

THE CITY OF LAKE FOREST PARK



**CITY OF LAKE FOREST PARK
EXTERIOR PAINTING OF CITY HALL BUILDING**

**Bid Document
Specifications, Proposal and Contract Documents**

July 2013

CITY OF LAKE FOREST PARK
Exterior Painting of City Hall Building

Bid Document
Specifications, Proposal and Contract Documents
July 2013

City Officials:

Mayor: Mary Jane Goss

City Council: Sandy Koppenol, Catherine Stanford, John Wright, Thomas French, Donald Fiene, Jeff Johnson, Robert Lee

Owner:

City of Lake Forest Park,

17425 Ballinger Way NE

Lake Forest Park, WA 98155

Public Works Director: Frank Zenk (206) 368-5440

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CITY OF LAKE FOREST PARK
INVITATION TO BID
EXTERIOR PAINTING OF CITY HALL BUILDING
CONTRACT NO. BLDG. 2012-01

A mandatory site visit to review the project's extent, conditions and access is scheduled for **Wednesday, May 29, 2013** at 10:00 a.m. at City Hall, located at 17425 Ballinger Way NE, Lake Forest Park, Washington. The site visit will convene inside City Hall in the Lake/Forest Room on the first floor. NOTE: Bids will only be accepted from those firms who attend the mandatory site visit on May 29, 2013. In case of an emergency, a contractor can request an alternate site visit in writing prior to Wednesday, May 22, 2013 at 10:00 a.m. local time to Scott Walker, Public Works Superintendent, by fax (206) 364-6521. Written approval is required by Scott Walker for an alternate visit.

Sealed bids will be received by the City of Lake Forest Park, at City Hall located at 17425 Ballinger Way NE, Lake Forest Park, Washington until 4:00 p.m. on **Monday, June 17, 2013** and will then be opened and publicly read for the Exterior Painting of the City Hall Building. Bids received after the bid deadline will not be accepted or considered. All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Lake Forest Park. The right is reserved to reject any and all bids and to waive informalities in the bidding.

The improvement for which bids will be received is briefly described below:

The successful contractor will supply all labor, materials, equipment and supervision to prepare and paint the exterior surfaces at the City of Lake Forest Park's City Hall Building located at 17425 Ballinger Way NE all in accordance with these specifications.

Specifications, addenda, bidders list, and plan holders list for this project are available through the BXWA online plan room. Free of charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to: <http://bxwa.com> and clicking on: "**Posted Projects**"; "**Public Works**"; "**City of Lake Forest Park**", and "**Projects Bidding**". Bidders are encouraged to "Register" in order to receive automatic email notification of future addenda and to be placed on the "Bidders List". If you require assistance, contact Builders Exchange of Washington at 425-258-1303.

Specifications, addenda, bidders list, and plan holders list can be reviewed at: Builders Exchange of Washington, 2607 Wetmore Avenue, Everett, WA 98201, 425-258-1303, Fax: 425-259-3832

Informational copies of specifications, addenda are on file for inspection at Lake Forest Park City Hall, 17425 Ballinger Way NE, Lake Forest Park, Washington.

The City of Lake Forest Park reserves the right to accept a proposal of the bidder submitting the lowest responsible & responsive bid, to reject any or all bids, revise or cancel the work to be performed, or do the work otherwise, if the best interest of the City is served thereby. The City of Lake Forest Park also reserves the right to postpone the bid award for a period of thirty (30) calendar days after bid opening.

The Estimate of the Total Bid Price is thirty-six thousand seven hundred and fifty dollars (\$36,750.00).

Publication Dates:

Instructions to Bidders

1. **DEFINED TERMS.** Terms used in these Instructions to Bidders and the Invitation to Bid are defined in Section 1-01.3 of the Standard Specifications and Special Provisions. The term "Bidder" means one who submits a Bid directly to the CITY, as distinct from a sub-bidder, who submits a price or quote to a Bidder.

2. **LOCAL BUSINESS LICENSE.** All Contractors, including Subcontractors, not already having a local business license for the work contemplated, will be required to secure the appropriate license before an Agreement can be executed.

3. **INTERPRETATIONS AND ADDENDA.** All questions about the meaning or intent of the Contract Documents are to be directed to the PROJECT REPRESENTATIVE. Additions, deletions or revisions to the Contract Documents considered necessary by the PROJECT REPRESENTATIVE in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the PROJECT REPRESENTATIVE or CITY as having received the Contract Documents. Questions received less than 14 days prior to the date of Bids may not be answered. Only answers to such questions issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to make other additions, deletions or revisions to the Contract Documents.

4. **BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND SITE.**

4.1 It is the responsibility of each Bidder before submitting a Bid to:

- A. Examine thoroughly the Contract Documents and other related data referred to in the Contract Documents;
- B. Attend the pre-bid conference and Site visit, if any, described in the Invitation to Bid;
- C. Visit and examine thoroughly the Site and surrounding area so as to become familiar with any conditions at the Site, and other local conditions, that may affect cost, progress or performance of the Work;
- D. Consider federal, state and local laws and regulations that may affect cost, progress or performance of the Work;
- E. Study and carefully correlate the Bidder's observations with the Contract Documents; and
- F. Notify in writing the PROJECT REPRESENTATIVE of all conflicts, errors, ambiguities or discrepancies in or between the Contract Documents and other related data.

4.2 To the extent such information is available, reference is made to the Information Available to Bidders for the identification of:

- A. Those reports of explorations and tests of subsurface conditions at the Site which have been utilized by the CITY in preparing the Contract Documents;
- B. Those drawings of physical conditions in or relating to existing surface and subsurface conditions (except underground utilities) which are at or contiguous to the Site that have been utilized by the CITY in preparing the Contract Documents;
- C. Those environmental reports or drawings relating to asbestos, hazardous waste, PCB's, petroleum and like materials identified at the Site which have been utilized by the CITY in preparing the Contract Documents;

4.3 The CITY makes no representation as to the completeness of the reports referred to in Section 4.2 above or the accuracy of any data or technical information contained therein. The Bidder may rely upon the accuracy of the technical data contained in such reports or drawings. However, the Bidder may not rely upon any interpretation of such technical data, including any extrapolation thereof, or any non-technical data, interpretations or opinions contained therein

4.4 If available, copies of the reports and drawings referred to above will be made available by the CITY to any Bidder upon request, if said reports or drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely are incorporated herein by reference.

4.5 Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the CITY by the owners of such underground utilities or others, and the CITY does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Contract Documents.

4.6 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.

4.7 Before submitting a Bid, each Bidder will, at Bidder's expense, make or obtain any additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions, including subsurface conditions, at or contiguous to the Site or otherwise, which may affect the cost, progress or performance of the Work and which a reasonable Bidder would deem necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.8 On request a minimum of two (2) days in advance, the CITY will provide each Bidder access to the Site to conduct such examinations, etc., as each Bidder deems necessary for submission of a Bid. The location of any excavation or boring shall be subject to the prior approval of the CITY and applicable agencies. Bidders shall fill all holes, restore all pavement to match existing structural sections and shall clean up and restore the Site to its prior condition upon completion of such excavation or boring. The CITY reserves the right to require Bidders to execute an Access Agreement with the CITY prior to accessing the Site.

4.9 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Bidder in performing the Work are identified in the Contract Documents. All additional lands and access thereto as may be required for temporary construction facilities or storage of materials and equipment are to be provided by the Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by the City unless otherwise provided in the Contract Documents.

4.10 The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of this Section 4 and the following:

- A. That the Bid is premised upon performing the Work required by the Contract Documents without exception and such means, methods, techniques, sequences or procedures of construction (if any) as may be required by the Contract Documents;
- B. That Bidder has given the PROJECT REPRESENTATIVE written notice of all conflicts, errors, ambiguities and discrepancies in the Contract Documents and the

written resolution thereof by the PROJECT REPRESENTATIVE is acceptable to Bidder;
and

C. That the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. PROPOSAL FORMS. All blanks on the Proposal Forms shall be completed in ink. All names must be printed below the signatures. The Bid shall be submitted in a sealed envelope which shall be plainly marked in the upper left hand corner with the name and address of the Bidder and shall bear the words "BID FOR" followed by the title of the Project, the name of the CITY, the address where Bids are to be delivered or mailed to, and the date and hour for opening of Bids.

6. BID SIGNATURES.

6.1 Bids by corporations must be executed in the corporate name by the president, a vice-president or other corporate officer. The corporate title of the signator, corporate address and state of incorporation must appear below the signature.

6.2 Bids by partnerships must be executed in the partnership name and be signed by a managing partner. His/her title and the address of the partnership must appear below the signature.

6.3 Bids by joint ventures must be executed in the joint venture name and be signed by a joint venture managing partner. His/her title and the address of the joint venture must appear below the signature.

7. DISQUALIFICATION OF BIDDERS. More than one Bid from an individual, firm, partnership, corporation or other type of entity under the same or different names will not be considered. If the CITY believes that any Bidder is involved in more than one Bid for the Project, all Bids in which such Bidder is involved will be rejected. If the CITY believes that collusion exists among the Bidders, all Bids will be rejected. A party who has quoted prices to a Bidder is not hereby disqualified from quoting prices to other Bidders, or from submitting a Bid directly for the Project.

8. COMPETENCY OF BIDDERS. In selecting the lowest responsive, responsible Bidder, consideration may be given to the financial standing and the general competency of the Bidder for the performance of the Work covered by the Bid. Therefore, after opening of the Bids the City may request additional information regarding the Bidder's recent work experience, references and financial standing.

9. SUBMISSION OF BIDS. The Bid shall be delivered by the time and to the place designated in the Advertisement for Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time and at the proper place.

9.1 **Delivery of Bids.** Bids may be delivered to 17425 Ballinger Way NE, Lake Forest Park, Washington, 98155.

9.2 **Mailing of Bids.** Bids may be mailed to the mailing address of 17425 Ballinger Way NE, Lake Forest Park, Washington, 98155.

BID SECURITY, BONDS, AND INSURANCE. Each Bid shall be accompanied by a certified check, cashier's check or approved Bid Bond in the amount stated in the Advertisement for Bids. Said check or bond shall be made payable to the CITY and shall be given as a guarantee that the Bidder, if awarded the contract, will enter into the Agreement with the CITY and will furnish the necessary insurance certificates, insurance questionnaire, insurance endorsements, Payment Bond and Performance Bond; each of said bonds to be in an amount equal to the Contract Price. In case of refusal or failure to enter into the Agreement or furnish the necessary insurance and bonds, the cash, check or Bid Bond, as the case may be, shall be forfeited to the CITY. If the Bidder elects to furnish a Bid Bond as its security for the Bid, the Bidder shall use the Bid Guaranty Bond form bound herein, or one conforming substantially to it in form. Bid Bonds, and the Maintenance Bond required after completion of the Work, shall comply with the requirements applicable to Payment and Performance Bonds in the General Conditions.

11. DISCREPANCIES IN BIDS. If there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the Schedule and failure to do so will render the Bid non-responsive and shall cause its rejection. If there are unit price Bid Items in the Bid Schedule and the amount indicated for a unit price item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly and the Bidder will be bound by the correction. If there is more than one Bid Item in the Bid Schedule and the total indicated for the Schedule does not agree with the sum of the prices Bid on the individual items, the prices Bid on the individual items shall govern and the total for the Schedule will be corrected accordingly and the Bidder shall be bound by the correction.

12. MODIFICATIONS AND ALTERATIONS TO BIDS. Unauthorized conditions, limitations or provisos attached to the Bid shall render it non-responsive and shall cause its rejection. The Bid forms shall be completed without interlineations, alterations or erasures in the printed text. Alternative Bids will not be considered unless requested. Oral, telegraphic, facsimile or telephonic Bids or modifications will not be considered.

13. WITHDRAWAL OF BIDS. The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Advertisement for Bids and must be received prior to the scheduled closing time for receipt of Bids.

