



CITY OF HOUSTON

INVITATION TO BID

Issued: *November 5, 2010*

Bid Opening:

Sealed bids, in duplicate, will be received by the City Secretary of the City of Houston, in the City Hall Annex, Public Level, 900 Bagby, Houston, Texas 77002 until **10:30 A.M. Thursday, December 9, 2010**, and all bids will be opened and publicly read in the City Council Chamber, City Hall Annex, Public Level, 900 Bagby at 11:00 A.M. on that date for the purchase of:

INTERIOR PAINTING AT THE GEORGE R. BROWN CONVENTION CENTER FOR THE CONVENTION AND ENTERTAINMENT DEPARTMENT

Bid No. S50-C23799

NIGP Code: 910-50

Buyer:

Questions regarding this solicitation should be addressed to Arturo Lopez, Senior Procurement Specialist, at **832-393-8731** or e-mail to arturo.lopez@cityofhouston.net

Electronic Bidding:

In order to submit a bid for the items associated with this procurement, you must fill in the pricing information on the "PLACE BID" page.

Prebid Conference:

A Pre-Bid Conference will be held for all Prospective Bidders at the George R. Brown Convention Center, 1001 Avenida de las Americas, 2nd level conference room 212 at **10:00 a.m. on Tuesday, November 23, 2010**. **The site visit will be follow the pre-bid conference.**

All Prospective Bidders are urged to be present. It is the bidder's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the solicitation documents prior to the Pre-Bid Conference. Any revisions to be incorporated into this solicitation document arising from discussions before, during and subsequent to the Pre-Bid Conference will be confirmed in writing by Letter(s) of Clarification prior to the bid due date. Verbal responses will not otherwise alter the specifications, terms and conditions as stated herein.

Bidding forms, specifications, and all necessary information should be downloaded from the Internet at www.houstontx.gov/purchasing/index.html. By registering and downloading this solicitation document, all updates to this solicitation document will be automatically forwarded via e-mail to any registered bidders. This information may also be obtained from the Supplier Assistance Desk, Strategic Purchasing Division, 901 Bagby, Concourse Level, Houston, Texas 77002.

The place of the bid opening may be transferred in accordance with Paragraph (b), (5) of Section 15-3 of The Code of Ordinances, Houston, Texas. The bid-opening meeting may be rescheduled in accordance with Paragraph (b), (6) of said Section 15-3.

The City reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.

City employees are prohibited from bidding on this solicitation in accordance with the Code of Ordinances Section 15-1.

***CONTENTS:**

- A. OFFER
- B. SCOPE OF WORK/SPECIFICATIONS
- C. GENERAL, SUPPLEMENTARY CONDITIONS AND BOND FORMS

*NOTE 1: Actual page numbers for each section may change when the solicitation document is downloaded from the Internet or because of letters of clarification. Therefore, bidders must read the solicitation document in its entirety and comply with all the requirements set forth therein.

***NOTE 2: To be considered for award please submit the electronic bid form and the forms listed in section A, including the signature page, which must be signed by a company official authorized to bind the company and a 10% Bid Bond.**

SECTION A



**FORMAL ONE-TIME BID
INTERIOR PAINTING AT THE GEORGE R. BROWN CONVENTION CENTER
FOR THE CONVENTION AND ENTERTAINMENT DEPARTMENT
Bid No. S50-C23799
NIGP Code: 910-50**

To The Honorable Mayor
and City Council Members
of the City of Houston, Texas (the "City"):

The undersigned hereby offers to provide services necessary for **Interior Painting at the George R. Brown Convention Center, located at 1001 Avenida de las Americas**, F.O.B. destination point Houston, Texas, in accordance with the City's Specifications and General Terms & Conditions and/or samples/drawings provided herein. When issued by the City of Houston, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with Letters of Clarification. It is the responsibility of the bidder to ensure that it has obtained all such letters. By submitting a bid on this project, bidder shall be deemed to have received all Letters of Clarification and to have incorporated them into the bid.

The City may accept this bid offer by issuance of a Notice of Award Letter and/or a Purchase Order at any time on or before the 120th day following the day this Official Bid Form is opened by the City. This offer shall be irrevocable for 120 days after bid opening or for 90 days after City Council awards the bid, whichever comes last, but this period may be extended by written agreement of the parties.

The City reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Prime Contractor/Supplier to honor the same bid price.

The City reserves the option, after bids are opened, to adjust the quantities listed on the electronic bid form upward or downward, subject to the availability of funds, and/or make award (s) on a line item basis.

SECTION A

Documents/forms must be downloaded from the City's Website
<http://www.houstontx.gov/purchasing/index.html>

Additional Required Forms to be Included with bids:

In addition to the electronic Bid Form and the Official Signature Page, the Forms listed in Table 1 **must be completed and submitted to the Office of the City Secretary on or before the date and time the bid is due:**

Table 1
Affidavit of Ownership
Fair Campaign Ordinance
Statement of Residence
Conflict of Interest Questionnaire
Pay or Play Contract Compliance Acknowledgement Form 1a
10% Bid Bond
Contractor References

Table 2 lists other documents and forms that should be viewed/downloaded from the City's website, but are not required to be submitted with the bid. The City will request these forms, as applicable, to be completed and submitted to the City by the recommended/successful bidder:

Table 2
Formal Instructions for Bid Terms
Drug Forms
Insurance Certificates Over \$50,000.00
OCP Insurance Certificate Over \$100,000.00
Pay or Play Form 2 / Certification of Agreement to Comply
Performance, Maintenance and Statutory Payment Bonds
2010 Building Construction Wage Rate

Questions concerning the Bid should be submitted in writing to: City of Houston, Strategic Purchasing Division, 901 Bagby, Room B506, Houston, TX 77002, Attn: Arturo Lopez or via fax: 832-393-8759 or via email (preferred method) to arturo.lopez@houstontx.gov no later than **4:00 PM, Monday, November 29, 2010.**

SITE INSPECTION

The City of Houston reserves the right to inspect the bidder's current place of business to evaluate equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they relate to the performance of this contract.

PERMITS:

Successful Contractor shall be responsible for securing any and all permits for proposed work. Any fee charged for these permits should be the responsibility of the Contractor and not the City of Houston.

CITY BUILDING CODES:

All work performed or equipment installed shall be in strict accordance with the City of Houston Building Codes. The Contractor will immediately correct any deficiencies discovered during work or after completion. Failure to correct deficiencies will result in the City having corrections made at the Contractor's expense.

BID BOND:

The Contractor shall be required to provide and submit with the bid a Bid Bond in the amount of 10% of the total amount bid by the Contractor. The Bid Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by the Bidder (as "Principal") and by a corporate surety company licensed to do business in the State of Texas, and if the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury, or a Cashier's or a Certified check in a like amount. Company or personal checks are not acceptable.

PERFORMANCE BOND and PAYMENT BOND:

The successful Contractor(s) shall be required to provide a Performance and Payment Bond in the total amount (100%) of the Contract if the award is in excess of \$25,000.00.

The Performance and/or Payment Bond shall be in the same form as that distributed by the City, and attached hereto, all duly executed by the bidder (as "Principal") and by an incorporated surety company licensed to do business in the State of Texas. If the amount of the bond is greater than \$100,000.00 the surety must hold a certificate of authority from the United States Secretary of the Treasury.

