ITS ACCURACY, ADEQUACY, OR APPLICABILITY TO ANY PARTICULAR NEEDS OR CIRCUMSTANCES.



Safety Data Sheet
prepared to UN GHS Revision 3

1. Identification of the Substance/Mixture and the Company/Undertaking

- 1.1 Product Identifier** 0922A1NL
- Product Name:** RUSTBOND PART A **Revision Date:** 05/15/2017
- 1.2 Relevant identified uses of the substance or mixture and uses advised against** Component of multicomponent industrial coatings - Industrial use. **Supersedes Date:** 12/07/2016
- 1.3 Details of the supplier of the safety data sheet**
- Manufacturer:** Carboline Company
2150 Schuetz Road
St. Louis, MO USA 63146
- Regulatory / Technical Information:
Contact Carboline Technical Services at
1-800-848-4645
- Datasheet Produced by:** Schlereth, Ken - ehs@stoncor.com
- 1.4 Emergency telephone number:** CHEMTREC 1-800-424-9300 (Inside US)
CHEMTREC +1 703 5273887 (Outside US)
HEALTH - Pittsburgh Poison Control 1-412-681-6669

2. Hazard Identification

2.1 Classification of the substance or mixture

Hazardous to the aquatic environment, Chronic, category 2
Eye Irritation, category 2
STOT, single exposure, category 3, RT1
Skin Irritation, category 2
Skin Sensitizer, category 1

2.2 Label elements**Symbol(s) of Product****Signal Word**

warning

Named Chemicals on Label

EPOXY RESIN

GHS HAZARD STATEMENTS

Skin Irritation, category 2	H315	Causes skin irritation.
Skin Sensitizer, category 1	H317	May cause an allergic skin reaction.
Eye Irritation, category 2	H319	Causes serious eye irritation.
STOT, single exposure, category 3, RTI	H335	May cause respiratory irritation.
Hazardous to the aquatic environment, Chronic, category 2	H411	Toxic to aquatic life with long lasting effects.

GHS PRECAUTION PHRASES

P261	Avoid breathing dust/fume/gas/mist/vapours/spray.
P273	Avoid release to the environment.
P280	Wear protective gloves/protective clothing/eye protection/face protection.
P302+352	IF ON SKIN: Wash with plenty of soap and water.
P304+340	IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P305+351+338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
P332+313	If skin irritation occurs: Get medical advice/attention.
P333+313	If skin irritation or rash occurs: Get medical advice/attention.
P391	Collect spillage.

2.3 Other hazards

No Information

Results of PBT and vPvB assessment:

The product does not meet the criteria for PBT/VPvB in accordance with Annex XIII.

3. Composition/Information On Ingredients**3.2 Mixtures****Hazardous Ingredients**

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>%</u>
25068-38-6	EPOXY RESIN	75-100
41638-13-5	EPOXY RESIN	2.5-10

<u>CAS-No.</u>	<u>GHS Symbols</u>	<u>GHS Hazard Statements</u>	<u>M-Factors</u>
25068-38-6	GHS07-GHS09	H315-317-319-335-411	0
41638-13-5	GHS07	H315-317-319-412	0

Additional Information:

The text for GHS Hazard Statements shown above (if any) is given in Section 16.

4. First-aid Measures

4.1 Description of First Aid Measures

AFTER INHALATION: Give oxygen or artificial respiration if needed. Remove person to fresh air. If signs/symptoms continue, get medical attention.

AFTER SKIN CONTACT: In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. If skin irritation persists, call a physician.

AFTER EYE CONTACT: Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.

AFTER INGESTION: Do NOT induce vomiting. Never give anything by mouth to an unconscious person. If swallowed, call a poison control centre or doctor immediately.

4.2 Most important symptoms and effects, both acute and delayed

Irritating to eyes and skin. May be harmful if swallowed.

4.3 Indication of any immediate medical attention and special treatment needed

No information available on clinical testing and medical monitoring. Specific toxicological information on substances, if available, can be found in section 11.

When symptoms persist or in all cases of doubt seek medical advice.

5. Fire-fighting Measures

5.1 Extinguishing Media:

Carbon Dioxide, Dry Chemical, Foam, Water Fog

UNUSUAL FIRE AND EXPLOSION HAZARDS: Beware of vapours accumulating to form explosive concentrations. Vapours can accumulate in low areas. Vapors may spread long distances and ignite.

5.2 Special hazards arising from the substance or mixture

No Information

5.3 Advice for firefighters

In the event of fire, wear self-contained breathing apparatus. Evacuate personnel to safe areas. Use NIOSH approved respiratory protection. Use water spray to cool unopened containers.

6. Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

For personal protection see section 8. Ensure adequate ventilation. Evacuate personnel to safe areas. Remove all sources of ignition.

6.2 Environmental precautions

Do not allow material to contaminate ground water system. Prevent product from entering drains.