14. AWARD OF CONTRACT. The contract, if awarded, will be made to the Lowest Bid offered by a responsive, responsible Bidder who's Bid complies with the requirements of the Contract Documents. The Lowest Bid is defined as the base bid and any alternates the CITY chooses to accept. Unless otherwise specified, any such award will be made within the period stated in the Advertisement for Bids that Bids are to remain open. Unless otherwise indicated, a single award will be made for all the Bid Items in an individual Bid Schedule. The amount of unit prices or sales or use taxes to be collected from the CITY on the Bid price stated will not be considered as a competitive Bid Items and will not be included in determining the lowest priced Bid and will be considered to be an estimate only. The CITY reserves the right to reject any bid, any portion of any bid and/or to reject all bids. The CITY also reserves the right, but without obligation, to waive informalities and irregularities.

15. RETURN OF BID SECURITY. Within 14 days after award of the contract, the CITY will, if requested, return the Bid Security accompanying those Bids that are not being considered for award of the contract. All other Bid Securities will be held until the Agreement has been finally executed and the Payment Bond, Performance Bond and required insurance has been furnished. They will then be returned to the respective Bidders whose Bids they accompanied.

16. EXECUTION OF AGREEMENT. The Bidder to whom the award is made shall execute a written Agreement with the CITY in the form of Agreement bound herein, and shall secure and furnish all insurance, certificates and bonds required by the Contract Documents within 10 calendar days after receipt of the Agreement form from the CITY. Failure or refusal to enter into the Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the award and forfeiture of the Bid Security. In that case, the CITY may award the contract to the next lowest responsive, responsible Bidder and so-on. If any Bidder which is subsequently awarded the contract as set forth in this Section fails or refuses to execute the Agreement or furnish the necessary insurance and bonds, each such Bidder's Bid securities shall likewise be forfeited to the CITY. The CITY reserves the right to reject all Bids or waive minor informalities in the Bidding process.

17. LIQUIDATED DAMAGES. Provisions for liquidated damages, if any, are set forth in the form of the Agreement to be executed as bound herein.

18. SUBCONTRACTORS.

18.1 The Bidder shall submit with the Bid the names and phone numbers of all Subcontractors whose subcontract will amount to 10% or more of the total Bid. The list shall include the name and telephone number of the Subcontractor, the category of work to be performed by the Subcontractor and the percentage of the total Bid price, which is

comprised of such Subcontractor's work. Failure to submit this list may render the Bidder's Bid non-responsive and, therefore, void. The form provided as bound herein shall be used. The successful Bidder must have the written permission of the CITY to make any changes to the list submitted, which permission may be withheld unless the Bidder provides justification sufficient to the CITY for such change. To prevent bid shopping after the award of the Bid, the Bidder's ability to subcontract the intended work at a lesser price than that set forth in the list shall not, in and of itself, be deemed reasonable justification.

18.2 After award of the contract, the Bidder to whom the contract is awarded must submit at the Pre-Construction Conference a list of **all** Subcontractors and major Suppliers the Bidder intends to use on the Project, regardless of the value of the work such Subcontractor or Supplier will be performing. The list shall contain the name and telephone number of the Subcontractor or Supplier and the category of work to be performed by the Subcontractor, or the materials or equipment to be furnished by the Supplier.

18.3 The Bidder's attention is directed to the provisions of the Section entitled "Concerning Subcontractors, Suppliers and Others" set forth in the General Conditions which stipulates the percentage of the Work to be performed with the Bidder's own forces. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection.

FORMS AND CERTIFICATES

Proposal Form

BID TO: CITY OF LAKE FOREST PARK

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Contract Documents to perform the Work as specified or indicated in said Contract Documents entitled "**Exterior Painting of City Hall Building.**"
2. Bidder accepts all of the terms and conditions of the Contract Documents including, without limitation, those in the Advertisement for Bids and Instructions to Bidders dealing with the disposition of the Bid Security.
3. This Bid will remain open for the 30 day period stated in the "Invitation to Bid." Bidder will enter into an Agreement within the time and in the manner required in the "Invitation to Bid" and the "Instructions to Bidders," and will furnish the insurance certificates, Payment Bond, Performance Bond, and proof of local business license as required by the Contract Documents.
4. Bidder agrees that the CITY has the right to reinstate, at the bid prices, any Alternate Bid Items not incorporated into the Agreement if the CITY notifies Bidder within sixty (60) days after the initial official Notice to Proceed.
5. Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number _____ Date _____
_____ Date _____

(Failure to acknowledge addenda shall render the Bid non-responsive and shall be cause for its rejection.)

6. Bidder has familiarized itself with the nature and extent of the Contract Documents, the Work required, the Site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the other conditions which may affect cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

To all the foregoing, and including all Bid forms contained in this Bid, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the Contract Price based on the total Bid Price(s) set forth in the Bid Schedule.

Dated: _____ Bidder: _____

By: _____
(Signature)

(Print Name)

Title: _____

Address: _____

Proposal Form (continued)

For the complete performance of all Work required by Contract Documents for that project entitled "**Exterior Painting of City Hall Building**" the following Bid is submitted.

Base Bid

Subtotal \$ _____

Local B & O Tax (0.2%) \$ _____

State Sales Tax (SST) (9.5% of Subtotal) \$ _____

Total Base Bid (Subtotal + Local B & O Tax + SST) \$ _____

Complete all Work required for the **Exterior Painting of City Hall Building** project, as described in the Contract Documents for the sum:

Total Base Bid \$ _____

(Price in Figures)

The basis for award shall be the lowest bid received for: Base Bid.

Name of person, firm or corporation submitting bid

Bid Security

BID SECURITY DESCRIPTION

This Section contains a form that may be used by the Bidder for the Bid Security. Refer to the Instructions to Bidders for specific requirements.

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT: _____, hereinafter called "Principal", and _____, hereinafter called the "Surety", are jointly and severally held and firmly bound unto the City of Lake Forest Park, hereinafter called "Owner", in the penal sum of five percent (5%) of the aggregate of the Bid proposal of Principal for the Work, this sum not to exceed _____ dollars lawful money of the United States, for the payment whereof unto Owner, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, said Principal is herewith submitting a Bid for the fulfillment of all Work required for the **Exterior Painting of City Hall Building** project.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the Work, and if Principal within the time specified in the Contract Documents enters into, executes, and delivers to Owner a signed Agreement and the Performance Bond, Payment Bond and appropriate insurance certificates as required by the Contract Documents, then this obligation shall be void. If, however, the Principal fails or refuses to furnish, execute and deliver to Owner said Agreement, Performance Bond, Payment Bond and appropriate insurance certificates as required, and within the time required, by the Contract Documents, then Principal and Surety shall forfeit to Owner the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Owner and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED THIS ____ day of _____, 20____.

Seal

Name of Contractor

By: _____
Signature

Print Name

Its: _____

Seal

Name of Surety

By: _____
Signature

Print Name

Its: _____

[Power of Attorney Must be Attached]

Surety's Mailing Address

Surety's Phone and Fax Number

BID SECURITY DEPOSIT STATEMENT

Herewith find the deposit in the form of a certified check, cashier's check or cash in the amount of \$ _____, which amount is not less than five percent (5%) of the total Bid.

Name of Contractor

By: _____
Signature

Print Name

Its: _____

Bidder's Qualification Certificate

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address:

2. State of Washington Registration No. _____ Expires: ____ / ____ / ____ (MM/DD/YY)

3. Number of years in contracting business under present name: _____ (years)

4. Particular types of construction work performed by your company:

5. List several recent construction projects performed of similar scope and budget:

Amount	Type	Owner	Name	Phone
--------	------	-------	------	-------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Gross amount of contracts now in hand \$ _____

7. Bank Reference(s):

Name	Address	Account Type
------	---------	--------------

By: _____

(Authorized Signature)

Title: _____

Subcontractor List

Each Bidder shall submit with the Bid, or within one (1) hour after the time for submittal of sealed Bids, the names of all Subcontractors whose subcontract will amount to 10% or more of the total Bid. The list shall contain the name of the Subcontractor, the category of work to be performed by the Subcontractor, and the percentage of the total Bid price which is comprised of the Subcontractor's work.

Work to be Performed	%	Name & Phone Number of Subcontractor
----------------------	---	--------------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Non-Collusion Declaration

This form must be submitted by all Bidders with their Bid. Failure to submit this form may cause the Bid to be determined non-responsive and, therefore, void.

STATE OF WASHINGTON }
 } ss
COUNTY OF _____ }

_____, being first duly sworn, on her/his oath says that the Bid above submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above Work or supplies for the Work to put in a sham Bid, or any other person or entity to refrain from bidding; and that said Bidder has not in any manner sought by collusion to secure itself an advantage over any other Bidder or Bidders.

Signature

Print Name

Print Title and Company Name

Subscribed and Sworn to before me this _____ day of _____, 20_

[Print Name]

Notary Public in and for the State of Washington
Residing at _____
Appointment Expires _____

Agreement

THIS AGREEMENT, made this _____ day of _____, 20____, by and between The City of Lake Forest Park, hereinafter called "City" and _____, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall commence and complete the construction of "**Exterior Painting of City Hall Building**" (the "Project") in accordance with the Contract Documents.

2. The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies and any other services necessary for the construction and completion of the Project.

3. The Contractor shall achieve substantial completion of all Work required by the Contract Documents within **20 working days** of the date set forth in the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents.

4. The City and Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss and inconvenience if the Work is not completed within the time specified in Section 3 of this Agreement, plus any extensions allowed by the Contract Documents. They also recognize the delays, expense and the difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City in accordance with Section 1-08.9 of the Standard Specifications for each calendar day that expires after the date for full completion of the Work until full completion is obtained.

5. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the principal sum of \$ _____ for a total amount of (written words _____).

6. The term "Contract Documents" means and includes, the following: Invitation to Bid, Instructions to Bidders, Proposal Form, Bid Security, Bidder's Qualification Certificate, Subcontractor List, Non-Collusion Declaration, this Agreement, Performance Bond, Payment Bond, Declaration of Option for Management of Statutory Retained Percentage, Insurance Questionnaire, Special Provisions, Amendments to the Standard Specifications, Notice of Award, Notice to Proceed, Change Orders, Addenda, Contract Plans and Standard Specifications.

8. Any references included in the contract documents that purport to address the responsibilities of work by crafts and trade contractors or subcontractors, are included only for the convenience in preparing and reading the contract documents, and do not in any way limit the full responsibility of the contractor to provide a complete installation and be responsible for all of the work under this contract.

Performance Bond

PART 1 – GENERAL

1.1 DESCRIPTION

This Section is the Performance Bond Form that is required to be completed by the successful Bidder as stated in the Contract Documents. Do not execute the Performance Bond as part of the Bid submission.

1.2 PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Lake Forest Park, State of Washington, on _____ 20____, has awarded to _____ hereinafter designated as the "Principal", an Agreement for the **Exterior Painting of City Hall Building**, the terms and provisions of which Agreement are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement;

NOW, THEREFORE, we, the Principal and _____ as "Surety", are held and firmly bound unto the City of Lake Forest Park, State of Washington, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract Price, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Agreement and any alterations made as therein provided, on their part, 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 indemnify and save harmless the City of Lake Forest Park, 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 virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work, or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

[Signatures on Next Page]

Contractor

Surety

Signature

Signature

Print Name

Print Name

Title

Its: Attorney-in-Fact

[Power of Attorney Must be Attached]

**Name and Address Local
Office of Agent**

APPROVED:

CITY OF LAKE FOREST PARK

By: _____

Its: _____

Date: _____

Payment Bond

PART 1 – GENERAL

1.1 DESCRIPTION

This section is the Payment Bond Form that is required to be completed by the successful Bidder as stated in the Contract Documents. Do not execute the Payment Bond as part of the Bid submission.