The Contractor(s) shall be required to provide a Performance and/or Payment Bond as outlined above, which will be delivered to the City Purchasing Agent of the City, on or before the tenth (10th) day following the day the bidder receives notice from the City.

MAINTENANCE BOND:

The Contractor shall furnish a maintenance bond in the total (100%) bid amount in the form required by the City (samples attached). One bond, also referred to as the One Year Maintenance Bond, will be conditioned upon Contractor's repair, replacement or restoration of any work or any portion of the work which is found to be defective or fails in any way to comply strictly with the contract or the plans and specifications for such work within a period of one (1) year from the date of acceptance of such work by the City Council or after the date that the "CO", or its designee in writing, determines, in a written notice to the Contractor, to be the date upon which the project is both substantially complete and available for the full and beneficial occupancy or use of the City.

QUALITY AND WORKMANSHIP:

The bidder must be able to demonstrate upon request that it has performed satisfactorily, services similar to the services specified herein. The bidder will provide records of warranty and repair services performed for others upon request. The City of Houston shall be the sole judge whether the services performed are similar to the scope of services specified herein.

CONTRACTOR'S QUESTIONNAIRE

In order to receive bid award consideration, the bidder must be able to demonstrate that they are currently providing or have had at least one contract, for **Interior Painting Services of a multi-story commercial building or Convention Center** that is similar in size and scope to this contract. **Bidder must have references documenting that it has performed Interior Painting Services of a multi-story commercial building or Convention Center.** The reference(s) should be included in the space provided below. Please attach another piece of paper if necessary. If references are not included with the bid, the bidder shall be required to provide such references to the City of Houston within five working days from receipt of a written request from the City of Houston to do so. **Bidder's capability and experience shall be a factor in determining the Contractor's responsibility.**

1. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to tits business: _____

2. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to tits business: _____

3. Business Name: _____

Business Address: _____

City, State, Zip: _____

Name of Owner/Contact Person: _____

Phone: _____ Fax: _____ Email: _____

No. of Years providing Service to tits business: _____

SECTION B
SCOPE OF WORK

1.0 General:

- 1.1 The Contractor shall furnish all tools, materials, supplies, equipment, permits, lifts, scaffolding, ladders, labor, insurance, bonds, supervision and transportation necessary to clean and paint the interior white structural steel columns, framing, piping, exhaust ducts and overhead decking of Sections B, C and D of levels 1, 2 and 3 of the George R. Brown Convention Center, located at, 1001 Avenida De Las Americas, Houston, TX. The four sections included are:
- a) Four sections of balcony areas on second level including structural tubing, ceiling deck and exhaust ducts.
 - b) Three sections of escalator banks including curtain wall tube framing structures, ceiling deck and overhead decking.
 - c) Three sections of second level ceiling deck, pipes, and exhaust ducts in areas across from escalators.
 - d) Two sections of ceiling deck areas on 3rd level including air ducts from Hall B3 to Meeting Room No. 340.
- 1.2 All areas and equipment not being painted must be thoroughly protected and kept clean during the project. Any window film that receives any paint shall be replaced at contractor's cost by a film contractor selected by the City of Houston. Carpet in the project areas must be thoroughly protected.
- 1.3 All work performed by the Contractor will be in accordance with the latest City of Houston Building Codes and other related City of Houston Standard Construction Specifications.

2.0 Performance Time:

- 2.1 Project is to be completed within **90 Calendar Days** upon receipt of the notice-to-proceed.

3.0 Material Specifications:

- 3.1 Paint materials to be manufactured by ICI/Devoe High Performance Coatings.
- 3.1.1 Devflex 4216HP high performance waterborne acrylic semi-gloss enamel.
 - 3.1.2 ICI Spraymaster Pro, Uni-grip-WP Aquacrylic Dryfall flat primer & finish 1280-1200.

A PDF version of the Paint Specifications can also be viewed on the following web link
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23799>

4.0 Project Execution:

- 4.1 The Contractor shall perform work as a turn-key project.
- 4.2 The work shall not interfere with the daily operation of the George R. Brown Convention Center or with any scheduled event.
- 4.3 The Contractor shall have painting crew on-site and working from 7:00 a.m. until 5:00 p.m. Monday through Friday and Saturday and Sunday if necessary to meet project completion schedule. Some work may need to be performed overnight.
- 4.4 The Contractor shall protect all non-painted areas and equipment.

- 4.6 The Contractor shall inspect areas for damage before and after work is performed with GRBCC Facility Management. The Contractor will be responsible for the cost to repair any damages associated with painting project.
- 4.7 The Contractor shall ensure that all platforms, lifts, scaffolding and safety lines and belts are used and set up in compliance with OSHA Safety Standards.
- 4.8 The Contractor shall on a daily basis or as requested, clean the work sites and any adjacent areas affected by the project.
- 4.9 The Contractor shall thoroughly prepare all surfaces for painting as prescribed by the manufacturer.
 - 4.9.1 The Contractor shall remove all loose blistered, peeling, chalked, cracked or alligatored and otherwise defective paint down to sound work or bare surfaces. Sand areas so surface is feathered to original condition.
 - 4.9.2 The Contractor shall clean all work areas with appropriate products to prepare for painting. Remove and cleanup all dust, dirt or sanded paint or other loose materials, then clean and dry.
 - 4.9.3 The Contractor shall perform a test for potential “lifting” of the existing coating. This test is to be performed in a small area on one of the structures. Once the test has been completed, the removal of all loose and peeling existing paint will be performed. Sand around peeled areas and feather edge surrounding finishes. Clean all work areas with appropriate products to prepare for painting.
- 4.10 The Contractor shall store all paint materials in lockable containers outside of facility. Areas used for storage or paint mixing shall be protected from damage, staining, spills, spots etc. All areas shall be maintained in first class condition.
- 4.11 The Contractor shall protect all areas of the facility using drop clothes, masking or other means to ensure no unpainted areas are damaged by over-spray, dust or other problems.

5.0 Workmanship Requirements:

- 5.1 Application: Skilled craftsmen shall apply these materials. Execute this work in accordance with best practices recognized for the class of work and grade, type and kinds of materials specified, only on dry materials. Apply paint to manufacturer’s recommended film thickness.
- 5.2 Paint: Use without thinning or adulterating, unless specified by manufacturer.
- 5.3 Brushes: Lay out brush-applied coats to remove all brush marks.
- 5.4 Rollers: Double roll each coast by cross-rolling in a 90 degree pattern.
- 5.5 Paint film thickness: Not less than 2 wet mils per coat and as recommended by the manufacturer.

6.0 Parking Arrangements:

- 6.1 Parking availability is subject to event requirements. The Contractor shall arrange parking through facility management on a daily basis.

7.0 Warranty

- 7.1 The Contractor shall provide a three-year warranty on both materials and workmanship. The warranty period shall commence the date on which the City officially accepts the completion of services.
- 7.2 Any warranty work is to be completed without cost to the City within ten days after notification of a service problem. The warranty covers release sag, discoloring, yellowing, streaking, blooming, darkening, or peeling of all painted surfaces.

8.0 Acceptance and Payment:

- 8.1 Acceptance and payment are contingent upon completion of the job to the satisfaction of the Convention & Entertainment Facilities Department management in accordance with all conditions and requirements as detailed herein. As portions of the job are completed and approved, invoices for those sections will be processed.