6.3 Methods and material for containment and cleaning up

Prevent further leakage or spillage if safe to do so. Contain spillage, soak up with non-combustible absorbent material, (e.g. sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).

6.4 Reference to other sections

Please refer to disposal requirements or country specific disposal requirements for this material. See Section 13 for further information.

7. Handling and Storage

7.1 Precautions for safe handling

INSTRUCTIONS FOR SAFE HANDLING : Keep containers dry and tightly closed to avoid moisture absorption and contamination. Prepare the working solution as given on the label(s) and/or the user instructions. Ensure all equipment is electrically grounded before beginning transfer operations. Wash thoroughly after handling. Do not get in eyes, on skin, or

on clothing. Use only with adequate ventilation/personal protection. Avoid breathing vapors, mist or gas.

PROTECTION AND HYGIENE MEASURES : Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday. When using, do not eat, drink or smoke.

7.2 Conditions for safe storage, including any incompatibilities

CONDITIONS TO AVOID: Heat, flames and sparks.

STORAGE CONDITIONS: Keep container closed when not in use. Store in a dry, well ventilated place away from sources of heat, ignition and direct sunlight.

7.3 Specific end use(s)

No specific advice for end use available.

8. Exposure Controls/Personal Protection

8.1 Control parameters

Ingredients with Occupational Exposure Limits (US)

<u>Name</u>	<u>%</u>	<u>ACGIH TLV-TWA</u>	<u>ACGIH TLV-STEL</u>	<u>OSHA PEL-TWA</u>	<u>OSHA PEL-CEILING</u>	<u>OEL Note</u>
EPOXY RESIN	75-100	N/E	N/E	N/E	N/E	
EPOXY RESIN	2.5-10	NE	N/E	NE	NE	

FURTHER INFORMATION: Refer to the regulatory exposure limits for the workforce enforced in each country.

8.2 Exposure controls

Personal Protection

RESPIRATORY PROTECTION: In order to avoid inhalation of spray-mist and sanding dust, all spraying and sanding must be done wearing adequate respirator. Use only with ventilation to keep levels below exposure guidelines reported in this document. User should test and monitor exposure levels to ensure all personnel are below guidelines. If not sure, or not able to monitor, use State or federally approved supplied air respirator. For silica containing coatings in a liquid state, and/or if no exposure limits are established above, air-supplied respirators are generally not required.

EYE PROTECTION: Safety glasses with side-shields.

HAND PROTECTION: Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough. Impervious gloves. Request information on glove permeation properties from the glove supplier.

OTHER PROTECTIVE EQUIPMENT: Ensure that eyewash stations and safety showers are close to the workstation location. Lightweight protective clothing

ENGINEERING CONTROLS: Avoid contact with skin, eyes and clothing. Use only in an area equipped with explosion proof exhaust ventilation. Ensure adequate ventilation, especially in confined areas.

9. Physical and Chemical Properties

9.1 Information on basic physical and chemical properties

Appearance:	Viscous Green Liquid
Physical State	Liquid
Odor	Epoxy
Odor threshold	N/D
pH	N/D
Melting point / freezing point (°C)	N/D
Boiling point/range (°C)	N/D - N/D
Flash Point, (°C)	96

Evaporation rate	Slower Than Ether
Flammability (solid, gas)	Not determined
Upper/lower flammability or explosive limits	N/A - N/A
Vapour Pressure, mmHg	N/D
Vapour density	Heavier than Air
Relative density	Not determined
Solubility in / Miscibility with water	N/D
Partition coefficient: n-octanol/water	Not determined
Auto-ignition temperature (°C)	Not determined
Decomposition temperature (°C)	Not determined
Viscosity	Unknown
Explosive properties	Not determined
Oxidising properties	Not determined

9.2 Other information

VOC Content g/l:	85
Specific Gravity (g/cm³)	1.15

10. Stability and Reactivity

10.1 Reactivity

No reactivity hazards known under normal storage and use conditions.

10.2 Chemical stability

Stable under normal conditions.

10.3 Possibility of hazardous reactions

Hazardous polymerisation does not occur.

10.4 Conditions to avoid

Heat, flames and sparks.

10.5 Incompatible materials

Strong oxidizing agents.

10.6 Hazardous decomposition products

Carbon dioxide (CO₂), carbon monoxide (CO), oxides of nitrogen (NO_x), dense black smoke.

11. Toxicological Information

11.1 Information on toxicological effects

Acute Toxicity:

Oral LD50: N/D

Inhalation LC50: N/D

Irritation: Unknown

Corrosivity: Unknown

Sensitization: Unknown

Repeated dose toxicity: Unknown

Carcinogenicity: Unknown

Mutagenicity: Unknown

Toxicity for reproduction: Unknown

If no information is available above under Acute Toxicity then the acute effects of this product have not been tested. Data on individual components are tabulated below:

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Vapor LC50</u>
25068-38-6	EPOXY RESIN	11400 mg/kg, rat, oral	23000 mg/kg, dermal, rabbit	>20 mL/kg skin, sensitizer
41638-13-5	EPOXY RESIN	>2000 mg/kg, oral, rat		Not Available

Additional Information:

Irritating to eyes and skin. May be harmful if swallowed.