1.2 PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Lake Forest Park, State of Washington, on the _____ of _____, 20____, has awarded to _____, hereinafter designated as "Principal", an Agreement for the construction of **Exterior Painting of City Hall Building**, the terms and provisions of which Agreement are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with said Agreement, providing that if said Principal, or any of its subcontractors, shall fail to pay for any labor, materials, equipment, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the Work contracted to be done, or any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth;

NOW, THEREFORE, we, the Principal and _____, as "Surety", are held and firmly bound unto the City of Lake Forest Park, State of Washington, in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being one hundred percent (100%) of the Contract Price for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of its subcontractors shall promptly make payment in full all amounts due to all persons who are entitled to assert a claim pursuant to Chapter 39.08 RCW, including, without limitation, all persons supplying labor, material, equipment, provisions, provender or any other supplies or teams in the prosecution of the work provided for in said Agreement, and any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect; and if the bounden Principal or any of its subcontractors fails to promptly pay any of such persons or amounts due with respect to any work or labor performed, or materials or equipment supplied, by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims pursuant to Chapter 39.08 RCW, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the Work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the Work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Contractor

Surety

Signature

Signature

Print Name

Print Name

Title

Its: Attorney-in-Fact

[Power of Attorney Must be Attached]

**Name and Address Local
Office of Agent**

APPROVED:

CITY OF LAKE FOREST PARK

By: _____

Its: _____

Date: _____

Declaration of Option for Management of Statutory Retained Percentage

Do not execute the Declaration of Option for Management of Statutory Retained Percentage as part of the Bid submission. It is to be submitted once award of the contract has been made and the Agreement has been executed. Sample forms for the escrow agreements are at the end of this Section.

DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

- A. I hereby elect to have the retained percentage of this Agreement held in a fund by the City of Lake Forest Park until final acceptance of the Work and all required releases are obtained.

Signed: _____ Date: _____

- B. I hereby elect to have City of Lake Forest Park place the retained percentage of this Agreement in an interest bearing account from time to time as such retained percentage accrues in accordance with RCW 60.28.011.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow as authorized by statute. The City of Lake Forest Park shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____ Date: _____

- C. I hereby elect to have the City of Lake Forest Park invest the retained percentage of this Agreement from time to time as such retained percentage accrues in accordance with RCW 60.28.011.

I hereby designate _____ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Lake Forest Park shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____ Date: _____

ESCROW NO. _____

PUBLIC BODY: City of Lake Forest Park

CONTRACT NO. _____

COMPLETION DATE _____

INTEREST BEARING ACCOUNT ESCROW AGREEMENT

TO: _____

(Bank Name)

(Address)

(City, State, Zip Code)

(Phone and Fax)

The undersigned, _____ (the "Contractor"), has entered into written agreement dated _____ (the "Contract") with the City of Lake Forest Park (the "City") for a construction project known as **Exterior Painting of City Hall Building** (the "Project").

Under the terms of the Contract, and pursuant to Chapter 60.28 RCW, the Contractor and City have agreed to deposit any and all retainage from the Contract into an interest bearing depository account (the "Retainage Account") with _____ (the "Bank"), subject to the following instructions:

INSTRUCTIONS

1. The Contractor and the City agree to send all notices and instructions to the Bank at the above listed address. The Contractor and the City understand that notices sent elsewhere may not reach the Bank.
2. The Bank shall have the right to withhold funds from any payment to the Contractor from the retainage Account which the Bank deems reasonable to cover items not finally paid, deposits which are not fully collected, transactions which have been previously executed or guaranteed by the Bank, or any other amount which the Contractor may owe to the Bank.
3. The Contractor agrees to pay the Bank for its services hereunder in accordance with the Bank's usual and customary schedule for the same. Payment of all fees incurred by the Bank shall be the sole and separate responsibility of the Contractor, and shall not be deducted from the Retainage Account. If the Bank is made a party to any litigation with respect to the Retainage Account, or if the conditions of this agreement are not promptly fulfilled, or if the Bank is required to render any service not provided for in these instructions, the Bank shall be entitled to reasonable compensation from the Contractor for all costs and expenses, including attorney fees, occasioned by such default, delay, controversy or litigation.
4. If conflicting demands are made upon the Bank by the Contractor, the City, or any third party with respect to this agreement or the deposit of any funds in the Retainage Account, the Bank may, in its sole discretion and without liability, (a) hold any funds in the Retainage Account pending (i) its determination of the rights of the parties, (ii) receipt of a final order from a court having jurisdiction directing or authorizing the Bank to make payment, (iii) the party making notice of the conflict withdrawing the notice, (iv) receipt of other assurances or indemnities satisfactory to the Bank; (b)

suspend or terminate its services under this agreement; and/or (c) seek judicial relief, including the filing of interpleader or other actions, to determine the proper accounting or disposition of any funds in the Retainage Account.

5. The Contractor agrees to indemnify and hold harmless the Bank from and against all claims, losses, liabilities, damages or costs (including reasonable attorney fees) which the Bank may incur and which result directly or indirectly from the Bank's compliance with the instructions contained herein.

6. The Bank is instructed, on reasonable request, to provide to the City any information about the Retainage Account, which the Bank would make available to the Contractor, including regular statements.

7. Promptly upon written notification by the City to do so, pursuant to Chapter 60.28 RCW, the Bank shall release to the Contractor the specified funds in the Retainage Account (including accrued interest).

8. This agreement and these instructions shall become effective after execution by the Contractor, the City and the Bank, and when a fully executed original has been delivered to the Bank. This agreement and these instructions shall remain in full force and effect until the Bank receives written notice of revocation from the City. The Bank may comply with the written instructions from the Contractor or the City in regard to the investment type (e.g. time deposit, length of term, or other interest bearing deposit), but any time deposits shall mature on or before the date set for completion of the Contract, including extensions thereof.

9. This instrument contains the entire agreement by and among the Bank, the Contractor and the City with respect to the Retainage Account, and the Bank is not a party to nor bound by any other instrument or agreement. The Bank shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, or required to take any action whatever except as expressly provided herein. The Bank shall not be liable for any loss or damage not caused by the Bank's own negligence or willful misconduct.

10. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of the Retainage Account and do hereby execute this Agreement on this ____ day of _____, 20____.

(Contractor)

CITY OF LAKE FOREST PARK

By _____

By _____

Its _____

Its _____

(Address)

(Address)

(Tax I.D. Number)

Telephone _____
Facsimile _____

Telephone _____

Facsimile _____

The above agreement and instructions are received and approved by the Bank this _____ day of _____, 20____.

(Name of Bank)

By _____

Its _____

Telephone _____

Facsimile _____

ESCROW NO. _____

PUBLIC BODY: City of Lake Forest Park

CONTRACT NO. _____

COMPLETION DATE _____

INVESTMENT ESCROW AGREEMENT

TO: _____
(Bank Name)

(Address)

(City) (State) (Zip code)

(Phone) (Fax)

This Investment Escrow Agreement is for the investment of the retained percentages of the above contract in accordance with RCW 60.28.011.

The Undersigned, _____, hereinafter referred to as the Contractor, has directed the City of Lake Forest Park, hereinafter referred to as the Public Body, to deliver to the Bank its warrants, checks or drafts which shall be payable to the Bank, and are to be held and disposed of by the Bank in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Upon delivery to the Bank, warrants, checks or drafts made payable to the Bank shall be endorsed by the Bank and forwarded for collection. The moneys from all such warrants, checks or drafts received hereunder shall be used by the Bank to purchase bonds or other securities selected by the Contractor and approved by the Public Body. For the purpose of each such purchase, the Bank may follow the last written direction received by the Bank from the Contractor, provided said direction otherwise conforms with the restrictions on investments recited herein. Attached is a list of such bonds, or other securities approved by the Public Body. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of the Public Body.
2. The investments selected by the Contractor, approved by the Public Body and purchased by the Bank must mature on or prior to the date set for the completion of the contract, including extensions thereof. After the completion date of the contract, the Bank shall not be required to invest the money held by the Bank and derived from the sale or redemption of matured investments until authorized to do so by the Contractor and the Public Body, which authorization shall include the completion date of the extension.
3. When and as interest on the securities held by the Bank pursuant to this agreement accrues and is paid, the Bank shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.
4. The Bank are not authorized to deliver to the Contractor all or any part of the securities held by the Bank pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the Public body's warrants) except in accordance with written instructions from the Public Body. Compliance with such instructions shall relieve the Bank of any further liability related thereto.
5. **The Bank is directed to mail on not less than a monthly basis a copy of all statements regarding the receipt and disposition of all funds received by the Bank pursuant to this agreement to the Public Body at the address set forth below.**

6. The Contractor agrees to pay the Bank for the Banker services hereunder compensation in accordance with the Banker published schedule of Escrow Fees-Public Works Contracts. Payments of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with the Bank pursuant to this agreement until and unless the Public Body directs the release to the Contractor of the securities and moneys held hereunder whereupon the Bank shall be granted a first lien upon such property released and shall be entitled to reimburse the Banker self from such property for the entire amount of the Banker fees as provided for herein above. In the event that the Bank are made a party to any litigation with respect to the property held by the Bank hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that the Bank are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, the Bank shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
7. This agreement shall not be binding until executed by the Contractor and the Public Body and accepted by the Bank.
8. This instrument contains the entire agreement between the Bank, the Contractor and the Public Body with respect to this escrow and the Bank are not a party to nor bound by any instrument or agreement other than this; the Bank shall not be required to take notice of any default or any other matter, nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; the Bank shall not be liable for any loss or damage not caused by the Banks own negligence or willful misconduct.
9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of the Retainage Account and do hereby execute this agreement on this ____ day of _____, 20____.

(Contractor)

City of Lake Forest Park

By: _____

By: _____

Its: _____

Its: _____

(Address)

(Address)

Telephone _____

(Tax Identification No.)

Facsimile _____

Telephone: _____

Facsimile: _____

The above agreement and instructions are received and approved by the Bank this _____ day of _____ 20____.

(Name of Bank)

By: _____

Its: _____

Telephone: _____

Facsimile: _____

Insurance Questionnaire

NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND ATTACHED TO THE CERTIFICATE OF INSURANCE

For _____

(Name of Insured)

Project Name _____

Project Owner _____

ARE THE FOLLOWING COVERAGES AND/OR CONDITIONS IN EFFECT?		
	YES	NO
The Policy form is ISO Commercial General Liability from CG 00 01 or CG 00 02 (circle one). If NO , attach a copy of the policy with required coverage clearly identified.	<input type="checkbox"/>	<input type="checkbox"/>
Products and Completed Operation coverage.	<input type="checkbox"/>	<input type="checkbox"/>
Cross Liability Clause (or equivalent wording).	<input type="checkbox"/>	<input type="checkbox"/>
Personal Injury Liability (with employee exclusion deleted).	<input type="checkbox"/>	<input type="checkbox"/>
Broad Form Property Damage with X, C, U Hazards included	<input type="checkbox"/>	<input type="checkbox"/>
Blanket Contractual Liability coverage applying to this Contract	<input type="checkbox"/>	<input type="checkbox"/>
Employers Liability – Stop Gap	<input type="checkbox"/>	<input type="checkbox"/>

Deductibles or SIR's GL _____ AL _____ Excess _____

Insurer's Best Rating GL _____ AL _____ Excess _____

This Questionnaire is issued as a matter of information. This Questionnaire is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

Agency/Broker

Completed by (print or type)

Address

Completed by (signature)

Name of Person to Contact

Telephone Number

INTRODUCTION TO THE SPECIAL PROVISIONS

(July 31, 2007 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2012 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

1-01.3 Definitions

(March 13, 2012 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date

The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date

The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date

The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date

The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date

The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date

The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date

The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms "State", "Department of Transportation", "Washington State Transportation Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

All references to "State Materials Laboratory" shall be revised to read "Contracting Agency designated location".

All references to "final contract voucher certification" shall be interpreted to mean the final payment form established by the Contracting Agency.