GENERAL SURFACE PREPARATION

All surfaces must be sound, dry, clean and free of oil, grease, wax, polish, dirt, mildew, form release agents, curing compounds, efflorescence, loose and flaking paint and other foreign substances.

New Surfaces: Steel and Aluminum - Best results are obtained over a surface abrasive blasted to commercial blast cleanliness (SSPC-SP6 or ISO-Sa2). Performance over hand or power tool cleaned surfaces is dependent on the degree of cleaning. Prime with this product or DEVFLEX™ 4020 primer. For maximum corrosion protection, prime with DEVGUARD™ 4160 or DEVGUARD 4360 primers depending on local VOC regulations. When using colors tinted with more than 2 oz./gal. of ICI Paints Colorants, a primer is recommended. When using as a DTM finish without a primer, a minimum of two coats is recommended for best corrosion resistance. **Galvanized Metal**- Prime with DEVRAN® 205 or DEVRAN 203 epoxy primers, DEVFLEX 4020 acrylic primer or DEVGUARD 4160 or DEVGUARD 4360 primers depending on local VOC regulations. **Wood**- Interior, set nails and fill holes with latex spackle. Sand smooth. Dust clean. Self-prime or prime with DEVFLEX 4020 primer. Do not use this product with lacquer undercoats. Exterior, spot prime pine knots with PREP & PRIME® HYDROSEALER® 6001 primer. Prime entire surface with PREP & PRIME HYDROSEALER 6001 primer. **Drywall**- Prime with DEVFLEX 4020 primer. **Concrete, Plaster and Masonry**- Cure at least 30 days before painting. pH must be 10.0 or lower. Roughen slick poured or pre-cast concrete and remove sealers by chemical cleaning or abrasive blasting. Rinse thoroughly

with water and allow to dry. Remove loose aggregate. Prime interior concrete or plaster with this product or with DEVFLEX 4020 primer. Prime exterior masonry with PREP & PRIME HYDROSEALER 6001 primer. Fill concrete block with BLOXFIL® 4000 or PREP & PRIME 3010 fillers.

Use only products that are in compliance with local VOC regulations.

Previously Painted Surfaces: Remove oil or grease residue by washing. Rinse thoroughly with water and allow to dry. Dull glossy areas by light sanding. Remove sanding dust. Remove loose paint. Scrub heavy chalk areas and overhead areas such as eaves with soap and water. Remove all mildew by washing with a solution of 16 oz. (473 ml) liquid household bleach and two oz. (59 ml) non-ammoniated liquid detergent per gallon (3.785 L) of water. Rinse surfaces clean. Prime bare areas with primer specified under **NEW SURFACES**. Can be used self-primed over previously painted surfaces followed by a finish coat of this product.

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

DIRECTIONS FOR USE

Tinting: Tint the appropriate base with ICI Paints Colorants.

Spreading Rate: Apply at 138-368 sq. ft./gal. (3.9 m²/L) or 4- 11.6 mils wet (1.5-4.0 mils dry). Actual coverage may vary depending on substrate and application method. For best hiding, tint primers toward finish coat color.

Application: Mix thoroughly before use. May be applied by brush, roll or spray. No thinning required. Due to fast dry, brushing should be limited to small areas where a wet edge can be maintained. Rinse out brush in warm water periodically during extended brush application periods. If touch-up is required after the enamel

has set, wait until it has thoroughly dried. For airless spray, use a .015" tip. Adjust pressure as needed. Use two coats of this enamel for maximum uniformity and gloss and color retention. Do not apply when surface or air temperature is below 50°F (10°C). Brushing and rolling may require multiple coats to achieve correct film thickness and/or hiding.

Drying Time (ASTM D 1640): At 77°F (25°C) and 50% R.H., dries to touch in one hour and to recoat in 4 hours. Low temperature, high humidity, thick films or poor ventilation will increase these times.

Clean-up: Clean immediately with warm, soapy water.

PRECAUTIONS

WARNING! HARMFUL IF INHALED. MAY CAUSE CENTRAL NERVOUS SYSTEM EFFECTS, INCLUDING DIZZINESS, HEADACHE OR NAUSEA. CAUSES EYE, SKIN AND RESPIRATORY TRACT IRRITATION. MAY BE HARMFUL IF SWALLOWED. OVEREXPOSURE MAY CAUSE BLOOD, LIVER, KIDNEY DAMAGE. WHEN TINTED, CONTAINS ETHYLENE GLYCOL WHICH CAN CAUSE SEVERE KIDNEY DAMAGE WHEN INGESTED AND HAS BEEN SHOWN TO CAUSE BIRTH DEFECTS IN LABORATORY ANIMALS. USE ONLY WITH ADEQUATE VENTILATION. KEEP OUT OF THE REACH OF CHILDREN. NOTICE: Products in this series contain solvents.

Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. For emergency information call (800) 545-2643. **Note: These warnings encompass the product series. Prior to use, read and follow product-specific MSDS and label information.** If sanding, wear a dust mask to avoid breathing of sanding dust. Do not breathe vapors or spray mist.

Ensure fresh air entry during application and drying. Avoid contact with eyes and skin. If you experience eye watering, headaches, or dizziness, leave the area. If properly used, a respirator may offer additional protection. Obtain professional advice before using. Close container after each use. **FIRST AID:** For skin contact, wash thoroughly with soap and water. If any product remains, gently rub with petroleum jelly, vegetable or mineral/baby oil then wash again with soap and water. Repeat as needed. Remove contaminated clothing. For eye contact, flush immediately with plenty of water for at least 15 minutes. **Get medical attention.** If swallowed, **get medical attention immediately.** If inhalation causes discomfort, remove to fresh air. If discomfort persists or breathing difficulty occurs, get medical attention. **KEEP FROM FREEZING.** DS384-0506

SHIPPING

Flash Point: None
Packaging: 1 gallon (3.785L)
5 gallons (18.925L)

Shipping Weight: 4 gallon case - 44 lbs. (20.0 kg)
5 gallon pail - 54 lbs. (24.5 kg)

4216L (10/08)
Ad Stock # 58839



Strangsville, Ohio U.S.A.
800-654-2616
www.devoecoatings.com

LIMITATION OF LIABILITY: To the best of our knowledge, the technical data contained herein are true and accurate at the date of issuance but are subject to change without prior notice. We guarantee our product to conform to the specifications contained herein. **WE MAKE NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.** Liability, if any, is limited to replacement of the product or refund of the purchase price. **LABOR OR COST OF LABOR AND OTHER CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.**



MATERIAL SAFETY DATA SHEET

prepared 10/30/08

DEVFLEX ACRYLIC SEMI-GLOSS

ICI Paints North America 15885 Sprague Road Strongsville, Ohio 44136 EMERGENCY TELEPHONE NO. (800) 545-2643

4216L

HAZARDS IDENTIFICATION (ANSI Section 3)

Primary routes of exposure : Inhalation, skin contact, eye contact, ingestion.

Effects of overexposure :

Inhalation : Irritation of respiratory tract. Prolonged inhalation may lead to mucous membrane irritation, drowsiness, dizziness and/or lightheadedness, headache, nausea, coughing, central nervous system depression, difficulty of breathing, bronchitis.

Skin contact : Irritation of skin. Prolonged or repeated contact can cause dermatitis, allergic response. Possible sensitization to skin. Skin contact may result in dermal absorption of component(s) of this product which may cause headache, nausea, central nervous system depression.