12. Ecological Information

12.1 Toxicity:

EC50 48hr (Daphnia): Unknown

IC50 72hr (Algae): Unknown

LC50 96hr (fish): Unknown

12.2 Persistence and degradability: Unknown

12.3 Bioaccumulative potential: Unknown

12.4 Mobility in soil: Unknown

12.5 Results of PBT and vPvB assessment: The product does not meet the criteria for PBT/VPvB in accordance with Annex XIII.

12.6 Other adverse effects: Unknown

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>EC50 48hr</u>	<u>IC50 72hr</u>	<u>LC50 96hr</u>
25068-38-6	EPOXY RESIN	2.1 mg/l (daphnia)	11 mg/l (algae)	1.3 mg/l (fish)
41638-13-5	EPOXY RESIN	No information	No information	No information

13. Disposal Considerations

13.1 **WASTE TREATMENT METHODS:** Do not burn, or use a cutting torch on, the empty drum. If recycling is not practicable, dispose of in compliance with local regulations. Dispose of in accordance with local regulations. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport Information

14.1 UN number	UN 3082
14.2 UN proper shipping name	Environmentally Hazardous Substance, Liquid, NOS
Technical name	(Epoxy Resin)
14.3 Transport hazard class(es)	9
Subsidiary shipping hazard	N/A
14.4 Packing group	PGIII
14.5 Environmental hazards	Marine Pollutant: Yes (Epoxy Resin)
14.6 Special precautions for user	Unknown
EmS-No.:	F-A, S-F
14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code	Unknown

15. Regulatory Information

15.1 Safety, health and environmental regulations/legislation for the substance or mixture:

U.S. Federal Regulations: As follows -

CERCLA - Sara Hazard Category

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Acute Health Hazard, Chronic Health Hazard

Sara Section 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

<u>Chemical Name</u>	<u>CAS-No.</u>
----------------------	----------------

No Sara 313 components exist in this product.

Toxic Substances Control Act:

All components of this product are either listed on the TSCA Inventory or are exempt.

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

<u>Chemical Name</u>	<u>CAS-No.</u>
----------------------	----------------

No TSCA 12(b) components exist in this product.

U.S. State Regulations: As follows -**New Jersey Right-to-Know:**

The following materials are non-hazardous, but are among the top five components in this product.

<u>Chemical Name</u>	<u>CAS-No.</u>
DIISOPROPYLBIPHENYLS	69009-90-1
YELLOW DYE	TRADE SECRET

Pennsylvania Right-To-Know

The following non-hazardous ingredients are present in the product at greater than 3%.

<u>Chemical Name</u>	<u>CAS-No.</u>
DIISOPROPYLBIPHENYLS	69009-90-1

California Proposition 65:

Warning: The following ingredients present in the product are known to the state of California to cause Cancer:

<u>Chemical Name</u>	<u>CAS-No.</u>
NAPHTHALENE	91-20-3

Warning: The following ingredients present in the product are known to the state of California to cause birth defects, or other reproductive hazards.

No Proposition 65 Reproductive Toxins exist in this product.

International Regulations: As follows -*** Canadian DSL:**

No Information

15.2 Chemical Safety Assessment:

No Chemical Safety Assessment has been carried out for this substance/mixture by the supplier.

16. Other Information**Text for GHS Hazard Statements shown in Section 3 describing each ingredient:**

H315	Causes skin irritation.
H317	May cause an allergic skin reaction.
H319	Causes serious eye irritation.
H335	May cause respiratory irritation.
H411	Toxic to aquatic life with long lasting effects.
H412	Harmful to aquatic life with long lasting effects.

Reasons for revision

No Information

The information contained herein is, to the best of our knowledge and belief accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations.



Safety Data Sheet

prepared to UN GHS Revision 3

1. Identification of the Substance/Mixture and the Company/Undertaking

- 1.1 Product Identifier** 0922B1NL
- Product Name:** RUSTBOND PART B **Revision Date:** 09/22/2016
- 1.2 Relevant identified uses of the substance or mixture and uses advised against** **Supersedes Date:** 01/05/2016
- Component of multicomponent industrial coatings - Industrial use.
- 1.3 Details of the supplier of the safety data sheet**
- Manufacturer:** Carboline Company
2150 Schuetz Road
St. Louis, MO USA 63146
- Regulatory / Technical Information:
Contact Carboline Technical Services at
1-800-848-4645
- Datasheet Produced by:** Schlereth, Ken - ehs@stoncor.com
- 1.4 Emergency telephone number:** CHEMTREC 1-800-424-9300 (Inside US)
CHEMTREC +1 703 5273887 (Outside US)
HEALTH - Pittsburgh Poison Control 1-412-681-6669