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

Additive

A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate

One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day

A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Documents

See definition for "Contract".

Contract Time

The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award

The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency's acceptance of the Bid Proposal.

Notice to Proceed

The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic

Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic. 1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on

the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal
(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the last paragraph, and replace it with the following:

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit
(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project (if applicable);

2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

1-02.13 Irregular Proposals
(March 13, 2012 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;

- k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
- l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.15 Pre Award Information

(October 1, 2005 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 2. Samples of these materials for quality and fitness tests,
- 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
- 4. A breakdown of costs assigned to any bid item,
- 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
- 7. A copy of State of Washington Contractor's Registration, or
- 8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03.4 Contract Bond

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

- 1. Be on a Contracting Agency-furnished form;
- 2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- 3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
- 4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or

- lower tier subcontractors of the Contractor) to faithfully perform the contract, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
 6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)

Supplement this Section with the following:

The quantities for Bid Items #3, 4, 5, and 6 have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing *(October 1, 2005 APWA GSP)*

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.15 Method of Serving Notices

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements, and shall bear the costs for power and water necessary for the performance of the work, unless the contract includes power and water as a pay item.

1-05.17 Oral Agreements
(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
- B. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Final Completion or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The insurance policies shall contain a "cross liability" provision.
- E. The Contractor's and all Subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.
- F. The Contractor shall provide the Contracting Agency and all Additional Insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.
- G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).
- H. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency.

- I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.
- J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the

Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury, each offence

Stop Gap / Employers' Liability

- \$1,000,000 Each Accident
- \$1,000,000 Disease - Policy Limit
- \$1,000,000 Disease - Each Employee

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

- \$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(June 27, 2011 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in

writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.
- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

1-08.4 Prosecution of Work

Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work *(June 27, 2011 APWA GSP)*

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

(June 28, 2007 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (Federal-aid Projects)
 - b. Material Acceptance Certification Documents

- c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
- d. Final Contract Voucher Certification
- e. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages
(March 13, 2012 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract. The Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

City of Lake Forest Park

Exterior Painting of City Hall Building

SCOPE OF WORK

All existing exterior painted surfaces on the first and second floors of the building are to be repainted with **two finish coats of paint**. Any new and or repaired surfaces to be painted shall receive one coat of primer and shall be painted with **two coats of finish paint**.

Being a public building, the painting operations to be conducted shall not adversely impact the ability of City staff to continue conducting business and as such all painting operations to be performed will be coordinated by the Contractor to allow for normal business hours of the City. Therefore all work to

be completed will be performed during 7:00am to 7:00pm Monday through Friday. Once painting operations are commenced in any area of the building the Contractor shall ensure that all required painting can be completed (including allowing adequate drying time) prior to the commencement of business by the City on the next regular business day.

Skilled and experienced Tradespersons under the supervision of an experienced capable Foreperson will perform all painting undertaken in this Contract. All workmanship will be subject to the approval of the City of Lake Forest Park. The Contractor will inspect all surfaces to be painted, paying particular attention to surfaces which are not suitable to receive the paint finish. The Contractor will include in the price, for the repair of these surfaces, a suitable base to receive the final finish. This will also apply to all caulked joints including refilling of expansion and control joints when necessary, plaster cracks, nail holes, and joints opening at intersections of exterior siding and joints of all descriptions, all exterior walls, all trim, all window trim, exterior entry doors, gutters, downspouts, fascia and roof eaves.

MATERIALS:

Exterior Finishes

Wood (New)

Primer: B51W00450 - Multi-Purpose Zero VOC Interior/Exterior

Latex Primer White

*Prime any new or bare wood

Wood (Body)

Topcoat: A80W01151 - SuperPaint® Exterior Latex Flat Extra White

Two topcoats of finish (SW2231)

Wood (Trim/Accent)

Topcoat: A80W01151 - SuperPaint® Exterior Latex Flat Extra White

Two topcoats of finish (SW2005)

Metal (New)

Primer: B66W00310 - Pro Industrial Pro-Cryl® Universal Primer

Off White

*Prime any new or bare metal

Metal (4 Man Doors)

Topcoat: B66W00651 - Pro Industrial 0 VOC Acrylic Semi-Gloss Extra White

Two topcoats of finish (SW2231)*Scuff sand all metal before topcoat

Metal (1 roll up door)

Primer: B66W00651 - Pro Industrial 0 VOC Acrylic Semi-Gloss

Extra White

Two topcoats of finish (SW2005)*Scuff sand all metal before topcoat

Caulk

Finish: WLE001400 - Caulk - Stampede 1 Polyurethane Sealant Cartridge Smooth White

Caulk all new and/or existing damaged/split siding joints

END OF SECTION

Paints shall be factory mixed and shall be delivered in containers marked by manufacturers.

SURFACE PREPARATION

1) Exterior Composition Board (Hardboard)

Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.

2) Previously Coated Surfaces

Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer.

Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required.

3) Water Blasting NACE Standard RP-01-72

Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

4) Wood (Exterior)

Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth.

END OF SPECIFICATIONS

SCOPE OF WORK:

SITE PREPARATION:

Before painting, provide complete protection to all surfaces, fixtures, hardware and accessories. Make good to the City of Lake Forest Park satisfaction all damage resulting from the lack of protection. Any damages by the Contractor or his/her designee will be replaced or repaired at no cost to the City.

The Contractor shall co-ordinate with the City at least one week prior to commencing work or painting in any areas of the building in order that any tree trimming or additional coordination is necessary.

The Contractor shall be held wholly responsible for the finished appearance and satisfactory completion of the work and therefore he/she will not commence any painting until surfaces to be painted are in a proper condition in every respect.

All surfaces will be clean, free of dirt, grease and any foreign matter that would adversely affect the finished appearance or protective properties of the paint applied. If for any reason the surface cannot be properly prepared, the condition will be promptly reported to the City of Lake Forest Park.

The Contractor shall remove all electrical cover plates, surface hardware, grilles, and/or mask off all windows, lighting fixtures, return air vents etc. on painted surfaces and replace immediately after paint is dry. These items are to be numbered and properly stored. All items damaged throughout this painting program are to be replaced by the Contractor.

Before painting, all surfaces are to be examined for cracks and damages. All such deficiencies including all holes in walls created by nails, screws, etc., must be patched prior to painting.

All painting will be done in a dry and dust free atmosphere. All materials are to be stored in an area with a temperature no lower than 15C (59F). Painting will be done on surface temperature not less than 15C (59F). The Contractor will provide ventilation when adequately controlled ventilation is not available and work lights as necessary.

Skilled Tradesmen will do work in a workmanlike, professional and efficient manner; in strict accordance with the manufacturer's latest printed directions. The Contractor will take all reasonable precautions to ensure the safety of the Public and all users of the property at all times during the work. The Contractor will take all reasonable measures to protect his/her equipment, tools and materials. The City of Lake Forest Park will not be responsible for any loss or damage incurred by the Contractor. The Contractor will co-operate fully with the City of Lake Forest Park in maintaining the security of the premises at all times.

SCOPE OF WORK:

PREPARATION OF EXISTING SURFACES:

All surfaces to be painted are to be power washed, scraped and sanded as necessary. These areas must be allowed to thoroughly dry before applying the finish.

All existing painted surfaces will be sanded and prepared by scraping off all loose and scaling paint or surface blemishes (i.e. tape, staples, glue, etc.), repairing such areas as necessary and sanding the repaired area(s) as required to effect a finish acceptable to the City. All sanded areas will be cleaned to remove sanding dust. Area to receive the specified treatment shall be in a sound, dry condition. Rusted areas will be sanded down to bare metal, making sure the surface is free from all dirt, grease and oil, primed first with a metal primer then repainted as specified.

APPLICATION:

All painting may be done by roller, brush or spray equipment for a complete finish. Painting of all existing painted surfaces will be a two coat application of two finish coats of the specified product.

Mask and cover all surrounding surfaces to provide neat, clean junction lines and keep paint from adjacent surfaces.

All materials will be applied and brushed neatly so as to dry uniformly to the colors and shade specified, free from runs, sags, streaks and brush marks. All coats will be a minimum of thickness as specified by the manufacturer.

The finished appearance of painted surfaces will be uniform and even. Contrast between the edge cutting and remaining wall is not acceptable. Paint will be applied to metal and wood surfaces by brush. Paint finish on exterior metal and wood surfaces will be smooth and free of brush marks in the finished work. Apply all coats properly, cross brushing and tipping off to ensure an absolutely smooth finish. Paint exposed conduits, pipes, hangers, other mechanical fire hose cabinets and electrical equipment, occurring in finished areas. The drying period required between coats of paint shall be as specified by the manufacturer.

CLEAN UP

Upon completion, all spilled or splashed paint will be removed from surfaces not intended to be painted and all of the Contractors' materials, props, equipment and rubbish will be removed from the site. (Do not use the City garbage containers for removal).

During the progress of the work, the premises will be kept free from unnecessary accumulation of tools, equipment, surplus material, empty containers and debris.

Oily rags and other similar combustible material will be kept in an enclosed metal container and be removed from the site at the completion of each day's work. Every precaution must be taken by the Contractor to avoid spontaneous combustion.

The site will be left free from all scrapings, loose paint, tools, surplus material, and be left cloth clean to the satisfaction of the City of Lake Forest Park. All spilled paint drippings will be completely removed from all surfaces to the satisfaction of the City of Lake forest Park.

108.43 **MULTI-PURPOSE ZERO VOC** Interior/Exterior Latex Primer Sealer B51 Series
 108.43 **MULTI-PURPOSE ZERO VOC** Interior/Exterior Latex Primer Sealer B51 Series **SURFACE PREPARATION** **Mildew** - Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. **DO NOT ADD DETERGENTS OR AMMONIA TO THE BLEACH/WATER SOLUTION.** **APPLICATION** When used outside, **must** be topcoated within 14 days with architectural latex or oil finishes. 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. Air and surface temperatures must not drop below 35°F for 48 hours after application **Do not reduce for stain blocking.** No reduction necessary. **Brush** - Use a nylon/polyester brush. **Roller** - Use a 3/8" nap soft woven roller cover. **Spray—Airless** Pressure 2000 psi Tip015"-.021" **CLEANUP INFORMATION** Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using mineral spirits. **CAUTIONS** Protect from freezing. Non-photochemically reactive. **CAUTIONS** Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.** HOTW 10/12/2011
 B51W00450 02 00 **SURFACE PREPARATION General Priming** - Multi-Purpose Zero VOC Latex Primer/Sealer can be top coated in 1 hour in non-stain blocking applications. **Spot priming** - a non-uniform appearance may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming. **Plaster** - Must be cured, usually 30 days, and hard. If painting cannot wait, allow the surface to dry 7 days and prime with Loxon Concrete and Masonry Primer. Soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with water and allow to dry before painting. **Wood** - Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. **Tile** - Tile, laminate, ceramic and plastic tiles, and similar glossy surfaces, must be free of all oil, grease, and soap residue. Do not use this product in areas subject to excessive water, e.g.: in showers, around sinks, on counter tops. **Testing** - On hard, slick, glossy, or otherwise hard to paint surfaces, after preparing the surface, apply a test area of this primer, allow to dry properly and test for adhesion. **Caulking** - Fill gaps between walls, ceilings, crown moldings, and other trim with the appropriate caulk after priming the surface. The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet. **CHARACTERISTICS** **SuperPaint Exterior Latex Flat** is our finest quality exterior flat finish. This product is recommended for use on aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal down to a surface and air temperature of 35°F. **VinylSafe™ Color Technology** allows the use of many darker colors on vinyl siding that cannot be made in most other coatings. **Color:** Most colors **Coverage:** 350 - 400 sq ft/gal @ 4.0 mils wet; 1.6 mils dry **Drying Time, @ 50% RH:** temperature and humidity dependent @ 35-45°F @ 45°F + Touch: 2 hour 2 hours Recoat: 24-48 hours 4 hours **Flash Point:** N/A **Finish:** 0-5 units @ 85° **Tinting with Blend-A-Color:** Base oz/gal **Strength** Extra White 0-6 100% Light Yellow 4-12 100% Deep