Eye contact : Irritation of eyes. Prolonged or repeated contact can cause conjunctivitis, tearing of eyes, redness of eyes.

Ingestion : Ingestion may cause mouth and throat irritation, dizziness and/or lightheadedness, headache, nausea, vomiting, diarrhea, gastro-intestinal disturbances, abdominal pain, central nervous system depression, intoxication, abnormal blood pressure, kidney damage.

Medical conditions aggravated by exposure : Eye, skin, respiratory disorders, asthma-like conditions.

FIRST-AID MEASURES (ANSI Section 4)

Inhalation : Remove to fresh air. Restore and support continued breathing. Get emergency medical attention. Have trained person give oxygen if necessary. Get medical help for any breathing difficulty. Remove to fresh air if inhalation causes eye watering, headaches, dizziness, or other discomfort.

Skin contact : Wash thoroughly with soap and water. If any product remains, gently rub petroleum jelly, vegetable or mineral/baby oil onto skin. Repeated applications may be needed. Remove contaminated clothing. Wash contaminated clothing before re-use.

Eye contact : Flush immediately with large amounts of water, especially under this for at least 15 minutes. If irritation or other effects persist, obtain medical treatment.

Ingestion : If swallowed, obtain medical treatment immediately.

FIRE-FIGHTING MEASURES (ANSI Section 5)

Fire extinguishing media : Dry chemical or foam water fog. Carbon dioxide. Closed containers may explode when exposed to extreme heat or fire. Vapors are heavier than air and may travel long distances to a source of ignition and flash back. Vapors can form explosive mixtures in air at elevated temperatures. Closed containers may burst if exposed to extreme heat or fire. Dust explosion hazard. May decompose under fire conditions emitting irritant and/or toxic gases. In closed tanks, water or foam may cause frothing or eruption.

Fire fighting procedures : Water may be used to cool and protect exposed containers. Firefighters should use full protective clothing, eye protection, and self-contained breathing apparatus.

Hazardous decomposition or combustion products : Carbon monoxide, carbon dioxide, oxides of nitrogen, oxides of sulfur, toxic gases, acrylic monomers, Propionaldehyde.

ACCIDENTAL RELEASE MEASURES (ANSI Section 6)

Steps to be taken in case material is released or spilled : Comply with all applicable health and environmental regulations. Eliminate all sources of ignition. Ventilate area. Evacuate all unnecessary personnel. Place collected material in proper container. Spilled material is extremely slippery.

Complete personal protective equipment must be used during cleanup. Large spills - shut off leak if safe to do so. Dike and contain spill. Pump to storage or salvage vessels. Use absorbent to pick up excess residue. Keep salvageable material and rinse water out of sewers and water courses. Small spills - use absorbent to pick up residue and dispose of properly.

HANDLING AND STORAGE (ANSI Section 7)

Handling and storage : Store below 100F (38C). Keep away from heat, sparks and open flame. Keep from freezing. Keep container tightly closed in a well-ventilated area.

Other precautions : Use only with adequate ventilation. Do not take internally. Keep out of reach of children. Avoid contact with skin and eyes, and breathing of vapors. Wash hands thoroughly after handling, especially before eating or smoking. Keep containers tightly closed and upright when not in use. Avoid conditions which result in formation of inhalable particles such as spraying or abrading (sanding) painted surfaces. If such conditions cannot be avoided, use appropriate respiratory protection as directed under exposure controls/personal protection. Empty containers may contain hazardous residues.

EXPOSURE CONTROLS/PERSONAL PROTECTION (ANSI Section 8)

Respiratory protection : Control environmental concentrations below applicable exposure standards when using this material. When respiratory protection is determined to be necessary, use a NIOSH/MSHA (Canadian 294-4) Approved elastomeric sealing, surface facemask respirator outfitted with organic vapor cartridges and pump spray (dust/mist) prefilters. Determine the proper level of protection by conducting appropriate air monitoring. Consult 29CFR1910.134 For selection of respirators (Canadian 294.4).

Ventilation : Provide dilution ventilation or local exhaust to prevent build-up of vapors.

Personal protective equipment : Eye wash, safety shower, safety glasses or goggles, impervious gloves, impervious clothing, apron.

STABILITY AND REACTIVITY (ANSI Section 10)

Under normal conditions : Stable see section 5 fire fighting measures

Materials to avoid : Oxidizers, acids, reducing agents, halogens, aluminum, peroxides, nitric acid, hydrofluoric acid, magnesium, nitrates.

Conditions to avoid : Elevated temperatures, contact with oxidizing agent, freezing, sparks, open flame, ignition sources.

Hazardous polymerization : Will not occur

TOXICOLOGICAL INFORMATION (ANSI Section 11)

Supplemental health information : Contains a chemical that may be absorbed through skin. Excessive inhalation of fumes may lead to metal fume fever characterized by a metallic taste in mouth, excessive thirst, coughing, weakness, fatigue, muscular pain, nausea, chills and fever.

Notice - reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. Contains iron oxide, repeated or prolonged exposure to iron oxide dust may cause siderosis, a benign pneumoconiosis. Other effects of overexposure may include toxicity to liver, kidney, lungs, blood.

The information contained herein is based on data available at the time of preparation of this data sheet which ICI Paints believes to be reliable. However, no warranty is expressed or implied regarding the accuracy of this data. ICI Paints shall not be responsible for the use of this information, or of any product, method or apparatus mentioned and you must make your own determination of its suitability and completeness for your own use, for the protection of the environment, and the health and safety of your employees and the users of this material. Complies with OSHA hazard communication standard 29CFR1910.1200.

Carcinogenicity : In 2-year feed studies of C.I. Pigment red 3, there was some evidence of carcinogenic activity in male rats (adrenal gland - benign pheochromocytoma) and female rats (hepatocellular adenomas). There was also some evidence of carcinogenic activity in male mice (adenomas of renal cortex and thyroid gland), but no evidence in female mice. The International Agency for Research on Cancer (IARC) has classified carbon black as possibly carcinogenic to humans (group 2b) based on sufficient evidence in animals and inadequate evidence in humans. In a lifetime inhalation study, exposure to 250 mg/m³ titanium dioxide resulted in the development of lung tumors in rats. These tumors occurred only at dust levels that overwhelmed the animals' lung clearance mechanisms and were different from common human lung tumors in both type and location. The relevance of these findings to humans is unknown but questionable. The International Agency for Research on Cancer (IARC) has classified titanium dioxide as possibly carcinogenic to humans (group 2b) based on inadequate evidence of carcinogenicity in humans and sufficient evidence of carcinogenicity in experimental animals. C.I. Pigment 5 showed weak hepatocarcinogenic potential in female rats and in male mice. In the female rats, the liver carcinogenicity was accompanied by hepatotoxicity.

Reproductive effects : No reproductive effects are anticipated.

Mutagenicity : C.I. Pigment red was found to be mutagenic with and without metabolic activation in salmonella/microsome studies. In vivo tests and in vitro tests on mammalian cells were negative for mutagenicity.

Teratogenicity : No teratogenic effects are anticipated.

ECOLOGICAL INFORMATION (ANSI Section 12)

No ecological testing has been done by ICI paints on this product as a whole.

DISPOSAL CONSIDERATIONS (ANSI Section 13)

Waste disposal : Dispose in accordance with all applicable regulations. Avoid discharge to natural waters.