2. Hazard Identification

2.1 Classification of the substance or mixture

Acute Toxicity, Inhalation, category 4
 Hazardous to the aquatic environment, Chronic, category 2
 Reproductive Toxicity, category 2
 Skin Corrosion, category 1
 Skin Sensitizer, category 1

2.2 Label elements

Symbol(s) of Product



Signal Word

Danger

Named Chemicals on Label

BENZYL ALCOHOL, TOFA, REACTION PRODUCTS WITH TEPA, 4-NONYL PHENOL, BRANCHED

GHS HAZARD STATEMENTS

Skin Corrosion, category 1	H314-1	Causes severe skin burns and eye damage.
Skin Sensitizer, category 1	H317	May cause an allergic skin reaction.
Acute Toxicity, Inhalation, category 4	H332	Harmful if inhaled.
Reproductive Toxicity, category 2	H361	Suspected of damaging fertility or the unborn child.
Hazardous to the aquatic environment, Chronic, category 2	H411	Toxic to aquatic life with long lasting effects.

GHS PRECAUTION PHRASES

P260	Do not breathe dust/fume/gas/mist/vapours/spray.
P264	Wash hands thoroughly after handling.
P273	Avoid release to the environment.
P280	Wear protective gloves/protective clothing/eye protection/face protection.
P284	Wear respiratory protection.
P301+310	IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician.
P302+352	IF ON SKIN: Wash with plenty of soap and water.
P303+361+353	IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
P304+340	IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P305+351+338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
P308+P313	IF exposed or concerned: Get medical advice/attention
P333+313	If skin irritation or rash occurs: Get medical advice/attention.
P391	Collect spillage.

2.3 Other hazards

No Information

Results of PBT and vPvB assessment:

The product does not meet the criteria for PBT/VPvB in accordance with Annex XIII.

3. Composition/Information On Ingredients

3.2 Mixtures

Hazardous Ingredients

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>%</u>
68953-36-6	TOFA, REACTION PRODUCTS WITH TEPA	25-50
100-51-6	BENZYL ALCOHOL	25-50
84852-15-3	4-NONYL PHENOL, BRANCHED	2.5-10
64742-47-8	SOLVENT NAPHTHA	2.5-10

90-72-2 TRIS-2,4,6- (DIMETHYLAMINOMETHYL)PHENOL
471-34-1 CALCIUM CARBONATE

1.0-2.5
<0.1

<u>CAS-No.</u>	<u>GHS Symbols</u>	<u>GHS Hazard Statements</u>	<u>M-Factors</u>
68953-36-6	GHS05-GHS07	H314-317	0
100-51-6	GHS07	H302-312-319-332	0
84852-15-3	GHS05-GHS07-GHS08-GHS09	H302-314-361-400-410	0
64742-47-8	GHS02-GHS07	H226-315-335-336	0
90-72-2	GHS07	H315-319-302	0
471-34-1			0

Additional Information: The text for GHS Hazard Statements shown above (if any) is given in Section 16.

4. First-aid Measures

4.1 Description of First Aid Measures

AFTER INHALATION: Give oxygen or artificial respiration if needed. Remove person to fresh air. If signs/symptoms continue, get medical attention.

AFTER SKIN CONTACT: In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. If skin irritation persists, call a physician. Wash contaminated clothing before reuse.

AFTER EYE CONTACT: Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician.

AFTER INGESTION: Do NOT induce vomiting. Never give anything by mouth to an unconscious person. If swallowed, call a poison control centre or doctor immediately.

4.2 Most important symptoms and effects, both acute and delayed

May be harmful if swallowed.

4.3 Indication of any immediate medical attention and special treatment needed

No information available on clinical testing and medical monitoring. Specific toxicological information on substances, if available, can be found in section 11.

When symptoms persist or in all cases of doubt seek medical advice.

5. Fire-fighting Measures

5.1 Extinguishing Media:

Carbon Dioxide, Dry Chemical, Foam, Water Fog

UNUSUAL FIRE AND EXPLOSION HAZARDS: Combustible Liquid Provide adequate ventilation. Keep away from heat/sparks/open flames/hot surfaces. - No smoking.

5.2 Special hazards arising from the substance or mixture

No Information

5.3 Advice for firefighters

In the event of fire, wear self-contained breathing apparatus. Combustible material Cool containers / tanks with water spray. Evacuate personnel to safe areas. Use NIOSH approved respiratory protection. Use water spray to cool unopened containers.

6. Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

For personal protection see section 8. Ensure adequate ventilation. Evacuate personnel to safe areas. Remove all sources of ignition.

6.2 Environmental precautions

Do not allow material to contaminate ground water system. Prevent product from entering drains.