Base 4-12 100% Ultradeep Base 4-12 100% **Vehicle Type:** Acrylic **A80W01151 VOC (less exempt solvents):** 49 g/L; 0.41 lb/gal **Volume Solids:** 36 ± 2% **Weight Solids:** 54 ± 2% **Weight per Gallon:** 11.4 lb **Mildew Resistant** This coating contains agents which inhibit the growth of mildew on the surface of this coating film. 102.01 **SUPERPAINT® EXTERIOR LATEX FLAT A80-100 SERIES SURFACE PREPARATION WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Remove all surface contamination by washing with an appropriate cleaner. Rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer. **Aluminum and Galvanized Steel** Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, steel wool, or other abrading method. **Cement Composition Siding/Panels** Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 8, prime with Loxon Concrete & Masonry Primer. **SPECIFICATIONS** Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions. **Aluminum & Aluminum Siding** 1 2 cts. SuperPaint Exterior Latex Flat **Concrete Block, CMU, Split face Block** 1 ct. Loxon Block Surfacer 2 cts. SuperPaint Exterior Latex Flat **Brick** 1 ct. Loxon Conditioner 2 cts. SuperPaint Exterior Latex Flat **Cement Composition Siding/Panels** 1 ct. Loxon Concrete & Masonry Primer² or Loxon Conditioner² 2 cts. SuperPaint Exterior Latex Flat **Galvanized Steel** 1 2 cts. SuperPaint Exterior Latex Flat **Stucco, Cement, Concrete** 1 ct. Loxon Concrete & Masonry Primer² 2 cts. SuperPaint Exterior Latex Flat **Plywood** 1 ct. Exterior Latex Wood Primer 2 cts. SuperPaint Exterior Latex Flat **Vinyl Siding** 2 cts. SuperPaint Exterior Latex Flat **Wood** 1 ct. Exterior Oil-Based Wood Primer² 2 cts. SuperPaint Exterior Latex Flat 1 On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher. 2 Not for use at temperatures under 50°F. See specific primer label for that product's application conditions. 12/2009 www.sherwin-williams.com continued on back As of 09/22/08, Complies with: OTC Yes LEED® Civ2.0 N/A SCAQMD Yes LEED® NCv2.2 N/A CARB Yes LEED® CSv2.0 N/A MPI Spec # No LEED® H N/A NAHB N/A The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Sheet. **SURFACE PREPARATION Masonry, Concrete, Cement, Block** All new surfaces must be cured according to the supplier's recommendations— usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Acrylic Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. **Steel** Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned. **Stucco** Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 5-7 days and prime with Loxon Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant. **Vinyl** Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly. **Wood, Plywood, Composition Board** Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. **Caulking** Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface. 102.01 **SUPERPAINT® EXTERIOR LATEX FLAT A80-100 SERIES SURFACE PREPARATION Mildew** Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves,

and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution. **APPLICATION** 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. 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. No reduction necessary. **Brush** Use a nylon/polyester brush. **Roller** Use a 3/8" - 3/4" nap synthetic cover. **Spray—Airless** Pressure 2000 psi Tip015"-.019" **CLEANUP INFORMATION** Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with mineral spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using mineral spirits. **CAUTIONS** For exterior use only. Protect from freezing. Non-photochemically reactive. LABEL CAUTIONS CAUTION contains CRYSTALLINE SILICA, ZINC. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush

thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.** HOTW 09/22/2008 A80W01151 07 00 **Steel, waterborne topcoat:** 1 ct. Pro Industrial Pro-Cryl Universal Primer 1-2 cts. Pro Industrial Zero VOC Acrylic or Pro Industrial Zero VOC WB Catalyzed Epoxy or Pro Industrial Multi-Surface Acrylic or Pro Industrial Hi-Bild Waterbased Epoxy or Pro Industrial PreCatalyzed Epoxy **Steel, solvent borne topcoat:** 1 ct. Pro Industrial Pro-Cryl Universal Primer 1-2 cts. Pro Industrial High Performance Epoxy or Pro Industrial Urethane Alkyd **Steel / Aluminum / Galvanized:** 1 ct. Pro Industrial Pro-Cryl Universal Primer **Acceptable topcoats for:** Light Service: 1-2 cts. Pro Industrial PreCatalyzed Epoxy or Pro Industrial Urethane Alkyd Moderate Service: 1-2 cts. Pro Industrial Zero VOC Acrylic or Pro Industrial Zero VOC WB Catalyzed Epoxy Severe Service 1-2 cts. Pro Industrial High Performance Epoxy or Pro Industrial Zero VOC WB Catalyzed Epoxy **System Tested:** (unless otherwise indicated) Substrate: Steel Surface Preparation: SSPC-SP10 1 ct. Pro Industrial Pro-Cryl Universal Primer 1 ct. Pro Industrial Zero VOC Acrylic **CHARACTERISTICS Pro Industrial Pro-Cryl Universal Primer** is an advanced technology, self cross-linking acrylic primer. It is rust inhibitive and designed for both construction and maintenance applications. It can be used as a primer under waterbased or solvent-based high performance topcoats. • Rust inhibitive • VOC compliant • Single component Early moisture resistant • Fast dry • Low temperature application • Interior and exterior use • Suitable for use in USDA inspected facilities **Color:** Off White, Gray, Red Oxide **Recommended Spread Rate per coat:** Wet mils: 5.0 - 10.0 Dry mils: 2.0 - 4.0 Coverage: 156 - 312 sq ft/gal approximate NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance. **Drying Time @ 6.0 mils wet 50% RH: 40°F 77°F 120°F** To touch: 2 hrs 40 min 20 min Tack free: 8 hrs 2 hrs 1 hr To recoat: 16 hrs 4 hrs 2 hrs To cure: 45 days 30 days 14 days Drying time is temperature, humidity, and film thickness dependent. **Finish:** Low sheen **Flash Point:** >200°F, Seta Flash **Shelf Life:** 36 months, unopened Store indoors at 40°F to 100°F. **Tinting:** Do not tint **B66W310** (may vary by color) **VOC (EPA Method 24):** Unreduced: <100g/L; <0.83 lb/gal **Volume Solids:** 39% ± 2% **Weight Solids:** 53% ± 2% **Weight per Gallon:** 10.8 lb 7/2011 www.sherwin-williams.com continued on back

Adhesion: Method: ASTM D4541 Result: 500 psi **Corrosion Weathering:** Method: ASTM D5894, 10 cycles, 3360 hours Result: Passes **Direct Impact Resistance:** Method: ASTM D2794 Result: >140 in. lbs. **Dry Heat Resistance:** Method: ASTM D2485 Result: 200°F **Flexibility:** Method: ASTM D522, 180° bend, 1/4" mandrel Result: Passes **Moisture Condensation Resistance:** Method: ASTM D4585, 100°F, 1250 hours Result: Passes **Pencil Hardness:** Method: ASTM D3363 Result: H **Salt Fog Resistance:** Method: ASTM B117, 1250 hours Result: Passes Provides performance comparable to products formulated to federal specification: AA50557 and Paint Specification: SSPC-Paint 23. **RECOMMENDED SYSTEMS** As of 12/31/2010, Complies with OTC Yes LEED® 09 CI Yes SCAQMD Yes LEED® 09 NC Yes CARB Yes LEED® 09 CS Yes MPI# 107, 134 LEED® 09 S Yes NAHB Yes The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company.

Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-

Williams representative to obtain the most recent Product Data Information and Application Bulletin.

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures.

Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as

determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED,

STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APPLICATION

Temperature: 40°F minimum 120°F maximum (air, surface, and material) At least 5°F above dew point **Relative humidity:** 85% maximum The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions .

Reducer: Water

Airless Spray

- Pressure 2000 psi
- Hose 1/4" ID
- Tip015" - .019"
- Filter 60 mesh
- Reduction Not recommended

Conventional Spray

- Gun Binks 95
- Fluid Nozzle 66
- Air Nozzle 63PB
- Atomization Pressure 60 psi
- Fluid Pressure 25 psi
- ReductionAs needed up to 5% by volume

Brush Nylon/Polyester

Reduction Not recommended

Roller 3/8" woven

ReductionAs needed up to 5% by volume If specific application equipment is listed above, equivalent equipment may be substituted.

CLEANUP INFORMATION

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with Mineral Spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using Mineral Spirits.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. **Do not use hydrocarbon solvents for cleaning. Iron and Steel** - Minimum surface preparation is Hand Tool Cleaning per SSPCSP2. Remove all oil and grease from the surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. **Aluminum** - Remove all oil, grease, dirt, oxide and other foreign material per SSPCSP1. **Galvanizing** - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned. **Previously Painted Surfaces** - If in sound condition, clean the surface of all foreign material. 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.

PRO INDUSTRIAL™ PRO-CRYL® UNIVERSAL PRIMER

Steel*: 2 cts. Pro Industrial Zero VOC Acrylic **Steel**: 1 ct. Pro Industrial Pro-Cryl Universal Primer or DTM Acrylic Primer/Finish or Kem Bond HS or Zinc Clad Primer 1-2 cts. Pro Industrial Zero VOC Acrylic **Aluminum**: 2 cts. Pro Industrial Zero VOC Acrylic **Aluminum**: 1 ct. Pro Industrial Pro-Cryl Universal rimer 1-2 cts. Pro Industrial Zero VOC Acrylic **Concrete Block**: 1 ct. Loxon Block Surfacer 1-2 cts. Pro Industrial Zero VOC Acrylic **Concrete/Masonry**: 1 ct. Loxon Masonry Primer 1-2 cts. Pro Industrial Zero VOC Acrylic **Drywall** 1 ct. ProMar 200 Zero Int. Primer 1-2 cts. Pro Industrial Zero VOC Acrylic **Galvanizing**: 2 cts. Pro Industrial Zero VOC Acrylic **Prefinished Siding: (Baked-on finishes)** 1 ct. DTM Bonding Primer 1-2 cts. Pro Industrial Zero VOC Acrylic **Wood, exterior**: 1 ct. Exterior Wood Primer1-2 cts. Pro Industrial Zero VOC Acrylic **Wood, interior**: 1 ct. Premium Wall & Wood Primer 1-2 cts. Pro Industrial Zero VOC Acrylic **System Tested**: (unless otherwise indicated) Substrate: Steel Surface Preparation: SSPC-SP10 Finish: 2 cts. Pro Industrial 0 VOC Acrylic **CHARACTERISTICS Pro Industrial Zero VOC Acrylic** is an ambient cured, single component acrylic coating. It is designed for interior and exterior industrial and commercial applications • Chemical resistant • Superior color and gloss retention • Outstanding early moisture resistance • Flash rust/early rust resistant • Suitable for use in USDA inspected facilities • Low odor • Fast dry • HAPS free **Color**: most colors **Recommended Spread Rate per coat**: Wet mils: 6.0 - 12.0 Dry mils: 2.5 - 4.0 Coverage: 140 - 225 sq ft/gal approximate Note: Brush or roll application may require multiple coats to achieve maximum film thickness and

uniformity of appearance. **Drying Time @ 7.0 mils wet 50% RH: @ 50°F @ 77°F @ 120°F** To touch: 1 hr 30 min 5 min Tack free: 8 hrs 5 hrs 15 min To recoat: 8 hrs 5 hrs 15 min To cure: 30 days 30 days 30 days Drying time is temperature, humidity, and film thickness dependent. **Finish:** Gloss, Semi-Gloss, Eg-Shell **IFlash Point:** 499°F, Seta Flash **Shelf Life:** 36 months, unopened Store indoors at 40°F to 100°F. **Tinting with ColorCast Ecotoners: Base oz/gal Strength** Extra White 0-4 100% Deep Base 8-12 100% Ultradeep Base 8-12 100% **B66W00611** (may vary by color) **VOC (EPA Method 24):** Unreduced: 0 g/L; trace **Volume Solids:** 35 ± 2% **Weight Solids:** 44 ± 2% **Weight per Gallon:** 9.51 lb/gal ±2% As of 07/10/2012, Complies with: OTC Yes LEED® 09 CI Yes SCAQMD Yes LEED® 09 NC Yes CARB Yes LEED® 09 CS Yes NGBS Yes LEED® S Yes MPI #114,147,153,154,163 8/2012 www.sherwin-williams.com continued on back