REGULATORY INFORMATION (ANSI Section 15)

As of the date of this MSDS, all of the components in this product are listed (or are otherwise exempt from listing) on the TSCA inventory. This product has been classified in accordance with the hazard criteria of the CFR (controlled products regulations) and the MSDS contains all the information required by the CFR.

Physical Data (ANSI Sections 1, 9, and 14)

Product Code	Description	Wt. / Gal.	VOC gt./ltr.	% Volatile by volume	Flash Point	Boiling Range	HMS	DOT, proper shipping name
4216-0100L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel white tint base	10.31	90.64	66.18	none	212-453	210	paint ** protect from freezing **
4216-0200L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel pastel tint base	9.90	90.51	67.37	none	212-453	210	paint ** protect from freezing **
4216-0300L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel intermed tint base	9.22	90.96	68.92	none	212-453	210	paint ** protect from freezing **
4216-0400L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel deep tint base	8.65	92.82	68.46	none	212-453	210	paint ** protect from freezing **
4216-0500L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel neut tint base	8.50	93.04	68.55	none	212-453	210	paint ** protect from freezing **
4216-1000L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel high hide white architectural brown	10.31	91.85	65.95	none	212-453	210	paint ** protect from freezing **
4216-7460L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel safety red	8.90	97.38	67.52	none	212-453	*210	paint ** protect from freezing **
4216-9000L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel safety red	8.55	92.41	67.66	none	149-453	210	paint ** protect from freezing **
4216-9200L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel safety orange	8.80	93.31	66.39	none	212-501	310	paint ** protect from freezing **
4216-9400L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel safety yellow	9.12	93.67	64.07	none	212-212	210	paint ** protect from freezing **
4216-9900L	devilex 4216hpv high performance waterborne acrylic semi-gloss enamel black	8.57	92.73	68.27	none	212-453	*210	paint ** protect from freezing **

Ingredients Product Codes with % by Weight (ANSI Section 2)

Chemical Name	Common Name	CAS. No.	4216-0100L	4216-0200L	4216-0300L	4216-0400L	4216-0500L	4216-1000L	4216-7460L	4216-9000L	4216-9200L	4216-9400L	4216-9800L
ethanol, 2-(2-butoxyethoxy)-	diethylene glycol monobutyl ether	112-34-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5
iron oxide	ferrie oxide	1309-37-1							1-5				
9-octadecenoic acid (9z)-, monoester with 1,2-propanediol	propylene glycol monolaurate	1330-80-9	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5	1-5
carbon black	carbon black	1333-86-4							1-5				1-5
titanium oxide	titanium dioxide	13463-67-7	20-30	10-20	10-20	1-5		20-30	1-5		1-5	5-10	1-5
2-naphthalenol, 1-[(4-methyl-2-nitrophenyl)azo]-	pigment red 3	2425-85-6							1-5				
propanoic acid, 2-methyl-, monoester with 2,2,4-trimethyl-1,3-pentanediol	hexanol	25665-77-4									1-5		

Ingredients (Continued)

Product Codes with % by Weight (ANSI Section 2)

Chemical Name	Common Name	CAS. No.	4216-0100L	4216-0200L	4216-0300L	4216-0400L	4216-0500L	4216-7460L	4216-9000L	4216-9200L	4216-9400L	4216-9890L
2-naphthaceneol, 1-(2,4-dinitrophenylazo)-	dinitroaniline orange	3468-63-1								1-5		
c.i. pigment yellow 42	yellow iron oxide	51274-00-1						1-5			1-5	
1,2-propanediol	propylene glycol	57-55-6								1-5		
butanamide, 2-((2-methoxy 4-nitrophenylazo)-n(2-methoxyphenyl)-3-oxo-	pigment yellow 74	6358-31-2									1-5	
water	water	7732-18-5	40-50	50-60	50-60	60-70	60-70	50-60	60-70	50-60	50-60	60-70
acrylic resin	acrylic resin	Sup. Cont.	20-30	20-30	20-30	30-40	30-40	20-30	20-30	20-30	20-30	30-40

Chemical Hazard Data

(ANSI Sections 2, 8, 11, and 15)

Common Name	CAS. No.	ACGIH-TLV			OSHA-PEL			S.R. Std.	S2	S3	CC	H	M	N	I	O
		8-Hour TWA	STEL	C	8-Hour TWA	STEL	C									
diethylene glycol monobutyl ether	112-34-5	not est.	not est.	not est.	not est.	not est.	not est.	not est.	n	y	n	n	n	n	n	n
ferrocene	1309-37-1	5 mg/m3	not est.	not est.	not est.	not est.	5 mg/m3	not est.	n	n	n	n	n	n	n	n
propylene glycol monooleate	1330-80-9	not est.	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n	n	n	n	n
carbon black	1333-85-4	3.5 mg/m3	not est.	not est.	not est.	not est.	3.5 mg/m3	not est.	n	n	n	n	n	n	n	n
titanium dioxide	13463-67-7	10 mg/m3	not est.	not est.	not est.	not est.	10 mg/m3	not est.	n	n	n	n	n	n	n	n
pigment red 3	2425-85-6	10 mg/m3	not est.	not est.	not est.	not est.	15 mg/m3	not est.	n	n	n	n	n	n	n	n
hexanol	25865-77-4	not est.	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n	n	n	n	n
dinitroaniline orange	3468-63-1	not est.	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n	n	n	n	n
yellow iron oxide	51274-00-1	5 mg/m3	not est.	not est.	not est.	not est.	10 mg/m3	not est.	n	n	n	n	n	n	n	n
propylene glycol	57-55-6	not est.	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n	n	n	n	n
pigment yellow 74	6358-31-2	not est.	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n	n	n	n	n

Footnotes:
 S=Skin - Concentration that should not be exceeded, even instantaneously.
 C=Ceiling - Additional exposure, over and above airborne exposure, may result from skin absorption.
 n/a=not applicable
 not est=not established
 CC=CERCLA Chemical
 ppm=parts per million
 mg/m3=milligrams per cubic meter
 S,p Cont=Supplier Confidential
 S2=Skin Section 302 EHS
 S3=Skin Section 313 Chemical
 S,R,Std=Supplier Recommended Standard
 H=Hazardous Air Pollutant, M=Marine Pollutant
 P=Pollutant, S=Severe Pollutant
 C=Carcinogenicity Listed By:
 N=NTP, I=IARC, O=OSHA, y=yes, n=no



Paints

SPRAYMASTER PRO
UNI-GRIP-WB Aquacrylic
Dryfall Flat Primer & Finish
1280-1200

FINISHES
PAINTING (09900)
9

DESCRIPTION

A unique, premium quality, waterborne acrylic flat dry fog interior coating with very low odor and a noncombustible flash point rating. Features excellent adhesion and resistance to flash rusting when applied to most types of interior ceilings and overhead surfaces such as those in offices, warehouses, stores, hotels, textile mills and industrial plants. May also be used in exterior overhead areas not subject to direct weathering such as covered parking garages, etc. Spray application results in a minimal amount of overspray which dries to a non-adhering dust in approximately a ten foot fall under conditions of moderate humidity and temperature.