6.3 Methods and material for containment and cleaning up

Prevent further leakage or spillage if safe to do so. Contain spillage, soak up with non-combustible absorbent material, (e.g.

sand, earth, diatomaceous earth, vermiculite) and transfer to a container for disposal according to local / national regulations (see section 13).

6.4 Reference to other sections

Please refer to disposal requirements or country specific disposal requirements for this material. See Section 13 for further information.

7. Handling and Storage

7.1 Precautions for safe handling

INSTRUCTIONS FOR SAFE HANDLING : Keep containers dry and tightly closed to avoid moisture absorption and contamination. Prepare the working solution as given on the label(s) and/or the user instructions. Do not breathe vapours or spray mist. Ensure all equipment is electrically grounded before beginning transfer operations. Do not use sparking tools. Wash thoroughly after handling. Do not get in eyes, on skin, or on clothing. Use only with adequate ventilation/personal protection.

PROTECTION AND HYGIENE MEASURES : Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and at the end of workday. When using, do not eat, drink or smoke.

7.2 Conditions for safe storage, including any incompatibilities

CONDITIONS TO AVOID: Heat, flames and sparks.

STORAGE CONDITIONS: Keep container closed when not in use. Store in a dry, well ventilated place away from sources of heat, ignition and direct sunlight.

7.3 Specific end use(s)

No specific advice for end use available.

8. Exposure Controls/Personal Protection

8.1 Control parameters

Ingredients with Occupational Exposure Limits (US)

Name	%	ACGIH TLV- TWA	ACGIH TLV- STEL	OSHA PEL- TWA	OSHA PEL- CEILING	OEL Note
TOFA, REACTION PRODUCTS WITH TEPA	25-50	N/E	N/E	N/E	N/E	
BENZYL ALCOHOL	25-50	N/E	N/E	N/E	N/E	
4-NONYL PHENOL, BRANCHED	2.5-10	N/E	N/E	N/E	N/E	
SOLVENT NAPHTHA	2.5-10	N/E	N/E	N/E	N/E	
TRIS-2,4,6- (DIMETHYLAMINOMETHYL) PHENOL	1.0-2.5	N/E	N/E	N/E	N/E	
CALCIUM CARBONATE	<0.1	N/E	N/E	5 MGM3	N/E	

FURTHER INFORMATION: Refer to the regulatory exposure limits for the workforce enforced in each country.

8.2 Exposure controls

Personal Protection

RESPIRATORY PROTECTION: In order to avoid inhalation of spray-mist and sanding dust, all spraying and sanding must be done wearing adequate respirator. Use only with ventilation to keep levels below exposure guidelines reported in this document. User should test and monitor exposure levels to ensure all personnel are below guidelines. If not sure, or not able to monitor, use State or federally approved supplied air respirator. For silica containing coatings in a liquid state, and/or if no exposure limits are established above, air-supplied respirators are generally not required.

EYE PROTECTION: Safety glasses with side-shields.

HAND PROTECTION: Gloves should be discarded and replaced if there is any indication of degradation or chemical breakthrough. Impervious gloves. Request information on glove permeation properties from the glove supplier.

OTHER PROTECTIVE EQUIPMENT: Ensure that eyewash stations and safety showers are close to the workstation location. Lightweight protective clothing

ENGINEERING CONTROLS: Avoid contact with skin, eyes and clothing. Use only in an area equipped with explosion proof

exhaust ventilation. Ensure adequate ventilation, especially in confined areas.

9. Physical and Chemical Properties

9.1 Information on basic physical and chemical properties

Appearance:	Viscous Amber Liquid
Physical State	Liquid
Odor	Irritating
Odor threshold	N/D
pH	N/D
Melting point / freezing point (°C)	N/D
Boiling point/range (°C)	149 F (65 C) - 500 F (260 C)
Flash Point, (°C)	80
Evaporation rate	Slower Than Ether
Flammability (solid, gas)	Not determined
Upper/lower flammability or explosive limits	0.6 - 6.1
Vapour Pressure, mmHg	N/D
Vapour density	Heavier than Air
Relative density	Not determined
Solubility in / Miscibility with water	N/D
Partition coefficient: n-octanol/water	Not determined
Auto-ignition temperature (°C)	Not determined
Decomposition temperature (°C)	Not determined
Viscosity	Unknown
Explosive properties	Not determined
Oxidising properties	Not determined

9.2 Other information

VOC Content g/l:	85
Specific Gravity (g/cm³)	0.98

10. Stability and Reactivity

10.1 Reactivity

No reactivity hazards known under normal storage and use conditions.

10.2 Chemical stability

Stable under normal conditions.

10.3 Possibility of hazardous reactions

Hazardous polymerisation does not occur.

10.4 Conditions to avoid

Heat, flames and sparks.

10.5 Incompatible materials

Strong oxidizing agents.