Adhesion: Method: ASTM D4541 Result: 1386 psi **Corrosion Weathering 8** Method: ASTM D5894, 1500 hours, 5 cycles Result: Rating 10, per ASTM D714 for blistering Rating 9 per ASTM D1654 for corrosion **Direct Impact Resistance:** Method: ASTM D2794 Result: >160 in. lb **Dry Heat Resistance:** Method: ASTM D2485 Result: 250°F **Flexibility:** Method: ASTM D522, 180° bend, 1/8" mandrel Result: Passes **Humidity Resistance*:** Method: ASTM D4585, 1500 hours Result: Rating 10 per ASTM D714 for blistering Rating 10 per ASTM D1654 for corrosion **Pencil Hardness:** Method: ASTM D3363 Result: 2B **Salt Fog Resistance*:** Method: ASTM B117, 1500 hours Result: Rating 10 per ASTM D714 for blistering Rating 9 per ASTM D1654 for corrosion **Thermal Cycling:** Method: ASTM D2246, 5 cycles Result: Passes ***over Pro Industrial Pro-Cryl Primer RECOMMENDED SYSTEMS** *Application of coating on unprimed steel may cause pinpoint rusting. Safety Colors, Deep Base, and Ultradeep colors require a prime coat for maximum durability, adhesion, and corrosion protection. The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company.

Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-

Williams representative to obtain the most recent Product Data Information and Application Bulletin.

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determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED,

STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APPLICATION

Temperature: 50°F minimum

120°F maximum

(Air, surface, and material)

At least 5°F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer Water

Airless Spray

Pressure 1500 psi
Hose 1/4" ID
Tip017" - .021"
Filter 60 mesh
Reduction Not recommended

Conventional Spray

Gun Binks 95
Fluid Nozzle 66
Air Nozzle 63PB
Atomization Pressure 50 psi
Fluid Pressure 15-20 psi
Reduction ... As needed up to 12½%by volume

Brush Nylon / polyester
Reduction Not recommended

Roller 3/8" woven
Reduction Not recommended

If specific application equipment is listed above, equivalent equipment may be substituted.

CLEANUP INFORMATION

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with Mineral Spirits to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using Mineral Spirits. NOTE: If coating is allowed to "set-up", Reducer #54 may be required for cleaning. Follow manufacturer's safety recommendations when using Reducer #54.

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. **Do not use hydrocarbon solvents for cleaning. Iron & Steel** - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance. **Aluminum** - Remove all oil, grease, dirt, oxide and other foreign material per SSPCSP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete and Masonry - For surface preparation, refer to SSPC-SP13/NACE 6 or ICRI 03732, CSP 1-3. Surfaces should be thoroughly cleaned and dry. Surface temperatures must be at least 55°F before filling. If required for a smoother finish, use the recommended filler/surfacer. The filler/surfacer must be thoroughly dry before topcoating per manufacturer's recommendations. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations. **Wood** - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. **Previously Painted Surfaces** - If in sound condition, clean the surface of all foreign material. 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.

PRO INDUSTRIAL™

ZERO VOC ACRYLIC

112.31

STAMPEDE™-1 AND TX

POLYURETHANE SEALANT

SMOOTH AND TEXTURED

TABLE 1: TYPICAL UNCURED PROPERTIES*

Property Value Test Method/Note

Tool/Work Time 60 minutes S-W Test Method Tack free Time 4 hours TT-S-00230C/ASTM C679
 Curing Time @77°F 2 -4 days Varies with relative humidity Flow, Sag or Slump 0.1 inch TT-S-00230C/ASTM C639 Staining None TT-S-00230C/ASTM C510 **TABLE 2: TYPICAL**

PROPERTIES* (After 14 days cure at 77°F & 50% RH) Property Value Test Method/Note

Hardness (Shore A) 38 ASTM 02240 Modulus at 100% Elongation 65 psi ASTM 0412 Tensile Strength 133 psi ASTM 0412 Elongation 685% ASTM 0412 Adhesion in Peel >25 piw TT-S-00230C/ASTM C794 Stain & Color Change None TT-S-00230C/ASTM C510 Ozone Resistance Good Joint Movement Capability + or - 25% TT-S-00230C/ASTM C719 UV Resistance Good ASTM C793 *Values given above are not intended to be used in specification preparation. **The physical prop range of -40°F to 210°F.**

PRODUCT DESCRIPTION

STAMPEDE™-1 Polyurethane Sealant is a single component, moisture cure, non-sag, gun-grade elastomeric sealants come in both smooth and textured formulations. They are designed for a wide range of sealing and caulking applications in joints subject to structural movement. After curing, these sealants exhibit a flexible, resilient, rubberlike appearance that adheres to a wide variety of substrates. They provide up to 50% total joint movement and are especially effective in joints between dissimilar substrates.

BASIC USES

For use on: window frames, concrete driveways, skylights, doors, expansion wall joints, foundations, fascia, siding, cementitious board, masonry, stucco, concrete, wood, vinyl, aluminum, steel, and ceramics.

- Superior adhesion to many substrates
- Resists deterioration due to extreme weather, stress, movement, water and many chemicals

- Paintable after full cure
- Easy application
- *CARB compliant formulation*

SPECIFICATION COMPLIANCE

Performance Specification for **GreenSure** Branding: Product has been tested to meet ASTM Specification C920 (C719 testing for cyclic movement ensures airtight, flexible seal)

Product has been formulated to meet the most stringent VOC regulations relating to the caulking industry. 7/2010 Stores Group continued on back Product packaging contains post-consumer-recycled content. Meets or exceeds the following specifications:

- ASTM C-920, Type S, Grade NS, Class 25, Use-NT, Use-A, Use-M, Use-G, Use-O
- Federal Specification TT-S-00230 C, Type II, Class A, Non-Sag, One Component
- CAN/CGSB-19.13-M87

PRODUCT AVAILABILITY:

163-7479 Smooth White 10.3 fl. oz.

163-7487 Smooth Limestone 10.3 fl. oz.

163-7495 Smooth Aluminum Gray 10.3 fl. oz.

163-7503 Smooth Stone 10.3 fl. oz.

163-7511 Smooth Tan 10.3 fl. oz.

163-7529 Smooth Special Bronze 10.3 fl. oz.

163-7537 Smooth Black 10.3 fl. oz.

163-7545 Smooth Off-White 10.3 fl. oz.

163-7552 Smooth Medium Bronze 10.3 fl. oz.

163-7560 Smooth Redwood Tan 10.3 fl. oz.

133-5272 Smooth Tan 20.0 fl. oz.

163-7610 Smooth White 20.0 fl. oz.

163-7628 Smooth Limestone 20.0 fl. oz.

164-4673 Smooth Special Bronze 20.0 fl. oz.

133-5264 Textured Stone 10.3 fl. oz.

163-7578 Textured White 10.3 fl. oz.

163-7586 Textured Aluminum Gray 10.3 fl. oz.

163-7594 Textured Tan 10.3 fl. oz.

163-7602 Textured Limestone 10.3 fl. oz.

133-5256 Textured Stone 20.0 fl. oz.

STAMPEDE™-1 AND TX POLYURETHANE SEALANT, SMOOTH AND TEXTURED

LIMITATIONS

Not recommended for:

a) Porous substrates subjected to continuous water immersion.

b) Joints contaminated with grease, wax, corrosion, bitumen or cement laitance.

c) Horizontal joints in floors or decks where abrasion or physical abuse is encountered.

d) Special architectural finishes without proper testing. Must not be applied to frost-bearing surfaces if temperature will be below freezing for more than 24 hours. Tooling techniques using solvents or soapy solutions are not recommended. All surfaces must be evaluated for adhesion prior to use. Not designed as a glazing sealant in which the adhesive bond to glass is exposed to sunlight. The user or specifier should establish that any application in glazing will not expose the glass bond to appreciable amounts of ultraviolet radiation. The surface of Stampede-1 sealant, when exposed to UV rays and sunlight, will yellow and not retain its gloss. This may occur within a few weeks after exposure. The change of color is limited to the surface layer of the seal and should not compromise the sealing properties of the Stampede-1 if the dimensions of the joint are proper and the sealant is otherwise properly applied. In areas where color retention is critical, please refer to Stampede 1H. Stampede will remain tacky for a few hours and attract dust and dirt from the jobsite which may affect the appearance of the sealant. Check tack-free time to prevent dirt pickup. Dampness and substrates with high moisture will trigger extensive curing of the sealant within a very short period of time. This may cause an excess of bubbling and foaming within the sealant and at the bottom of the bead. During the cure time of Stampede-1, do not expose to curing silicone sealants, curing Stampede-1H, alcohol, acids, or solvent-based materials. Until the sealant is fully cured, do not expose the sealant to any mechanical stress. Uncured sealant will not respond properly to cyclic expansion and contraction of the joint specified for the cured sealant only. Stampede-1 must not be used to seal narrow joints, fillet joints and face nail holes. Smearing and feathering Stampede over joints is not recommended. Lower relative humidity and temperature will significantly extend the curing time. Confined areas, deep joints and moisture barrier substrates may also affect the full cure time and extend it by many days.

TECHNICAL DATA:

STAMPEDE™ Polyurethane Sealant exhibits excellent weather ability when exposed to ultraviolet radiation, atmospheric hydrocarbons and extremes in temperature. Joints designed to accommodate 50% total joint movement will not affect the seal or adhesion bond. Joints properly designed and sealed will extend and compress a total of 50% of the installation width with no more than 25% movement in a single direction. Cured sealant can be painted with emulsion or synthetic enamel paints. Sealant will be virtually unaffected by contact with water during or after cure on non-porous substrates. On porous substrates, priming is recommended if the sealant will be subjected to prolonged periods of immersion. **PRECAUTIONS:** IF THIS PRODUCT IS USED IN DIRECT CONTACT WITH ANY OTHER SEALANT OR ELASTOMER A COMPATIBILITY TEST MUST BE CONDUCTED, BY PURCHASER OR USER, PRIOR TO ACCEPTANCE. STAMPEDE- 1 POLYURETHANE SEALANT IS NOT COMPATIBLE WITH OXIME CONTAINING SILICONE SEALANTS.

INSTALLATION: JOINT DESIGN

Joint design depends on a variety of factors, such as the maximum expansion and contraction of the substrate from thermal change. Recommended maximum joint width should not exceed 1-1/4" (1.250") (3.175cm) and the maximum joint depth should not exceed 1/2" (0.500") (12.69mm). Minimum joint width should not be less than 1/4" (0.250") (0.34mm). The sealant depth should be 1/4" (0.34mm) for joints 1/4" in width. For joints over 1/4" in width, depth should be 1/2 of the joint width but should not exceed 1/2" (0.500") (12.69mm) in depth. In order to obtain the recommended sealant mass, the joint should be filled with sealant backer rod first, leaving the depth to be filled with sealant. Desirable backer rod materials are polyethylene or polyethylene non-gassing foamed rod. Do not prime or puncture the closed cell structure of polyethylene rod as bubbles

could form and migrate to the surface of the curing sealant. The use of open cell backer rod material minimizes this condition.