FEATURES

- One coat primer and finish
- Resists flash rusting
- Suitable for galvanized decking
- Use on multiple overhead surfaces
- Easy clean-up of overspray
- BRIGHT WHITE, non-yellowing finish
- Low odor
- Excellent adhesion
- Soap and water clean-up
- Resistant to discoloration from mild fumes
- Good moisture resistance

COMPOSITION

- Advanced DevCryl Technology Acrylic Resin
- Titanium Dioxide and Extender Pigments
- Not manufactured with lead or mercury containing materials.



SPECIFICATION DATA

Color:
White (tintable, limit 2 oz/gal)

Finish:
Flat, 1-5 units @ 60°

Reflectance:
92% ± 1%

Clean-up Solvent:
Soap and water

Density:
11.6 lbs/gal (1.39 kg/L)

VOC:
50 g/L (0.42 lbs/gal) maximum

Solids:
Volume - 36% ± 1%
Weight - 54% ± 1%

Practical Coverage:
Apply at 288-385 sq ft/gal (7-9 m²/L).
Actual coverage may vary depending on substrate and application method.

Recommended Film Thickness:
4.4-5.9 mils wet - 1.5-2.0 mils dry

Flame Spread Rating:
Class A (0-25) over non-combustible surfaces

Flash Point:
None

Dry Time 77°F (25°C) & 50% RH:
To touch - 15 minutes
To recoat - 2 hours
Dry Fallout distance - 10 feet (3.3 m)

Shelf Life:
1 year minimum - unopened



9
FINISHES
PAINTING (09900)

SURFACE PREPARATION

All surfaces must be sound, dry, clean and free of oil, grease, dirt, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances.

NEW SURFACES: Steel - Prime with waterborne metal primer 4020 or solventborne metal primer 4160 or 4100. **Galvanized Metal and Aluminum** - Prime with this product. **Preprimed Roof Decking** - Prime with this product. **Concrete and Masonry** - Cure at least 30 days before painting. pH must be 10.0 or lower. Roughen unusually slick poured or precast concrete by acid etching or sandsweeping. Follow acid manufacturer's application and safety instructions. Rinse thoroughly with water and allow to dry. Remove loose aggregate. Prime with this product. Fill concrete block with latex filler 3010 or 4000. **Drywall** - Prime with this product. **Wood** - Sand smooth and dust clean. Prime with this product.

PREVIOUSLY PAINTED SURFACES: Wash to remove contaminants. Rinse thoroughly with water and allow to dry. Dull

glossy areas by light sanding. Remove sanding dust. Remove loose paint. Remove all mildew by washing with a solution of 16 oz (473 mL) liquid household bleach and two oz (59 mL) non-ammoniated liquid detergent per gallon (3.785 L) of water. Rinse surfaces clean with water and allow to dry for 24 hours. Wire brush severe rusty areas and prime these areas with waterborne metal primer 4020 or solventborne metal primer 4160 or 4100. Prime bare areas with primer specified under **NEW SURFACES**.

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

DIRECTIONS FOR USE

TINTING: May be tinted with up to two oz/gal of ICI Colorants.

SPREADING RATE: Apply at 288-385 sq ft/gal (7-9 m²/L) or 4.4-5.9 mils wet (1.5-2.0 mils dry). Allow for normal application losses and surface irregularities. For best hiding, tint primers toward finish coat color. Certain shades of yellow, orange, pink and red may require multiple coats.

APPLICATION: Mix thoroughly before use. Spray only. No thinning required. For airless spray, use a .017" tip. Adjust pressure as needed. Do not use the same hose to spray both waterborne and solventborne paints without a thorough cleaning, as gumming may result. Do not apply in damp weather or when surface or air temperature is below 50°F (10°C).

IMPORTANT: Enclosed areas must be ventilated well to minimize excessive moisture build-up during application that can adversely affect dry time, dry fog characteristics and adhesion. For best adhesion maximum film thickness must be less than 4.0 mils dry (12 mils wet).

DRYING TIME: At 77°F (25°C) and 50% R.H., dries to touch in 15 minutes and to recoat in two hours. Dry fallout is 10 feet (3.3 m). Low temperature, high humidity, thick films or poor ventilation will increase these times and dry fallout distances. Therefore, a test application to determine if drying performance is satisfactory for a given application is recommended.

CLEAN-UP: Clean immediately with warm, soapy water. After cleaning, be sure to flush spray equipment with solvent to prevent rusting, following manufacturer's instructions.

PRECAUTIONS

WARNING! CAUSES EYE, SKIN AND RESPIRATORY TRACT IRRITATION. CONTAINS CRYSTALLINE SILICA WHICH CAN CAUSE LUNG CANCER AND OTHER LUNG DAMAGE IF INHALED. CONTAINS MICA WHICH MAY CAUSE PNEUMOCONIOSIS. MAY BE HARMFUL IF SWALLOWED. WHEN TINTED, CONTAINS ETHYLENE GLYCOL WHICH CAN CAUSE SEVERE KIDNEY DAMAGE WHEN INGESTED AND HAS BEEN SHOWN TO CAUSE BIRTH DEFECTS IN LABORATORY ANIMALS. USE ONLY WITH ADEQUATE VENTILATION. KEEP OUT OF THE REACH OF CHILDREN. For emergency information call (800) 545-2643. If sanding is done, wear a dust mask to avoid breathing of sanding dust. Do not breathe vapors or spray mist. If you experience eye watering, headaches, or dizziness, leave the area. If properly used, a respirator may offer additional protection. Obtain professional advice before using. Close container after each use. **FIRST AID:** In case of skin contact, wash off quickly with plenty of soap and water, remove contaminated clothing. For eye contact flush immediately with large amounts of water, for at least 15 minutes. Obtain emergency medical treatment. If swallowed, obtain medical treatment immediately. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs, get medical help.,KEEP FROM FREEZING. Note: These warnings encompass the product series. Prior to use, read and follow product-specific MSDS and label information.

05111-0797

SHIPPING

FREIGHT CLASSIFICATION:
Paint, Freezable

PACKAGING:
5 gallons (18.925 L)
53 gallons (200.605 L)

FLASH POINT:
None



ICI Paints Strongsville Ohio 44136

1-800-954-5444 • www.icipaints.com

LIMITATION OF LIABILITY: To the best of our knowledge, the technical data contained herein are true and accurate at the date of issuance but are subject to change without prior notice. We guarantee our product to conform to the specifications contained herein. WE MAKE NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Liability, if any, is limited to replacement of the product or refund of the purchase price. LABOR OR COST OF LABOR AND OTHER CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.

1280-1200 - 12/07



ICI Paints

MATERIAL SAFETY DATA SHEET

prepared 10/27/08

HAZARDS IDENTIFICATION (ANSI Section 3)

Primary route(s) of exposure : Inhalation, skin contact, eye contact, ingestion.

Effects of overexposure :

Inhalation : Irritation of respiratory tract. Prolonged inhalation may lead to headache, nausea, vomiting, diarrhea, coughing, metallic taste, fever and chills, dehydration.

Skin contact : Irritation of skin.

Eye contact : Irritation of eyes.

Ingestion : Irritation may cause gastro-intestinal disturbances.

Medical conditions aggravated by exposure : Eye, skin, respiratory disorders, asthma-like conditions.

FIRST-AID MEASURES (ANSI Section 4)

Inhalation : Remove to fresh air. Restore and support continued breathing. Get emergency medical attention. Have trained person give oxygen if necessary. Get medical help for any breathing difficulty. Remove to fresh air if inhalation causes eye watering, headaches, dizziness, or other discomfort.