10.6 Hazardous decomposition productsCarbon dioxide (CO₂), carbon monoxide (CO), oxides of nitrogen (NO_x), dense black smoke.**11. Toxicological Information****11.1 Information on toxicological effects****Acute Toxicity:****Oral LD50:** N/D**Inhalation LC50:** N/D**Irritation:** Unknown**Corrosivity:** Unknown**Sensitization:** Unknown**Repeated dose toxicity:** Unknown**Carcinogenicity:** Unknown**Mutagenicity:** Unknown**Toxicity for reproduction:** Unknown

If no information is available above under Acute Toxicity then the acute effects of this product have not been tested.
Data on individual components are tabulated below:

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>Oral LD50</u>	<u>Dermal LD50</u>	<u>Vapor LC50</u>
68953-36-6	TOFA, REACTION PRODUCTS WITH TEPA	4750 mg/kg oral, rat		Not Available
100-51-6	BENZYL ALCOHOL	1230 mg/kg rat, oral	2000 mg/kg, dermal, rabbit	1000 ppm / 8 hrs rat, inhalation
84852-15-3	4-NONYL PHENOL, BRANCHED	1620 mg/kg oral		Not Available
90-72-2	TRIS-2,4,6- (DIMETHYLAMINOMETHYL) PHENOL	2169 mg/kg oral	Not Available	Not Available
471-34-1	CALCIUM CARBONATE	6450 mg/kg, oral, rat		Not Available

Additional Information:

May be harmful if swallowed.

12. Ecological Information**12.1 Toxicity:****EC50 48hr (Daphnia):** Unknown**IC50 72hr (Algae):** Unknown**LC50 96hr (fish):** Unknown**12.2 Persistence and degradability:** Unknown

12.3 Bioaccumulative potential:	Unknown
12.4 Mobility in soil:	Unknown
12.5 Results of PBT and vPvB assessment:	The product does not meet the criteria for PBT/VPvB in accordance with Annex XIII.
12.6 Other adverse effects:	Unknown

<u>CAS-No.</u>	<u>Chemical Name</u>	<u>EC50 48hr</u>	<u>IC50 72hr</u>	<u>LC50 96hr</u>
68953-36-6	TOFA, REACTION PRODUCTS WITH TEPA	No information	No information	No information
100-51-6	BENZYL ALCOHOL	230 mg/l (Daphnia)	700 mg/l (Algae)	10 mg/l (Fish)
84852-15-3	4-NONYL PHENOL, BRANCHED	No information	No information	No information
64742-47-8	SOLVENT NAPHTHA	No information	No information	No information
90-72-2	TRIS-2,4,6- (DIMETHYLAMINOMETHYL) PHENOL	No information	84 mg/l (Algae)	175 mg/l (Fish)
471-34-1	CALCIUM CARBONATE	No information	No information	No information

13. Disposal Considerations

13.1 WASTE TREATMENT METHODS: Do not burn, or use a cutting torch on, the empty drum. If recycling is not practicable, dispose of in compliance with local regulations. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport Information

14.1 UN number	None
14.2 UN proper shipping name	Not Regulated
Technical name	N/A
14.3 Transport hazard class(es)	None
Subsidiary shipping hazard	N/A
14.4 Packing group	N/A
14.5 Environmental hazards	unknown
14.6 Special precautions for user	Unknown
EmS-No.:	N/A
14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC code	Unknown

15. Regulatory Information

15.1 Safety, health and environmental regulations/legislation for the substance or mixture:

U.S. Federal Regulations: As follows -

CERCLA - Sara Hazard Category

This product has been reviewed according to the EPA 'Hazard Categories' promulgated under Sections 311 and 312 of the Superfund Amendment and Reauthorization Act of 1986 (SARA Title III) and is considered, under applicable definitions, to meet the following categories:

Acute Health Hazard, Chronic Health Hazard

Sara Section 313:

This product contains the following substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendment and Reauthorization Act of 1986 and 40 CFR part 372:

<u>Chemical Name</u>	<u>CAS-No.</u>
4-NONYL PHENOL, BRANCHED	84852-15-3

Toxic Substances Control Act:

All components of this product are either listed on the TSCA Inventory or are exempt.

This product contains the following chemical substances subject to the reporting requirements of TSCA 12(B) if exported from the United States:

No TSCA 12(b) components exist in this product.

U.S. State Regulations: As follows -**New Jersey Right-to-Know:**

The following materials are non-hazardous, but are among the top five components in this product.

<u>Chemical Name</u>	<u>CAS-No.</u>
CALCIUM SULFONATE	TRADE SECRET

Pennsylvania Right-To-Know

The following non-hazardous ingredients are present in the product at greater than 3%.

No PA Right-To-Know components exist in this product.

California Proposition 65:

Warning: The following ingredients present in the product are known to the state of California to cause Cancer:

<u>Chemical Name</u>	<u>CAS-No.</u>
FORMALDEHYDE	50-00-0

Warning: The following ingredients present in the product are known to the state of California to cause birth defects, or other reproductive hazards.