SURFACE PREPARATION:

Concrete and masonry surfaces must be free of foreign matter and contaminants. Dust and loose particles should be blown out of joints. A clean, dry, sound and uncontaminated surface is mandatory. Stone surfaces must be cohesively sound, dry and free of contaminants. Granite, limestone, marble and sandstone must be pre-tested for adhesion prior to sealant installation. Mill finish aluminum may contain an invisible oil film or oxide. Clean with a good degreasing solvent like xylene, toluene or commercial isopropyl alcohol. The use of these solvents (or other solvents) may be hazardous to your health. Use only in well ventilated areas. **KEEP AWAY FROM OPEN FLAME.** Read all labeling before use and follow solvent manufacturer's recommendations and instructions for safe handling. Many high-performance coatings or unusual surface treatments may require abrasion of the surface with steel wool or fine emery paper during preparation.

PRIMING:

Priming or surface preparation recommendations: a) Priming of masonry or other porous substrate joints is recommended only if the joints will be subjected to prolonged or continuous immersion. Joints subjected to intermittent immersion or vertical joints subjected to rain should perform without the need of a primer. b) It is recommended that all surfaces be pre-tested with STAMPEDE™ Polyurethane Sealant to determine if cleaning will be necessary to remove surface contamination. In the case of some exotic coatings, priming or other surface treatment may be necessary.

STAMPEDE™-1 AND TX POLYURETHANE SEALANT, SMOOTH AND TEXTURED

c) STAMPEDE™ Polyurethane Sealant is compatible with most coatings and treatments, but due to the vast numbers of, and types of surface coatings available,

Sherwin-Williams recommends pre-testing STAMPEDE™ Polyurethane Sealant on the surface in question. Follow manufacturers recommended recoat times for application of STAMPEDE™ Polyurethane Sealant to primers or treatments. Check primer or treatment for surface contaminants prior to application of sealant.

METHOD OF APPLICATION:

Install backup material or joint filler, spacer shims and tapes as specified. Apply STAMPEDE-1 sealant in a continuous operation using a positive pressure adequate to properly fill and seal the joint.

TOOLING:

Tooling of freshly applied sealant should be done in one continuous stroke. Tool the sealant with adequate pressure to spread the sealant against the back-up material and onto the joint surfaces. If joint surfaces have been masked, remove masking tape immediately after tooling. Excess sealant should be drywiped from all surfaces while still uncured, following with a commercial solvent such as xylol, toluol, or methyl ethyl ketone. Cured sealant is very difficult to remove.

PAINTING:

Exercise caution if painting. When painting over STAMPEDE-

1 and TX Polyurethane Sealant with primers, topcoats or treatments, cracking or peeling of these coatings could occur because of joint movement. In general, oilbased paints are not recommended because of their relatively poor elastic properties and because of their potential interaction with the sealant chemistry, which may create non-curing conditions for the painted sealant. Do not paint over STAMPEDE sealant until it has fully cured. Cure is dependent on temperature and humidity and may take 7 or more days. Stampede-1 or -TX, when applied in a typical 1/4" x 1/4" bead and backed with a suitable bond-breaker at 77F and 50%RH, will be

acceptable for painting with breathable coatings within 48 hours and non-breathable coatings after 72 hours. Warmer, more humid conditions will allow Stampede-1 to cure more quickly and conversely, cooler and/or drier conditions will lengthen the cure time. A small test area is strongly recommended.

CLEANING:

Excess sealant and smears should be dry-wiped from all surfaces while still uncured, followed with a commercial solvent such as xylol, toluol or methyl ethyl ketone. The use of these solvents (or other solvents) may be hazardous to your health. **KEEP AWAY FROM OPEN FLAME.** Read all labeling before use, and follow solvent manufacturer's recommendations and instructions for safe handling. Tool and application equipment may also be cleaned with the same solvents. The dried sealant can be removed by cutting with a sharp-edged tool; thin films by abrading.

CAUTIONS

CONTAINS METHYLENE DIISOCYANATE. Contents are **COMBUSTIBLE.** Keep away from heat and open flame. Gives off harmful vapor of solvents and isocyanates. **DO NOT USE IF YOU HAVE CHRONIC (LONG-TERM) LUNG OR BREATHING PROBLEMS, OR IF YOU HAVE EVER HAD A REACTION TO ISOCYANATES. USE ONLY WITH ADEQUATE VENTILATION. AN APPROPRIATE PROPERLY FITTED APPROVED NIOSH RESPIRATOR MAY BE EFFECTIVE.** Follow directions for respirator use. Wear a respirator while applying the product and until all vapors are gone. If you have any breathing problems during use, **LEAVE THE AREA** and get fresh air. If problems remain or happen later, **IMMEDIATELY** call a doctor - If not available get emergency medical treatment. Have this label with you. **IRRITATES SKIN AND EYES.** Avoid contact with eyes and skin. Keep container closed when not in use. Reacts with water in closed container to produce pressure which may cause container to burst. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiratory difficulty, provide fresh air and call physician. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately.

DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.

Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal.

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN. SHELF LIFE:** STAMPEDE-1 Sealant will exhibit a 12 month shelf life from the date of manufacture when stored at room temperature.

LIMITED WARRANTY

When used as directed within one year of purchase date, Stampede Polyurethane Sealant is warranted. If this product fails to perform as specified, Sherwin-Williams will furnish an equivalent amount of new polyurethane sealant at no cost or will refund the purchase price upon evidence of purchase. The warranty does not include labor or the cost of labor for the application of this product. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

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Material Safety Data Sheets

page 1 of 4

HMIS Codes

Health 1*

Flammability 0

Reactivity 0

DATE OF PREPARATION

Apr 1, 2013

MATERIAL SAFETY DATA SHEET

B51W450

09 00

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NUMBER

B51W450

PRODUCT NAME

Multi-Purpose Zero VOC Interior/Exterior Latex Primer, White

MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

Product Information www.sherwin-williams.com

Regulatory Information (216) 566-2902

www.paintdocs.com

Medical Emergency (216) 566-2917

Transportation Emergency* (800) 424-9300

**for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)*

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight CAS Number Ingredient Units Vapor Pressure

6 14807-96-6 Talc

ACGIH TLV 2 mg/m³ as Resp. Dust

OSHA PEL 2 mg/m³ as Resp. Dust

15 13463-67-7 Titanium Dioxide

ACGIH TLV 10 mg/m³ as Dust OSHA PEL 10 mg/m³ Total Dust OSHA PEL 5 mg/m³ Respirable Fraction

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE INHALATION of vapor or spray mist. EYE or SKIN contact with the product, vapor or spray mist. **EFFECTS OF OVEREXPOSURE EYES:** Irritation. **SKIN:** Prolonged or repeated exposure may cause irritation. **INHALATION:** Irritation of the upper respiratory system. **SIGNS AND SYMPTOMS OF OVEREXPOSURE** Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE None generally recognized. **CANCER INFORMATION** For complete discussion of toxicology data refer to Section 11. **SECTION 4 —**

FIRST AID MEASURES EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention. **SKIN:** Wash affected area thoroughly with soap and water. **INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet. **INGESTION:** Do not induce vomiting. Get medical attention immediately. **SECTION 5 — FIRE FIGHTING MEASURES B51W450 page 2 of 4 UEL** Not Applicable **LEL** Not Applicable **FLASH POINT** Not Applicable

FLAMMABILITY CLASSIFICATION

Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED Remove all sources of ignition. Ventilate the area. Remove with inert absorbent. **SECTION 7 — HANDLING AND STORAGE STORAGE CATEGORY** Not Applicable **PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE**

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally.

Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation. Avoid contact with skin and eyes. Avoid breathing vapor and spray mist. Wash hands after using. This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2.

When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Required for long or repeated contact.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 10.89 lb/gal 1304 g/l

SPECIFIC GRAVITY 1.31

BOILING POINT 212 - 213 °F 100 - 100 °C

MELTING POINT Not Available

VOLATILE VOLUME 63%

EVAPORATION RATE Slower than ether

VAPOR DENSITY Heavier than air

SOLUBILITY IN WATER Not Available

pH 8.8

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.00 lb/gal 0 g/l Less Water and Federally Exempt Solvents

0.00 lb/gal 0 g/l Emitted VOC

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SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "Nosignificant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No. Ingredient Name

14807-96-6 Talc

LC50 RAT 4HR Not Available

LD50 RAT Not Available

13463-67-7 Titanium Dioxide

LC50 RAT 4HR Not Available

LD50 RAT Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport. **US Ground (DOT)** Not Regulated for Transportation. **Canada (TDG)** Not Regulated for Transportation. **IMO** Not Regulated for Transportation. **IATA/ICAO** Not Regulated for Transportation. **SECTION 15 — REGULATORY INFORMATION SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION CAS No. CHEMICAL/COMPOUND % by WT % Element** No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification. **CALIFORNIA PROPOSITION 65 WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **TSCA CERTIFICATION** All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

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SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other

additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no

warranties, express or implied, and assume no liability in connection with any use of this information. page 1 of 4 HMIS Codes Health 1* Flammability 0 Reactivity 0 DATE OF PREPARATION Jan 29, 2013 MATERIAL SAFETY DATA SHEET A80W1151 20 00 SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION PRODUCT NUMBER A80W1151 PRODUCT NAME SUPERPAINT® Exterior Latex Flat Paint, Extra White MANUFACTURER'S NAME THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

Product Information www.sherwin-williams.com

Regulatory Information (216) 566-2902

www.paintdocs.com

Medical Emergency (216) 566-2917

Transportation Emergency* (800) 424-9300

**for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)*

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight CAS Number Ingredient Units Vapor Pressure

0.1 14464-46-1 Cristobalite

ACGIH TLV 0.025 mg/m³ as Resp. Dust

OSHA PEL 0.05 mg/m³ as Resp. Dust

14 13463-67-7 Titanium Dioxide

ACGIH TLV 10 mg/m³ as Dust

OSHA PEL 10 mg/m³ Total Dust

OSHA PEL 5 mg/m³ Respirable Fraction

2 1314-13-2 Zinc Oxide

ACGIH TLV 10 mg/m³ as Dust

OSHA PEL 10 mg/m³ Total Dust

OSHA PEL 5 mg/m³ Respirable Fraction

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

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UEL Not Applicable

LEL Not Applicable

FLASH POINT

Not Applicable

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention. **SKIN:** Wash affected area thoroughly with soap and water. Remove contaminated clothing and launder before re-use.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLAMMABILITY CLASSIFICATION

Not Applicable

EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area. Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation. Avoid contact with skin and eyes. Avoid breathing vapor and spray mist. Wash hands after using. This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction). Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2. When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

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SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 11.42 lb/gal 1368 g/l

SPECIFIC GRAVITY 1.37

BOILING POINT 212 - 213 °F 100 - 100 °C

MELTING POINT Not Available

VOLATILE VOLUME 63%

EVAPORATION RATE Slower than ether

VAPOR DENSITY Heavier than air

SOLUBILITY IN WATER Not Available

pH 9.0

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.39 lb/gal 47 g/l Less Water and Federally Exempt Solvents

0.15 lb/gal 18 g/l Emitted VOC

VOLATILE ORGANIC COMPOUNDS (VOC - As Applied)

<0.41 lb/gal <50 g/l Less Water and Federally Exempt Solvents

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

Crystalline Silica (Quartz, Cristobalite) is listed by IARC and NTP. Long term exposure to high levels of silica dust, which can occur only when sanding or abrading the dry film, may cause lung damage (silicosis) and possibly cancer. IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No. Ingredient Name

14464-46-1 Cristobalite

LC50 RAT 4HR Not Available

LD50 RAT Not Available

13463-67-7 Titanium Dioxide

LC50 RAT 4HR Not Available

LD50 RAT Not Available

1314-13-2 Zinc Oxide

LC50 RAT 4HR Not Available

LD50 RAT Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

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SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No. CHEMICAL/COMPOUND % by WT % Element

Zinc Compound 2 1.7

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other

additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information. page 1 of 4 HMIS Codes Health 1* Flammability 0 Reactivity 0 DATE OF PREPARATION Jan 29, 2013

MATERIAL SAFETY DATA SHEET

B66W310 32 00

SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION **PRODUCT NUMBER** B66W310
PRODUCT NAME PRO INDUSTRIAL™ PRO-CRYL® Universal Acrylic Primer, Off White
MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

Product Information (800) 524-5979

www.sherwin-williams.com

Regulatory Information (216) 566-2902

www.paintdocs.com

Medical Emergency (216) 566-2917

Transportation Emergency* (800) 424-9300

**for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)*

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS % by Weight CAS Number
Ingredient Units Vapor Pressure 3 29911-28-2 1-(2-Butoxymethylethoxy)-propanol ACGIH TLV Not Available 0.06 mm OSHA PEL Not Available **13 471-34-1 Calcium Carbonate** ACGIH TLV 10 mg/m3 as Dust OSHA PEL 10 mg/m3 Total Dust OSHA PEL 5 mg/m3 Respirable Fraction

10 13463-67-7 Titanium Dioxide

ACGIH TLV 10 mg/m3 as Dust

OSHA PEL 10 mg/m3 Total Dust

OSHA PEL 5 mg/m3 Respirable Fraction

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist. EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system. In a confined area vapors in high concentration may cause headache, nausea or dizziness.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

B66W310 page 2 of 4 UEL Not Applicable **LEL** Not Applicable **FLASH POINT** Not Applicable

SECTION 4 — FIRST AID MEASURES EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention. **SKIN:** Wash affected area thoroughly with soap and water.