Skin contact : Wash thoroughly with soap and water. If any product remains, gently rub petroleum jelly, vegetable or mineral/baby oil onto skin. Repeated applications may be needed. Remove contaminated clothing. Wash contaminated clothing before re-use.

Eye contact : Flush immediately with large amounts of water, especially under lids for at least 15 minutes. If irritation or other effects persist, obtain medical treatment.

Ingestion : If swallowed, obtain medical treatment immediately.

FIRE-FIGHTING MEASURES (ANSI Section 5)

Fire extinguishing media : Dry chemical or foam water fog. Closed containers may burst if exposed to extreme heat or fire. May decompose under fire conditions emitting irritant and/or toxic gases.

Fire fighting procedures : Water may be used to cool and protect exposed containers. Firefighters should use full protective clothing, eye protection, and self-contained breathing apparatus. Self-contained breathing apparatus recommended.

Hazardous decomposition or combustion products : Carbon monoxide, carbon dioxide, oxides of sulfur, toxic gases.

ACCIDENTAL RELEASE MEASURES (ANSI Section 6)

Steps to be taken in case material is released or spilled : Comply with all applicable health and environmental regulations. Ventilate area. Spills may be collected with absorbent materials. Place collected material in proper container. Complete personal protective equipment must be used during cleanup.

HANDLING AND STORAGE (ANSI Section 7)

Handling and storage : Store below 100F (38C). Keep from freezing.

Other precautions : Use only with adequate ventilation. Do not take internally. Keep out of reach of children. Avoid contact with skin and eyes, and breathing of vapors. Wash hands thoroughly after handling, especially before eating or smoking. Keep containers tightly closed and upright when not in use. Avoid conditions which result in formation of inhalable particles such as spraying or abrading (sanding) painted surfaces. If such conditions cannot be avoided, use appropriate respiratory protection as directed under exposure controls/personal protection.

EXPOSURE CONTROLS/PERSONAL PROTECTION (ANSI Section 8)

Respiratory protection : Control environmental concentrations below applicable exposure standards when using this material. When respiratory protection is determined to be necessary, use a NIOSH/MSHA (Canadian 294.4) Approved elastomeric sealing- surface facemask respirator outfitted with organic vapor cartridges and paint spray (dust/mist) prefilter. Determine the proper level of protection by conducting appropriate air monitoring. Consult 29CFR1910.134 For selection of respirators (Canadian 294.4).

Ventilation : Provide dilution ventilation or local exhaust to prevent build-up of vapors. Personal protective equipment : Eye wash, safety shower, safety glasses or goggles. Impervious gloves, impervious clothing.

STABILITY AND REACTIVITY (ANSI Section 10)

Under normal conditions : Stable see section 5 fire fighting measures

Materials to avoid : Oxidizers, Nitrates.

Conditions to avoid : Elevated temperatures, contact with oxidizing agent, freezing, open flame.

Hazardous polymerization : Will not occur

TOXICOLOGICAL INFORMATION (ANSI Section 11)

Supplemental health information : Prolonged inhalation of mites may cause pneumoconiosis. Symptoms may include a progressive dry cough, shortness of breath on exertion, decreased chest expansion, weakness and weight loss. Other effects of overexposure may include toxicity to lungs.

Carcinogenicity : Inhalation of non-asbestiform cosmetic grade talc for 2 years at 6 and 18 mg/m³ produced clear evidence of carcinogenicity in female rats (lung and adrenal tumors) and some evidence of carcinogenicity in male rats (adrenal tumors). No evidence of carcinogenicity was demonstrated in male and female mice exposed under the same conditions. Microscopic examination of the lungs of rats and mice exposed to talc revealed additional exposure related effects primarily associated with the inflammatory response. The international agency for research on cancer (IARC) has concluded that untreated and mildly treated mineral oils are carcinogenic to humans (group 1) based on sufficient evidence of carcinogenicity in humans and laboratory animals. Exposure to mineral oils in a variety of occupations has been strongly and consistently associated with the occurrence of skin cancer, especially of the scrotum. Highly re-fined oils, which are more representative of oils currently used in industry, are unclassifiable as carcinogens (group 3) based on inadequate evidence in humans and animals. The international agency for research on cancer (IARC) has classified carbon black as possibly carcinogenic to humans (group 2b) based on sufficient evidence in animals and inadequate evidence in humans. In a lifetime inhalation study, exposure to 250 mg/m³ titanium dioxide resulted in the development of lung tumors in rats. These tumors occurred only at dust levels that overwhelmed the animals' lung clearance mechanisms and were different from common human lung tumors in both type and location. The relevance of these findings to humans is unknown but questionable. The international agency for research on cancer (IARC) has classified titanium dioxide as possibly carcinogenic to humans (group 2b) based on inadequate evidence of carcinogenicity in humans and sufficient evidence of carcinogenicity in experimental animals.

Reproductive effects : No reproductive effects are anticipated
Mutagenicity : No mutagenic effects are anticipated
Teratogenicity : No teratogenic effects are anticipated

ECOLOGICAL INFORMATION (ANSI Section 12)

No ecological testing has been done by ICI paints on this product as a whole.

The information contained herein is based on data available at the time of preparation of this data sheet which ICI Paints believes to be reliable. However, no warranty is expressed or implied regarding the accuracy of this data. ICI Paints shall not be responsible for the use of this information, or of any product, method, or apparatus mentioned and you must make your own determination of its suitability and completeness for your own use, for the protection of the environment, and the health and safety of your employees and the users of this material. Complies with OSHA hazard communication standard 29CFR.1910.1200.

DISPOSAL CONSIDERATIONS

(ANSI Section 13)

Waste disposal : Dispose in accordance with all applicable regulations. Avoid discharge to natural waters.

REGULATORY INFORMATION

(ANSI Section 15)

As of the date of this MSDS, all of the components in this product are listed (or are otherwise exempt from listing) on the TSCA inventory. This product has been classified in accordance with the hazard criteria of the CPR (controlled products regulations) and the MSDS contains all the information required by the CPR.

Physical Data (ANSI Sections 1, 9, and 14)

Product Code	Description	Wt. / Gal.	VOC gr. / litr.	% Volatile by Volume	Flash Point	Boiling Range	HMS	DOT, proper shipping name
1280-1200	sp32ymaster-p10 uni-grip w/b acrylic flat dr/fall white	11.61	49.91	63.82	none	209-212	110	paint ** protect from freezing **
1280-9990	sp32ymaster-wb aquacrylic dryfall flat, black	10.66	29.76	66.52	none	212-212	310	paint ** protect from freezing **

Ingredients

Product Codes with % by Weight (ANSI Section 2)

Chemical Name	Common Name	CAS. No.	1280-1200	1280-9990
mica	mica	12001-26-2	5-10	5-10
antigorite	antigorite	12135-86-3	1-5	5-10
carbon black	carbon black	1333-86-4		1-5
titanium oxide	titanium dioxide	13463-67-7	10-20	5-10
tremolite, nonasbestosiform	tremolite	14567-73-8	5-10	5-10
falc	falc	14807-96-6	1-5	1-5
anthophyllite, nonasbestosiform	anthophyllite	17066-78-9		-1-1.0
distillates, petroleum, hydrofreated heavy naphthenic	petroleum hydrocarbon	64742-52-5	40-50	50-60
water	water	7732-18-5	10-20	10-20
styrene acrylic copolymer	styrene acrylic copolymer	Sup. Conf.		

Chemical Hazard Data

(ANSI Sections 2, 8, 11, and 15)

Common Name	CAS. No.	ACGIH-TLV		OSHA-PEL		S.R.		H	M	I	O
		8-Hour TWA	STEL	C	S	Std.	S3				
mica	12001-26-2	3 mg/m3	not est.	n	n	n	n				
antigorite	12135-86-3	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n
carbon black	1333-86-4	3.5 mg/m3	not est.	n	n	n	n				
titanium dioxide	13463-67-7	10 mg/m3	not est.	n	n	n	n				
tremolite	14567-73-8	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n
falc	14807-96-6	2 mg/m3	not est.	n	n	n	n				
anthophyllite	17066-78-9	not est.	not est.	not est.	not est.	not est.	not est.	n	n	n	n
petroleum hydrocarbon	64742-52-5	5 mg/m3	10 mg/m3	not est.	not est.	not est.	not est.	n	n	n	n

Footnotes:
 C=Concentration that should not be exceeded, even instantaneously.
 S=Skin - Additional exposure over and above skin absorption may result from skin absorption.

CC=CERCLA Chemical
 C=Confidential
 Sup=Supplier Confidential

ppm=parts per million
 cu= cubic meter
 Sup=Supplier Confidential

S2=Safe Section 302 EHS
 S3=Safe Section 313 Chemical
 S.F.S=Supplier Recommended Standard

H=Hazardous Air Pollutant, M=Metallic Pollutant
 P=Pollutant, S=Severe Pollutant
 C=Controlled by EPA
 N=TP, I=ATC, C=CSHA, Y=yes, I=no

A PDF version of the Paint Specifications can also be viewed on the following web link <https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23799>

SECTION C

BUILDING WAGE SCALE

A PDF version of TITS Building Wage Scale can be viewed on the following web link:
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23799>

GENERAL CONDITIONS Document 00700

A PDF version of the General Conditions can be viewed on the following web link:
<https://purchasing.houstontx.gov/buyer/BidDocumentManager.aspx?id=C23799>

Document 00800

SUPPLEMENTARY CONDITIONS

The following Paragraphs amend and supplement the 2005 edition of General Conditions. Unaltered portions of General Conditions remain in effect.

ARTICLE 3 - THE CONTRACTOR

3.5 *LABOR: Insert the following Paragraph 3.5.3.1.1.*

3.5.3.1.1 Contractor shall make good faith efforts to comply with the City ordinances regarding Minority and Women Business Enterprises (MWBE) and Persons with Disabilities Business Enterprises (PDBE) participation goals which are as follows:

- .1 the MWBE goal is 0 percent, and
- .2 the PDBE goal is 0 percent.

3.28 **CONTRACTOR DEBT**

3.28.1 **IF CONTRACTOR, AT ANY TIME DURING THE TERM OF TITS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY CITY CONTROLLER IN WRITING. IF CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, IT SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER TITS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE.**

ARTICLE 8 - TIME

8.1 *PROGRESS AND COMPLETION: Delete Paragraph 8.1.6. and replace with the following 8.1.6.*

8.1.6.1 Contractor shall credit the City by Change Order for inspection services for overtime work or work performed on Sundays or Legal Holidays. The amount Contractor credits the City will be **\$50.00 per hour** per inspector for inspection services.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 *UNIT PRICE WORK: Delete Section 9.1 in its entirety and insert the following Section 9.1.*

9.1 References to Unit Prices in individual Specification sections are not applicable to the Contract. Include payment for portions of the Work required by these sections in the Stipulated Price for the Contract.

9.12 LIQUIDATED DAMAGES: Insert the following Paragraph 9.12.1.1.

9.12.1.1 The amount of liquidated damages provided in General Conditions Paragraph 9.12.1 payable by Contractor or Surety for each and every day of delay beyond Contract Time, are \$500.00 per day.

ARTICLE 11 - INSURANCE AND BONDS

11.2 *INSURANCE TO BE PROVIDED BY CONTRACTOR: Delete Paragraph 11.2.8. and replace with the following 11.2.8.*

11.2.1.4 Contractor shall provide Owners and Contractor's Protective Liability Insurance only if the contractor's bid price is equal to or greater than \$100,000.00.

11.2.8 *Endorsement of Primary Insurance:* Each policy except Workers' Compensation Insurance must contain an endorsement that the policy is primary insurance to any other insurance available to additional insured with respect to claims arising under the Contract.

CITY OF HOUSTON -- BIDDER'S BOND

(Must be in an amount at least 10% of the bid. If the bid is upon alternates tith bond must be for at least 10% of the highest amount for which the bidder offers to do any or all the work bid upon.)

THE STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT WE, _____ as principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of \$ _____ Dollars (\$ _____).

The condition of tith obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston its or its bid for the doing for the City of Houston of certain work and construction of which the following is a brief description, to-wit: ---

Bid No. S50-C23799

Interior Painting at the George R. Brown Convention Center

in accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of tith obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of tith bid.

Executed tith _____ day of _____, A.D. 2010.

PRINCIPAL

By _____

By _____

Surety

ONE-YEAR MAINTENANCE BOND

THAT WE, _____, as Principal, hereinafter called Contractor, and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation, in the sum of \$_____, for the payment of which sum well and truly to be made to the City of Houston and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF TITS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about tits day executed a Contract in writing with the City of Houston for _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of tits instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall comply with the provisions of Paragraph 11.5.1 of the General Conditions, and correct work not in accordance with the Contract documents discovered within the established one-year period, then tits obligation shall become null and void, and shall be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed tits instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

Tits Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date

PERFORMANCE BOND

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston (the "City"), a municipal corporation, in the penal sum of \$_____ for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF TITS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about tits day executed a Contract in writing with the City for _____, _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of tits instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with tits Bond, then tits obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done hereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done hereunder; and that such changes, if made, shall not in any way vitiate the obligation in tits Bond and undertaking or release the Surety there from.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and save harmless the City from any liability, loss, cost, expense, or damage arising

out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

Tits Bond and all obligations created hereunder shall be performable in Harris County, Texas. Tits Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by tits reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

EXECUTED in multiple originals tits _____ day of _____, 20_____.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not corporation)

(Name of Principal)

(Address of Principal)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

ATTEST/SEAL

SURETY WITNESS:

(Name of Surety)

(Address of Surety)

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

REVIEWED:

Tits Bond has been reviewed as to form by the undersigned Paralegal and has been found to meet established Legal Department criteria.

Date

Paralegal

STATUTORY PAYMENT BOND

THAT WE, _____, as Principal, hereinafter called Contractor and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Houston, a municipal corporation, in the sum of \$_____ for the payment of which sum, well and truly to be made to the City of Houston, and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, jointly and severally.

THE CONDITIONS OF TITS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about tits day executed a contract in writing with the City of Houston for _____, _____, all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Council, all of which are made a part of tits instrument as fully and completely as if set out in full herein;

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, tits obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that tits Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on tits Bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed tits instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
WITNESS: (if not a corporation)

Name of Contractor

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/SURETY WITNESS:
(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name:
Title:
Date:

By: _____
Name:
Title: Attorney-in-Fact
Date:

Tits Ordinance or Contract has been reviewed as to form by the undersigned legal assistant and have been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

Legal Assistant

Date