<u>Chemical Name</u>	<u>CAS-No.</u>
METHYL ALCOHOL	67-56-1

International Regulations: As follows -*** Canadian DSL:**

No Information

15.2 Chemical Safety Assessment:

No Chemical Safety Assessment has been carried out for this substance/mixture by the supplier.

16. Other Information**Text for GHS Hazard Statements shown in Section 3 describing each ingredient:**

H226	Flammable liquid and vapour.
H302	Harmful if swallowed.
H312	Harmful in contact with skin.
H314	Causes severe skin burns and eye damage.
H315	Causes skin irritation.
H317	May cause an allergic skin reaction.
H319	Causes serious eye irritation.
H332	Harmful if inhaled.

H335	May cause respiratory irritation.
H336	May cause drowsiness or dizziness.
H361	Suspected of damaging fertility or the unborn child.
H400	Very toxic to aquatic life.
H410	Very toxic to aquatic life with long lasting effects.

Reasons for revision

Changes have been made to Section 3 of the Safety Data Sheet (SDS). Please refer to the Composition / Information on Ingredients in Section 3 of this SDS. Changes have been made to Section 8 of the Safety Data Sheet (SDS). Please refer to the Exposure Controls / Personal Protection information in Section 8 of the SDS. Changes have been made to Section 11 of the Safety Data Sheet (SDS). Please refer to the Toxicological Information in Section 11 of this SDS. Changes have been made to Section 15 of the Safety Data Sheet (SDS). Please refer to the Regulatory Information in Section 15 of this SDS.

The information contained herein is, to the best of our knowledge and belief accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations.

PAINT SPECIFICATION

Date: 3/22/2022

Project: PINACATE MS
1990 S A STREET
Perris, CA 92570

Owner/
Management
Company: PERRIS UNION SCHOOL DISTRICT
hECTOR
155 E 4TH ST
Perris, CA 92570
9519417557
HECTOR GONZALES@PUHSD.ORG

Architect: N/A

General
Contractor: N/A

Painting
Contractor: N/A

Prepared By:
Cel Mosqueda
Sales Representative
(951) 757-2336
cel.mosqueda@dunedwards.com



Dunn-Edwards Corporation
4885 E 52nd Place
Los Angeles, CA 90058

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Exterior PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or muddled appearance. Properly correct all non-complying work to the satisfaction of owner and owner's representative and the representative of the paint manufacturer.
- C. Refer to Dunn-Edwards PDS under Special Conditions for guidelines on compliance with lead-based paint safety.

Stucco

First Coat: SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10)

Second Coat: SPARTASHIELD, Exterior 100% Acrylic Flat Paint (SSHL10)

Please note: This finish/color schedule is being offered as a service by Dunn-Edwards to the above referenced painting contractor. This contractor has determined that the products listed meet the requirements of the project and are appropriate for the exposures. Dunn-Edwards has not reviewed job conditions, project drawings, or any other resources to determine the appropriateness of the product recommendations.

SUBSTITUTION REQUEST FORM

Pursuant to Public Contract Code Section 3400, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

<u>Specified Items</u>	<u>Requested Substituted Items</u>	<u>Agree to Provide Specified Item In the Event Request is Denied¹ (circle one)</u>	<u>District Decision on substitution Request (circle one)</u>
1. _____	_____	Yes No	Grant Deny
2. _____	_____	Yes No	Grant Deny
3. _____	_____	Yes No	Grant Deny
4. _____	_____	Yes No	Grant Deny
5. _____	_____	Yes No	Grant Deny
6. _____	_____	Yes No	Grant Deny
7. _____	_____	Yes No	Grant Deny
8. _____	_____	Yes No	Grant Deny
9. _____	_____	Yes No	Grant Deny

¹ Bidder must state whether bidder will provide the Specified Item in the event that District denies the request for substitution. If bidder states that bidder will not provide the Specified Item in the event their request for substitution is denied, bidder's bid may be considered nonresponsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for substitution is denied, bidder shall execute the Contract and provide such Specified Item(s) and if bidder fails to execute the Contract with the Specified Item(s), bidder's bond may be forfeited.

9. PROJECT FORMS

NOTICE OF INTENT TO AWARD

To:

Project Description: The PUHSD Summer Painting Project.

The District has considered the bid submitted by you for the above described work in response to its Notice to Bidders for the Project.

You are hereby notified that the District intends to accept your bid in the amount of: (\$ _____).

You are requested to execute the Contract and furnish the required Performance Bond and Payment Bond using the bond forms provided in the Contract Documents and the required certificates of insurance within ten (10) business days from the date of issuance of this Notice.

If you fail to execute the Contract and to furnish the bonds and insurance within ten (10) business days from the date of issuance of this Notice, the District may consider all your rights arising out of its acceptance of your bid as abandoned and your Bid Bond forfeited. The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this ___ day of _____, 2022.