Remove contaminated clothing and launder before re-use. **INHALATION:** If affected, remove from exposure. Restore breathing. Keep warm and quiet. **INGESTION:** Do not induce vomiting.

Get medical attention immediately. **SECTION 5 — FIRE FIGHTING MEASURES**

FLAMMABILITY CLASSIFICATION Not Applicable **EXTINGUISHING MEDIA** Carbon Dioxide, Dry Chemical, Alcohol Foam **UNUSUAL FIRE AND EXPLOSION HAZARDS** Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat . During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area. Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation. Avoid contact with skin and eyes. Avoid breathing vapor and spray mist. Wash hands after using. This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2. When sanding or abrading the dried film, wear a dust/mist respirator

approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Wear gloves which are recommended by glove supplier for protection against materials in Section 2.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

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SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 10.23 lb/gal 1225 g/l

SPECIFIC GRAVITY 1.23

BOILING POINT 212 - 449 °F 100 - 231 °C

MELTING POINT Not Available

VOLATILE VOLUME 63%

EVAPORATION RATE Slower than
ether

VAPOR DENSITY Heavier than air

SOLUBILITY IN WATER Not Available

pH 8.7

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.80 lb/gal 96 g/l Less Water and Federally Exempt Solvents

0.32 lb/gal 39 g/l Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No

significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No. Ingredient Name 29911-28-2 1-(2-Butoxymethylethoxy)-propanol LC50 RAT 4HR
Not Available LD50 RAT Not Available

471-34-1 Calcium Carbonate LC50 RAT 4HR Not Available LD50 RAT Not Available **13463-67-7 Titanium Dioxide** LC50 RAT 4HR Not Available LD50 RAT Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261.

Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

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US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No. CHEMICAL/COMPOUND % by WT % Element Zinc Compound 1 0.8

CALIFORNIA PROPOSITION 65 WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no warranties, express or implied, and assume no liability in connection with any use of this information. page 1 of 4 UEL Not Applicable LEL Not Applicable FLASH POINT Not Applicable HMIS Codes Health 2* Flammability 0 Reactivity 0 DATE OF PREPARATION Nov 6, 2012 MATERIAL SAFETY DATA SHEET B66W651 11 00 SECTION 1 — PRODUCT AND COMPANY IDENTIFICATION PRODUCT NUMBER B66W651 PRODUCT NAME PRO INDUSTRIAL™ 0 VOC Acrylic Coating - Semi-Gloss, Extra White MANUFACTURER'S NAME

THE SHERWIN-WILLIAMS COMPANY

101 Prospect Avenue N.W.

Cleveland, OH 44115

Telephone Numbers and Websites

Product Information (800) 524-5979

www.sherwin-williams.com

Regulatory Information (216) 566-2902

www.paintdocs.com

Medical Emergency (216) 566-2917

Transportation Emergency* (800) 424-9300

**for Chemical Emergency ONLY (spill, leak, fire, exposure, or accident)*

SECTION 2 — COMPOSITION/INFORMATION ON INGREDIENTS

% by Weight CAS Number Ingredient Units Vapor Pressure

13 13463-67-7 Titanium Dioxide

ACGIH TLV 10 mg/m³ as Dust

OSHA PEL 10 mg/m³ Total Dust

OSHA PEL 5 mg/m³ Respirable Fraction

SECTION 3 — HAZARDS IDENTIFICATION

ROUTES OF EXPOSURE

INHALATION of vapor or spray mist.

EYE or SKIN contact with the product, vapor or spray mist.

EFFECTS OF OVEREXPOSURE

EYES: Irritation.

SKIN: Prolonged or repeated exposure may cause irritation.

INHALATION: Irritation of the upper respiratory system.

SIGNS AND SYMPTOMS OF OVEREXPOSURE

Redness and itching or burning sensation may indicate eye or excessive skin exposure.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE

None generally recognized.

CANCER INFORMATION

For complete discussion of toxicology data refer to Section 11.

SECTION 4 — FIRST AID MEASURES

EYES: Flush eyes with large amounts of water for 15 minutes. Get medical attention.

SKIN: Wash affected area thoroughly with soap and water.

INHALATION: If affected, remove from exposure. Restore breathing. Keep warm and quiet.

INGESTION: Do not induce vomiting. Get medical attention immediately.

SECTION 5 — FIRE FIGHTING MEASURES

FLAMMABILITY CLASSIFICATION

Not Applicable

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EXTINGUISHING MEDIA

Carbon Dioxide, Dry Chemical, Alcohol Foam

UNUSUAL FIRE AND EXPLOSION HAZARDS

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat.

During emergency conditions overexposure to decomposition products may cause a health hazard. Symptoms may not be immediately apparent. Obtain medical attention.

SPECIAL FIRE FIGHTING PROCEDURES

Full protective equipment including self-contained breathing apparatus should be used. Water spray may be ineffective. If water is used, fog nozzles are preferable. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat.

SECTION 6 — ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Remove all sources of ignition. Ventilate the area. Remove with inert absorbent.

SECTION 7 — HANDLING AND STORAGE

STORAGE CATEGORY

Not Applicable

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE

Keep container closed when not in use. Transfer only to approved containers with complete and appropriate labeling. Do not take internally. Keep out of the reach of children.

SECTION 8 — EXPOSURE CONTROLS/PERSONAL PROTECTION

PRECAUTIONS TO BE TAKEN IN USE

Use only with adequate ventilation. Avoid contact with skin and eyes. Avoid breathing vapor and spray mist. Wash hands after using. This coating may contain materials classified as nuisance particulates (listed "as Dust" in Section 2) which may be present at hazardous levels only during sanding or abrading of the dried film. If no specific dusts are listed in Section 2, the applicable

limits for nuisance dusts are ACGIH TLV 10 mg/m³ (total dust), 3 mg/m³ (respirable fraction), OSHA PEL 15 mg/m³ (total dust), 5 mg/m³ (respirable fraction).

VENTILATION

Local exhaust preferable. General exhaust acceptable if the exposure to materials in Section 2 is maintained below applicable exposure limits. Refer to OSHA Standards 1910.94, 1910.107, 1910.108.

RESPIRATORY PROTECTION

If personal exposure cannot be controlled below applicable limits by ventilation, wear a properly fitted organic vapor/particulate respirator approved by NIOSH/MSHA for protection against materials in Section 2. When sanding or abrading the dried film, wear a dust/mist respirator approved by NIOSH/MSHA for dust which may be generated from this product, underlying paint, or the abrasive.

PROTECTIVE GLOVES

Required for long or repeated contact.

EYE PROTECTION

Wear safety spectacles with unperforated sideshields.

SECTION 9 — PHYSICAL AND CHEMICAL PROPERTIES

PRODUCT WEIGHT 9.53 lb/gal 1141 g/l

SPECIFIC GRAVITY 1.15

BOILING POINT 212 - 213 °F 100 - 100 °C

MELTING POINT Not Available

VOLATILE VOLUME 63%

EVAPORATION RATE Slower than
ether

VAPOR DENSITY Heavier than air

SOLUBILITY IN WATER Not Available

pH 9.0

VOLATILE ORGANIC COMPOUNDS (VOC Theoretical - As Packaged)

0.00 lb/gal 0 g/l Less Water and Federally Exempt Solvents

0.00 lb/gal 0 g/l Emitted VOC

SECTION 10 — STABILITY AND REACTIVITY

STABILITY — Stable

CONDITIONS TO AVOID

None known.

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INCOMPATIBILITY

None known.

HAZARDOUS DECOMPOSITION PRODUCTS

By fire: Carbon Dioxide, Carbon Monoxide

HAZARDOUS POLYMERIZATION

Will not occur

SECTION 11 — TOXICOLOGICAL INFORMATION

CHRONIC HEALTH HAZARDS

IARC's Monograph No. 93 reports there is sufficient evidence of carcinogenicity in experimental rats exposed to titanium dioxide but inadequate evidence for carcinogenicity in humans and has assigned a Group 2B rating. In addition, the IARC summary concludes, "No significant exposure to titanium dioxide is thought to occur during the use of products in which titanium is bound to other materials, such as paint."

TOXICOLOGY DATA

CAS No. Ingredient Name

13463-67-7 Titanium Dioxide

LC50 RAT 4HR Not Available

LD50 RAT Not Available

SECTION 12 — ECOLOGICAL INFORMATION

ECOTOXICOLOGICAL INFORMATION

No data available.

SECTION 13 — DISPOSAL CONSIDERATIONS

WASTE DISPOSAL METHOD

Waste from this product is not hazardous as defined under the Resource Conservation and Recovery Act (RCRA) 40 CFR 261. Incinerate in approved facility. Do not incinerate closed container. Dispose of in accordance with Federal, State/Provincial, and Local regulations regarding pollution.

SECTION 14 — TRANSPORT INFORMATION

Multi-modal shipping descriptions are provided for informational purposes and do not consider container sizes. The presence of a shipping description for a particular mode of transport (ocean, air, etc.), does not indicate that the product is packaged suitably for that mode of transport. All packaging must be reviewed for suitability prior to shipment, and compliance with the applicable regulations is the sole responsibility of the person offering the product for transport.

US Ground (DOT)

Not Regulated for Transportation.

Canada (TDG)

Not Regulated for Transportation.

IMO

Not Regulated for Transportation.

IATA/ICAO

Not Regulated for Transportation.

SECTION 15 — REGULATORY INFORMATION

SARA 313 (40 CFR 372.65C) SUPPLIER NOTIFICATION

CAS No. CHEMICAL/COMPOUND % by WT % Element

No ingredients in this product are subject to SARA 313 (40 CFR 372.65C) Supplier Notification.

CALIFORNIA PROPOSITION 65

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

TSCA CERTIFICATION

All chemicals in this product are listed, or are exempt from listing, on the TSCA Inventory.

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SECTION 16 — OTHER INFORMATION

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulations (CPR) and the MSDS contains all of the information required by the CPR.

The above information pertains to this product as currently formulated, and is based on the information available at this time. Addition of reducers or other

additives to this product may substantially alter the composition and hazards of the product. Since conditions of use are outside our control, we make no

warranties, express or implied, and assume no liability in connection with any use of this information.

The State of Washington prevailing wage rates applicable for this public works project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is July 11th, 2012. A copy of the applicable prevailing wage rates are also available for view at the office of the Owner, located at 17425 Ballinger Way NE, Lake Forest Park, WA 98155. Upon request, the Owner will mail a hard copy of the applicable prevailing wages for this project.