By _____
Authorized District Signature

Receipt of this above Notice of Intent to Award is hereby acknowledged by:

_____, this is the _____
day of _____, 20__.

By _____
Title _____

NOTICE TO PROCEED

To:

Date:

PROJECT: The PUHSD Summer Painting Project.

You are hereby notified to commence work in accordance with the Contract dated _____, 20__, on _____, 2022, and you shall complete the work _____ consecutive calendar days thereafter.

By: _____
Authorized District Signature

**CONTRACTOR'S CERTIFICATE REGARDING
DRUG-FREE WORKPLACE**

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq. I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

Contractor
By: _____
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

**CONTRACTOR'S CERTIFICATE REGARDING
PARTICIPATION OF
DISABLED VETERAN BUSINESS ENTERPRISES**

In accordance with Education Code Section 17076.11, the District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. If the Project is funded in whole, or in part, by funds allocated to the District pursuant to the Act, at the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

Signature

Typed or Printed Name

Title

Company

Email

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Bid # _____ (“Project”), and submitted it to the District on behalf of _____ (“Contractor”).

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Postconsumer Material _____ % Secondary Material.

Executed on this _____ day of _____, 20__ at _____

_____.

Name of Contractor (Print or Type)

By _____
Signature

Print Name

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Bid # _____ (“Project”), and submitted it to the District on behalf of _____ (“Contractor”).

To the best of my knowledge, information and belief, in completing the Contractor’s Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Construction Manager/Architect or the District who shall have sole discretion and final determination in this matter.

The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this _____ day of _____, 20__.

Name of Contractor (Print or Type)

By _____
Signature

Print Name

Title

IRAN CONTRACTING ACT CERTIFICATION

As required by California Public Contract Code Section 2204, the Bidder certifies subject to penalty for perjury that the option checked below relating to the Bidder's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- The Bidder is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature Date

Name Title

Name of Firm

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name:

Title:

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

On behalf of Contractor:

_____ Title

_____ Signature

_____ Name

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION FORM

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**ESCROW AGREEMENT FOR SECURITY DEPOSITS
IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the **Perris Union High School District**, hereinafter called "OWNER", and _____, hereinafter called "CONTRACTOR", and _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the OWNER, CONTRACTOR and Escrow Agent agree as follows:

- (1) Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by OWNER in the amount _____ (\$ _____) pursuant to the Construction Contract entered into between the OWNER and CONTRACTOR for _____ **Project** in the amount of _____ (\$ _____) dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the CONTRACTOR, the OWNER shall make payments of the retention earnings directly to the escrow agent. When CONTRACTOR deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the OWNER within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the OWNER and CONTRACTOR. Securities shall be held in the name of the OWNER, and shall designate _____ as the beneficial owner.
- (2) The OWNER shall make progress payments to the CONTRACTOR for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
- (3) When the OWNER makes payments of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the CONTRACTOR until such time as the escrow created under this contract is terminated. The CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the OWNER pays the Escrow Agent directly.
- (4) CONTRACTOR shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the OWNER. These expenses and payment terms shall be determined by the OWNER, CONTRACTOR, and Escrow Agent.
- (5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to the OWNER.
- (6) CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the OWNER to the Escrow Agent that OWNER consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

(7) The OWNER shall have a right to draw upon the securities in the event of default by the CONTRACTOR. Upon seven (7) days' written notice to the Escrow Agent from the OWNER of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the OWNER.

(8) Upon receipt of written notification from the OWNER certifying that the Contract is final and complete, and that the CONTRACTOR has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the OWNER and the CONTRACTOR pursuant to sections (5) to (8), inclusive, of this agreement and the OWNER and CONTRACTOR shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the OWNER and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Agent:

Title

Title

Name

Name

Signature

Signature

Address

Address

[contractor signatures continue on the following page]

On behalf of Contractor:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the OWNER and CONTRACTOR shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

HAZARDOUS MATERIALS PROCEDURES & SPECIFICATIONS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- a. Contractor shall give notice in writing to the District promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the Scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume work based on a reasonable belief it is unsafe, or does not agree to resume work under special conditions, then District may order such portion of work that is in connection with such hazardous condition or such affected area to be deleted from the work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part.

District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of work, or performing the work by others.

- f. If Contractor stops work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no

obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these

regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the work. Contractor shall submit evidence satisfactory to District that it and any disposal facility
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the work and thereafter as and when required by applicable law, and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact.

If Contractor performs any work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the work (as defined in 42 U.S.C. § 9601 et seq.).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Perris Union High School District (“District”) and _____ (“Contractor”) (“Contract” or “Project”).

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials (“ACM”), polychlorinated biphenyl (“PCB”), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All work or materials found to be New Hazardous Material or work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT