

**CITY OF BEAUMONT**

**PUBLIC WORKS AGREEMENT**

Mariscal Painting, Inc.

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and effective August 17, 2021, by and between the City of Beaumont, a municipal corporation (“CITY”), and Mariscal Painting Inc., a California corporation, 9220 Klingerman St., South El Monte, CA 91733 (“CONTRACTOR”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. SCOPE OF WORK**

The CONTRACTOR shall perform within the time set forth in Article 2 of this Agreement and shall furnish all labor, materials, equipment, tools, utility services, and transportation and perform and complete all work required in connection with the **City Hall Repaint and Stucco Project** (hereinafter “Project”). CITY’s Invitation for Bids (“Invitation”) for the Project, released June 2, 2021, and CONTRACTOR’s Bid in response to the Invitation, dated July 6, 2021, are attached hereto as Exhibits “A” and “B”, respectively and incorporated herein by this reference. The Scope of Work for the Project is set forth in the Invitation.

By entering into this Agreement, CONTRACTOR acknowledges that there may be other contractors on the site whose work will be coordinated with that of its own. CONTRACTOR expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interfere with the work of other separate contractors, the CITY, the Construction Manager, the Engineer, or utilities. CONTRACTOR also expressly agrees that, in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the separate contractor. To the extent allowed by law, the CONTRACTOR will have no remedy, and hereby expressly waives any remedy against the CITY, the Construction Manager (if any), and the Engineer on account of delay, hindrance, interference or other events.

**II. TIME FOR PROJECT COMPLETION**

This Agreement is effective as of the date first above written and shall continue until completion of the services (“Services”) provided for in the Proposal. All work shall commence ten (10) calendar days after receiving a written Notice of Award from the CITY or Construction Manager, if a Construction Manager is employed by CITY on the Project. CONTRACTOR shall refer to the invitations for bids, and Project Plans and Specifications,

all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations.

Contractor shall complete the Services no later than 60 days after Notice of Award is issued from the City.

**III. THE CONTRACT SUM**

The CITY shall pay to the CONTRACTOR for the performance of this Agreement, subject to any additions and deductions provided in the Project documents, the sum of \$67,133.

**IV. PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Engineer by the CONTRACTOR and Certificates for Payment issued by the Engineer, the CITY shall make progress payments on account of the Contract Sum to the CONTRACTOR as provided in the General Conditions, which are fully incorporated into this Agreement by this reference.

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

**V. INDEMNITY, DEFENSE AND HOLD HARMLESS AGREEMENT**

A. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless or wrongful performance. It is expressly

understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

- B. CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits

**PUBLIC WORKS AGREEMENT**

required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

## **VI. PREVAILING WAGES**

- A. Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made By the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County. Wage rates shall conform with those posted at Beaumont City Hall and the Project site.
- B. The following Labor Code sections are hereby referenced and made a part of this Agreement:
  - 1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
  - 2. Section 1777.4 - Apprenticeship Requirements.
  - 3. Section 1777.5 - Apprenticeship Requirements.
  - 4. Section 1813 - Penalty for Failure to Pay Overtime.
  - 5. Sections 1810 and 1811 - Working Hour Restrictions.
  - 6. Section 1775 - Payroll Records.
  - 7. Section 1773.8 - Travel and Subsistence Pay.

## **VII. RECORD AUDIT**

In accordance with Government Code, Section 8546.7, records of both the CITY and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

## **VIII. FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the CITY to the CONTRACTOR no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the Engineer.

**IX. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT**

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if the CONTRACTOR for a period of three (3) calendar days after receipt of written demand from CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against the CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or the CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties, provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

**X. INSURANCE**

Prior to the beginning of and throughout the duration of the Project, CONTRACTOR and its subcontractors shall maintain insurance in conformance with the requirements set forth below. CONTRACTOR will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so.

CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to CONTRACTOR or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

**A. Types of Insurance**

Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

- 1. General liability insurance.** CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services

Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

2. **Automobile liability insurance.** CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
3. **Umbrella or excess liability insurance.** If CONTRACTOR is using umbrella coverage to meet part of its liability insurance requirements under Paragraph 1 of this Section, CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury, completed operations and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer’s liability. Such policy or policies shall include the following terms and conditions:
  - A drop down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
  - Pay on behalf of wording as opposed to reimbursement;
  - Concurrency of effective dates with primary policies;
  - Policies shall “follow form” to the underlying primary policies; and
  - Insureds under primary policies shall also be insureds under the umbrella or excess policies.
4. **Workers’ compensation insurance.** CONTRACTOR shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000) for CONTRACTOR’s employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers’ Compensation Insurance and Employer’s Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor’s employees.

CONTRACTOR shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

- 5. Pollution liability insurance.** Environmental Impairment Liability Insurance shall be written on a CONTRACTOR's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as insureds under the policy.

- 6. Builder's risk insurance.** Upon commencement of construction and with approval of CITY, CONTRACTOR shall obtain and maintain builder's risk insurance for the entire duration of the Project until only the CITY has an insurable interest. The Builder's Risk coverage shall include the coverages as specified below.

The named insureds shall be CONTRACTOR and CITY, including its officers, officials, employees, and agents. All Subcontractors (excluding those solely responsible for design Work) of any tier and suppliers shall be included as additional insureds as their interests may appear. CONTRACTOR shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to CITY. The policy shall contain a provision that all proceeds from the builder's risk policy shall be made payable to the CITY. The CITY will act as a fiduciary for all other interests in the Project.

Policy shall be provided for replacement value on an "all risk" basis for the completed value of the project. There shall be no coinsurance penalty or provisional limit provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, Nonconforming Work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) Ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) Ocean marine cargo coverage insuring

any Project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site or any staging area. Such insurance shall be on a form acceptable to CITY to ensure adequacy of terms and sub-limits and shall be submitted to the CITY prior to commencement of construction.

**B. Other provisions or requirements**

- 1. Proof of insurance.** CONTRACTOR shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by CITY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 2. Duration of coverage.** CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.
- 3. Primary/noncontributing.** Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- 4. CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement.
- 5. Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact



business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's risk manager.

- 6. Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- 7. Enforcement of contract provisions (non estoppel).** CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- 8. Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- 9. Notice of cancellation.** CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- 10. Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY, and the County of Riverside, and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- 11. Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include

any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- 12. Separation of insureds.** A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- 13. Pass through clause.** CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.
- 14. CITY's right to revise requirements.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- 15. Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.
- 16. Timely notice of claims.** CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- 17. Additional insurance.** CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**XI. CONTRACTOR'S LICENSE**

CONTRACTOR must possess at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing. CONTRACTOR shall ensure that any subcontractor working on the Project possesses at the time of commencing work and throughout the Project duration, a Contractor's License, issued by the State of California, which is current and in good standing.

**XII. REGISTRATION REQUIREMENTS**

A. Pursuant to Section 1771.1(a) of the Labor Code:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

B. CONTRACTOR must be registered with the Department of Industrial Relations (DIR) of the State of California in order to be eligible to work on public works projects. CONTRACTOR must ensure registration with the DIR that is active and in good standing.

C. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

C. The CONTRACTOR is not subject to public works requirements (including registration with the DIR) if the public works project is under \$1,000, unless the CITY knows that the same CONTRACTOR will be awarded total project costs in excess of \$1,000 for a given year.

**XIII. CORPORATION IN GOOD STANDING**

If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Zoran Djuric whose title is President is authorized to act for and bind the corporation.

**XIV. PROVISIONS REQUIRED BY LAW**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

**XV. SUBSURFACE HAZARDOUS MATERIALS**

- A. In the event trenches or other excavations extend deeper than four (4) feet below the surface, the CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing of any:
1. Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II or Class III disposal site in accordance with the provisions of existing law.
  2. Subsurface or latent physical conditions at the site differing from those indicated.
  3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the CONTRACT.
- B. Upon receipt of said notification the CITY will investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of or the time required for performance of any part of the work, the CITY will issue a change order under the procedures described in the General Conditions.
- C. In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste or cause a decrease or increase in the CONTRACTOR's cost of or time required for performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all work to be performed under the Agreement. The CONTRACTOR shall retain any and all rights provided either by Agreement or by law which pertain to the resolution of disputes and protests between the contracting parties.

**XVI. COMPONENT PARTS OF THE CONTRACT**

This Agreement entered into consists of the following CONTRACT DOCUMENTS, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

- |  |   |
|--|---|
| <input type="checkbox"/> Notice Inviting Bids                | <input type="checkbox"/> Information Required of Bidder     |
| <input type="checkbox"/> Scope of Work Summary               | <input type="checkbox"/> Construction Services Agreement    |
| <input type="checkbox"/> Information for Bidders             | <input type="checkbox"/> Certificate Regarding Worker's     |
| <input type="checkbox"/> Bid Form                            | <input type="checkbox"/> Compensation                       |
| <input type="checkbox"/> Non-Collusion Affidavit             | <input type="checkbox"/> Drug-free Workplace Certification  |
| <input type="checkbox"/> Site Visit Certification            | <input type="checkbox"/> Plans and Specifications           |
| <input type="checkbox"/> Faithful Performance Bond           | <input type="checkbox"/> Addenda                            |
| <input type="checkbox"/> Labor and Materials Payment Bond    | <input type="checkbox"/> Drawings                           |
| <input type="checkbox"/> General and Supplemental Conditions | <input type="checkbox"/> Change Orders                      |
| <input type="checkbox"/> Special Conditions                  | <input type="checkbox"/> Shop Drawing Transmittals          |
| <input type="checkbox"/> Project Construction Schedule       | <input type="checkbox"/> Contractor's Certificate Regarding |
| <input type="checkbox"/> Proposed Subcontractors             | <input type="checkbox"/> Non-Asbestos Containing Materials  |
| <input type="checkbox"/> Bid Bond                            |   |

All of the above named CONTRACT DOCUMENTS are intended to be complementary. Work required by one of the above named CONTRACT DOCUMENTS and not by others shall be done as if required by all.

**XVII. ENTIRE CONTRACT**

This Agreement constitutes the entire contract of the parties. No other agreements or contracts, whether oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties.

[Signatures on following page.]

**SIGNATURE PAGE TO**

**CITY OF BEAUMONT  
PUBLIC WORKS AGREEMENT**

Mariscal Painting, Inc.

**CITY:**

CITY OF BEAUMONT

By: \_\_\_\_\_  
Mike Lara, Mayor

**CONTRACTOR:**

Mariscal Painting, Inc.

By: \_\_\_\_\_  
Print Name: Jesus Mariscal  
Title: President

**ATTEST:**

By: \_\_\_\_\_  
Steven Mehlman, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
John O. Pinkney, City Attorney

**CITY OF BEAUMONT**  
**PUBLIC WORKS AGREEMENT**

Mariscal Painting, Inc.

**EXHIBIT "A"**

CITY'S REQUEST FOR BIDS

Published June 2, 2021

(Insert behind this page.)

**CITY OF BEAUMONT  
NOTICE INVITING BIDS**

The City of Beaumont, Community Services Department (“City”) will receive bids for the **CITY HALL REPAINT AND STUCCO PROJECT** at CITY HALL (located at 550 E. 6<sup>th</sup> Street, Beaumont, California, 92223), no later than **4:00 P.M., on Wednesday, June 23, 2021**, at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

**Mandatory Job Walk**

A **mandatory pre-bid meeting** will be held on **Monday, June 14, 2021**, at 9:00 AM at City Hall, Room 4, at 550 E. 6<sup>th</sup> Street, Beaumont, California, 92223. Bids will not be accepted from any bidder who does not attend or remain for the duration of the mandatory pre-bid meeting.

**Bid Submittal**

Bids must be submitted on the City’s Bid Forms. Bids must be prepared on the approved Bid forms and in the manner prescribed in the Instructions to Bidders. Bids must be submitted in a sealed envelope which is plainly marked on the outside with the following:

**CITY HALL REPAINT AND STUCCO PROJECT**

Bidders will receive sample contract documents and bid documents listed below at the mandatory Pre-Bid meeting on Monday, June 14, 2021. The documents will also be uploaded to PublicPurchase.com after the meeting.

Each bid shall be accompanied by the Non-Collusion Affidavit, the List of Proposed Subcontractors, and all additional documentation required by the Instructions to Bidders.

**SCOPE: Apply new stucco coat to all existing exterior walls at City Hall. Re paint entire building of City Hall to include all doorways, door frames, windowsills, trim, and walls. Paint to be used will be commercial grade exterior paint. This is a prevailing wage project.**

**Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)**

The City of Beaumont hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit Bids in response to this Notice, and that minorities nor minority business enterprises will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.



### **Contractor License**

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract:

Bidders shall possess the following California Contractor's license in order to perform the Work of this Project:

**Class "B" OR a Class C-33 OR a letter from Contractor's Licensing Board** outlining the combination of various licenses necessary to perform all the work at the time the bid is submitted to the City.

Pursuant to Public Contract Code Section 3400(b), if the City has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names will be set forth in the Special Conditions.

### **Award of Contract**

The City shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone by the City. **The anticipated award date is Tuesday, July 20, 2021.** The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

**The awarded bidder will be required to begin work by August 1, 2021.**

For further information, please contact:

Doug Story, Community Services Department

E-mail: [dstory@beaumontca.gov](mailto:dstory@beaumontca.gov)

**CITY OF BEAUMONT**

**ADDENDUM NO. 1**

TO THE BIDDING DOCUMENTS & CONTRACT,

**CITY HALL REPAINT AND STUCCO PROJECT**

Bidders are advised that the BID SCHEDULE for the above referenced project are hereby amended in the following manner and the following manner only:

1. The Bid Opening date has been extended to July 9, 2021 at 11:00 a.m.
2. The Following Bid Documents have been uploaded and are required upon submittal:
  - a. Bid Form/Bid Schedule
  - b. Non-Collusion Affidavit
  - c. List of Proposed Subcontractors
  - d. Acknowledgement of Addendum No. 1
3. Elastomeric Exterior Repaint Specification Sheet (53 pages)
4. Color Samples as related to color diagram distributed at Pre-Bid meeting

Dated: June 21, 2021

By: \_\_\_\_\_  
Doug Story, Assistant Director of Community Services

By: \_\_\_\_\_  
(Bidder's Company Name)

Date Received by Bidder: \_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Type or Print Name)

*Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.*

# BID FORM

NAME OF BIDDER: \_\_\_\_\_

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

## City Hall Paint and Stucco Project BID SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price	
1	Mobilization	LS	1		
2	Demobilization	LS	1		
3	Stucco	LS	1		
4	Paint	LS	1		
				<b>Total</b>	

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

### TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ \_\_\_\_\_

\_\_\_\_\_  
Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail. The undersigned agrees that this Bid Form constitutes a firm offer to City of Beaumont which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City of Beaumont and a third party, whichever is earlier. The Contract duration shall commence on the date stated in City of Beaumont's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City of Beaumont's Notice to Proceed.

\_\_\_\_\_  
Name/Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## Non-Collusion Affidavit

*State of California Compliance Form §7106.  
Any public works contract of a public entity shall  
sign the following declaration with submitted bid.*

State of ( California )

County of \_\_\_\_\_ ) ss.

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## **EXTERIOR REPAINT SPECIFICATION**

### **PROJECT:**

**BEAUMONT CIVIC CENTER**

550 E. 6<sup>TH</sup>. Street, Beaumont, CA 92223

### **PAINT MANUFACTURER:**

BEHR Paint Company

1801 E. St. Andrew Place, Santa Ana, CA 92705

### **PREPARED BY:**

Jonathan A. Juárez, CSI, CDT

Architectural & Design Manager

BEHR Paint Company

213-312-7516

June 21, 2021



PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Furnish all materials, labor and equipment required to complete all cleaning surface preparation and field application of the specified paint systems.
- B. Thoroughly examine these specifications, site of work and conditions under which all work will be performed before submitting a proposal.
  - 1. Surfaces that cannot be prepared or painted as specified shall be brought to the attention of the Owner/Owner's Representative. Notification of any such concern must be presented in writing.

1.02 AREAS TO BE PAINTED

- A. Previously painted exterior masonry, metal, and wood.

1.03 AREAS EXCLUDED FROM PAINT APPLICATION

- A. To be announced at job walk/bid conference.

1.04 QUALITY ASSURANCE/WORKMANSHIP

- A. All work to be performed by experienced skillful craftsmen to assure finished work of first-class quality and durability.
  - 1. Minimum of 5 years' experience in the successful preparation and application of paint and/or coatings.
- B. Field Samples: Prepare Field Samples for Owner or Owner's Representative's review to establish requirements for surface preparation techniques, application workmanship, color, sheen, and finish texture.
- C. Field Samples shall consist of the following:
  - 1. Provide a minimum of 25 square foot sample of each paint system, color, and texture on provided wall surface, determined by the Owner or Owner's Representative.
- D. Maintain field sample accessible to serve as a standard of quality for this Section.
- E. All paints and coatings shall be mixed and applied in strict accordance with manufacturers printed instructions.
- F. All work shall be done under favorable weather conditions. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.
- G. Maintain on-site, one copy of specification/installation related reference documents.

- H. Comply with all applicable laws, codes, and regulations.
- I. Provide continuous dust control as required to protect all surrounding areas.
- J. Surfaces subject to moisture exposure are to be tested with a moisture meter by the Paint Contractor prior to paint system applications.
- K. Coordinated with the Owner/Owner's Representative before using noisy equipment such as water pressure washer, compressor, generators, etc.

#### 1.05 DELIVERY, STORAGE AND HANDLING

- A. Comply with Manufacturer's ordering instructions and lead-time requirements to avoid construction delays.
- B. Deliver products in original, unopened containers, labeled with product identification, manufacturer, and batch number.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Store and dispose materials in accordance with requirements of local authorities having jurisdiction.
- E. Handle products in accordance with Manufacturer's printed instructions. Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

#### 1.06 WARRANTY

- A. Approval of warranty period and confirmation of system compatibility with substrate is required prior to system application. Application of coating without prior notice will not constitute acceptance by manufacturer of inspection and guarantee procedure.
- B. Schedule a minimum of 3 job site inspections by manufacturer's authorized representative, first scheduled before application of product.

#### 1.07 MAINTENANCE

- A. Extra Materials: At completion of project provide Owner/Owner's representative 1 gallon of unopened finish material of each color used. Packaging shall bear the following legible information: color name, color number and color placement.

### PART 2 – PRODUCTS

#### 1.01 MATERIALS

- A. Basis-of-Design Product: Provide products manufactured or distributed by The BEHR Paint Company, 1801 E. Saint Andrew, Santa Ana, CA 92705; Website: [www.Behr.com](http://www.Behr.com)



## 2.02 COLORS

- A. The Owner/Owner's Representative will provide color selections for all areas to be painted.
- B. Dark Coats and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

## 2.03 MIXING AND TINTING

- A. Unless otherwise instructed, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint.
  - 1. Do not begin application until unsatisfactory conditions have been corrected.
  - 2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

### 3.02 SURFACE PREPARATION

- A. Masonry – Pressure wash clean (Per NACE Standard RP-01-72) all areas to be painted to remove all dirt, dust loose particles, foreign material, mildew, fungus, chalk, defective coatings, and all surface contaminants that will interfere with adhesion of subsequent coats, without damaging the substrate or adjacent areas. Allow to dry thoroughly before painting. Repair any holes, spalled and damaged stucco with appropriate repair materials.
- B. Non-Ferrous Metal – Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Begin by removing all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Do not use hydrocarbon solvents for cleaning. Spot prime all exposed or bare metal the same day.
- C. Ferrous Metal – Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface by Solvent Cleaning per SSPC-SP1.
  - 1. Spot prime all exposed or bare metal within 1 hour.
  - 2. All glossy or slick surfaces to be de-glossed by sanding to create sufficient profile or chemical de-glosser per manufacturer's label.
- D. Wood - Pressure Wash to remove dirt contaminants, dust and loose or peeling paint. Remove peeling paint with wire brush, scraper or sanding as necessary to provide a smooth surface for paint application. Abrade glossy slick surfaces to provide good adhesion of subsequent coats.

### 3.03 INSTALLATION

- A. Apply all coatings and materials using methods recommended by Manufacturer.
- B. Uniformly apply coatings without runs, drips, or sags, and with consistent sheen.
- C. Apply coatings at spread rate required to achieve the Manufacturer's recommended dry film thickness.

### 3.04 EXTERIOR FINISH SCHEDULE

#### A. Masonry – Stucco

Spot Prime: BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer, #436  
Applied @ 4.0-6.4 Mils Wet; 1.7-2.7 Mils Dry Film Thickness.

2 Coats: BEHR Exterior Elastomeric Coating, #68 Series  
Applied @ 12.8-21.3 Mils Wet; 6.1-10.2 Mils Dry Film Thickness per coat.

#### B. Non-Ferrous Metal – Gutters, Down Spouts, Flashing, Vents

Spot Prime: BEHR Premium Interior/Exterior Metal Primer, #435  
Applied @ 3.6-4.5 Mils Wet; 1.5-1.9 Mils Dry Film Thickness.  
Finish: To Match Attachment

#### C. Ferrous Metal – Handrails, Doors

Spot Prime: BEHR Premium Interior/Exterior Metal Primer, #435  
Applied @ 3.6-4.5 Mils Wet; 1.5-1.9 Mils Dry Film Thickness.

2 Coats: BEHR Interior/Exterior Direct-To-Metal Semi-Gloss, #3200  
Applied @ 4.0-4.6 Mils Wet; 1.3-1.5 Mils Dry Film Thickness per coat.

#### D. Wood

1 Coat: BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer, #436  
Applied @ 4.0-6.4 Mils Wet; 1.7-2.7 Mils Dry Film Thickness.

2 Coats: BEHR Pro e600 Exterior Satin, #PR640  
Applied @ 4.0-6.4 Mils Wet; 1.36-2.17 Mils Dry Film Thickness per coat.

END OF SECTION



EXTERIOR ELASTOMERIC MASONRY, STUCCO & BRICK PAINT

NO. 68 WHITE

PRODUCT INFORMATION

BEHR PREMIUM® Elastomeric Masonry, Stucco & Brick Paint is a high-build 100% acrylic coating designed to expand and contract, bridging hairline cracks in exterior, vertical masonry surfaces. This waterproofing coating is extremely durable and is mildew resistant. It withstands 98 mph wind-driven rain. It has superior elasticity and elongation properties, stretching up to 600%, while providing excellent color retention and a breathable film. It is recommended for use on stucco, masonry, concrete, concrete block or brick as well as adjacent wood and metal surfaces.

RECOMMENDED USES:

Ideal for properly prepared coated and uncoated substrates such as:

- Concrete
- Concrete Block/CMU
- Fiber Cement
- Stucco
- EIFS
- Brick

PRODUCT SPECIFICATIONS:

Tint Bases/Max Tint Load:

- No. 68 White 124 fl oz / 6 fl oz
- No. 67 Deep Base 116 fl oz / 14 fl oz

Sheen: 0 – 5 @ 85°

Resin Type: 100% Acrylic

Weight per Gallon: 11.3 lb

% Solids by Volume: 48% ± 2%

% Solids by Weight: 61% ± 2%

VOC: < 50 g/L

Flash Point: N/A

Viscosity: 120 – 135 KU

Recommended Film Thickness:

- Wet: 21.3 mils / Dry: 10.2 mils @ 75 sq ft/gal
- Wet: 12.8 mils / Dry: 6.1 mils @ 125 sq ft/gal

Coverage: 75 – 125 sq ft/gal depending on application method and substrate porosity. Does not include the loss of material from spraying.

APPLICATION:

Brush: Nylon/polyester

Roller: 3/4" – 1 1/4" nap roller cover, depending on surface texture

Airless Spray:

- Tip: .025" – .029"
- Filter: 60 mesh

Thinning: DO NOT THIN. Product is formulated for use at package consistency.

Dry Time: @ 77° & 50% RH

- To Touch: 4 – 6 hours
- To Recoat: 24 hours
- Full Cure: 2 weeks

Longer dry time may be required in cooler temperatures and higher humidity.

SURFACE PREPARATION:

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust, and all other foreign substances.

**Masonry:** All masonry surfaces must be cured at least 30 days before painting. The pH must be 10 or lower prior to coating. Smooth masonry may require an adequate profile for adhesion. Use a cleaner to remove loose aggregate and debris.

**Wood:** Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating.

**Steel:** Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer such as BEHR Interior/Exterior Metal Primer No. 435 the same day as cleaned.

**Galvanized Steel:** Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area with BEHR Interior/Exterior Metal Primer No. 435 or BEHR Interior/Exterior Multi-Surface StainBlocking Primer/Sealer No. 436 the same day as cleaned.

COMPLIES WITH THE BELOW AS OF 7/1/2020			
SCAQMD	YES	LADCO	YES
CARB SCM 2007	YES	AIM	YES
OTC PHASE II	YES	MPI	40, 113
OTC	YES		

**Shop-Primed Steel:** As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

**Aluminum:** Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area with BEHR Interior/Exterior Metal Primer No. 435 or BEHR Interior/Exterior Multi-Surface Stain-Blocking Primer/Sealer No. 436 the same day as cleaned.

**Stain-Blocking:** After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before top-coating the entire area. If bleeding continues, a longer dry time of the primer may be needed before top-coating.

**Previously Painted Surfaces:** Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a tack or wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

**Glossy Surfaces:** For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating.

**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 Center at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).





EXTERIOR ELASTOMERIC MASONRY, STUCCO & BRICK PAINT

NO. 68 WHITE

**SYSTEM RECOMMENDATIONS:**

**Masonry: Concrete, Brick, Stucco, EIFS**

- 1 coat BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM® Elastomeric Masonry, Stucco & Brick Paint

**Concrete Masonry Units: Concrete Block, Cinder Block, Split-Face Block**

- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

**Fiber Cement**

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

**Wood**

- 1 coat BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

**Ferrous Metal**

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance or when priming over sound rusty metal surfaces) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

**Non-Ferrous Metal**

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PREMIUM Elastomeric Masonry, Stucco & Brick Paint

NOTE: Certain substrate and exposure conditions, as well as project requirements, may necessitate the use of other substrate-specific or solution-driven primers.

**PERFORMANCE DATA:**

**Accelerated Weathering (ASTM D4587; 1,000 hrs)**

Result: Pass

**Flexibility (ASTM D522; method B)**

Result: Pass

**Biological Growth (ASTM D3273; 4 weeks)**

Result: Pass

**Tensile Strength & Elongation (ASTM D412)**

Result: Elongation > 600%  
Tensile Strength > 200 psi

**Low Temperature Flexibility (ASTM D1737)**

Result: Pass

**Resistance Wind Driven Rain (ASTM D6904 / TT-C-555B)**

Result: Pass @ 12.2 mils total system DFT (2 coats at 6.1 mils minimum DFT per coat)

**ASTM D1653 (Test Method B, Condition A)**

Result: 20 US Perms

**CLEAN-UP/DISPOSAL:**

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

**CAUTIONS/LIMITATIONS:**

- Protect from freezing.
- Do not use on horizontal surfaces subject to foot traffic.
- For best results, apply when air, material and surface temperatures are between 50°F and 90°F. Temperatures above 90°F can cause the paint to dry too fast, whereas temperatures below 50°F can inhibit proper film formation. Avoid applying in direct sun.
- Allow two weeks before washing or cleaning for full cure.
- Shelf life under normal conditions is two years unopened.
- Product is not recommended for use on large expanses of wood and metal, e.g. siding, fascia board.

**GENERAL INFORMATION:**

**CAUTION IRRITANT MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. WEAR EYE PROTECTION AND PROTECTIVE CLOTHING. USE ONLY WITH ADEQUATE VENTILATION.** To avoid breathing vapors and spray mist, 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. If properly used, a respirator (NIOSH approved for organic vapor with P series particulate pre-filter) may offer additional protection; obtain professional advice before using. A dust mask does not provide protection against vapors. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

**FIRST AID:** If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

**KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.**





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** BEHR® PREMIUM Exterior Elastomeric Masonry, Stucco & Brick Paint - White

**Other means of identification**

**Product code** 068

**Recommended use** Architectural Coating

**Recommended restrictions** None known.

**Manufacturer/Importer/Supplier/Distributor information**

**Supplier** Behr Process Corp.  
1801 E. St. Andrew Place  
Santa Ana, CA 92705

**Telephone** 714-545-7101

**Emergency telephone** +1 760 476 3962  
+1 866 519 4752

**Access code** 335213

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Carcinogenicity Category 2

**OSHA defined hazards** Not classified.

### Label elements



**Signal word** Warning

**Hazard statement** Suspected of causing cancer.

**Precautionary statement**

**Prevention** Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection.

**Response** If exposed or concerned: Get medical advice/attention.

**Storage** Store locked up.

**Disposal** Dispose of contents/container in accordance with local/regional/national/international regulations.

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	CAS number	%
Limestone	1317-65-3	10 - 30
Titanium dioxide	13463-67-7	10 - 30
Cristobalite	14464-46-1	1 - 5
Diuron	330-54-1	0.1 - 1
Flux Calcined Diatomaceous Earth (DE)	68855-54-9	0.1 - 1

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

#### 4. First-aid measures

**Inhalation** Move to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.

**Ingestion** Rinse mouth. Get medical attention if symptoms occur.

**Most important symptoms/effects, acute and delayed** Direct contact with eyes may cause temporary irritation.

**Indication of immediate medical attention and special treatment needed** Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.

**General information** IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

#### 5. Fire-fighting measures

**Suitable extinguishing media** Water fog. Foam. Dry chemical powder. Carbon dioxide (CO<sub>2</sub>).

**Unsuitable extinguishing media** Do not use water jet as an extinguisher, as this will spread the fire.

**Specific hazards arising from the chemical** During fire, gases hazardous to health may be formed.

**Special protective equipment and precautions for firefighters** Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

**Fire fighting equipment/instructions** Move containers from fire area if you can do so without risk.

**Specific methods** Use standard firefighting procedures and consider the hazards of other involved materials.

**General fire hazards** No unusual fire or explosion hazards noted.

#### 6. Accidental release measures

**Personal precautions, protective equipment and emergency procedures** Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

**Methods and materials for containment and cleaning up** This product is miscible in water.

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.

**Environmental precautions** Avoid discharge into drains, water courses or onto the ground.

#### 7. Handling and storage

**Precautions for safe handling** Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

**Conditions for safe storage, including any incompatibilities** Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

## 8. Exposure controls/personal protection

### Occupational exposure limits

#### US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Components	Type	Value
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	TWA	0.05 mg/m <sup>3</sup>
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	0.05 mg/m <sup>3</sup>

#### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	PEL	0.05 mg/m <sup>3</sup>	Respirable dust.
Limestone (CAS 1317-65-3)	PEL	5 mg/m <sup>3</sup>	Respirable fraction.
		15 mg/m <sup>3</sup>	Total dust.
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m <sup>3</sup>	Total dust.

#### US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m <sup>3</sup>	Respirable.
		1.2 mppcf	Respirable.
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	0.1 mg/m <sup>3</sup>	Respirable.
		2.4 mppcf	Respirable.
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m <sup>3</sup>	Respirable fraction.
		15 mg/m <sup>3</sup>	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

#### US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.025 mg/m <sup>3</sup>	Respirable fraction.
Diuron (CAS 330-54-1)	TWA	10 mg/m <sup>3</sup>	
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	0.025 mg/m <sup>3</sup>	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m <sup>3</sup>	

#### US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m <sup>3</sup>	Respirable dust.
Diuron (CAS 330-54-1)	TWA	10 mg/m <sup>3</sup>	
Limestone (CAS 1317-65-3)	TWA	5 mg/m <sup>3</sup>	Respirable.
		10 mg/m <sup>3</sup>	Total
Quartz (Crystalline silica) (CAS 14808-60-7)	TWA	0.05 mg/m <sup>3</sup>	Respirable dust.

#### Biological limit values

No biological exposure limits noted for the ingredient(s).

#### Appropriate engineering controls

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

## Individual protection measures, such as personal protective equipment

<b>Eye/face protection</b>	Wear safety glasses with side shields (or goggles).
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Skin protection</b>	
<b>Other</b>	Wear appropriate chemical resistant clothing.
<b>Respiratory protection</b>	If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.
<b>General hygiene considerations</b>	Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

### Appearance

<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid.
<b>Color</b>	White.
<b>Odor</b>	Slight.
<b>Odor threshold</b>	Not available.
<b>pH</b>	7 - 10
<b>Melting point/freezing point</b>	Not available.
<b>Initial boiling point and boiling range</b>	> 99 °F (> 37.2 °C)
<b>Flash point</b>	Not available.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	Not available.
<b>Vapor density</b>	Not available.
<b>Relative density</b>	1.35
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	Soluble.
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	50 - 140 KU (25 °C)
<b>Other information</b>	
<b>Density</b>	11.26 lbs/gal
<b>Explosive properties</b>	Not explosive.
<b>Oxidizing properties</b>	Not oxidizing.
<b>VOC</b>	12 g/l (including water) (Material) 24 g/l (excluding water) (Coating)

## 10. Stability and reactivity

<b>Reactivity</b>	The product is stable and non-reactive under normal conditions of use, storage and transport.
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<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Conditions to avoid</b>	Contact with incompatible materials.
<b>Incompatible materials</b>	Fluorine.
<b>Hazardous decomposition products</b>	No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	Prolonged inhalation may be harmful.
<b>Skin contact</b>	Prolonged skin contact may cause temporary irritation.
<b>Eye contact</b>	Direct contact with eyes may cause temporary irritation.
<b>Ingestion</b>	Expected to be a low ingestion hazard.

**Symptoms related to the physical, chemical and toxicological characteristics** Direct contact with eyes may cause temporary irritation.

### Information on toxicological effects

#### Acute toxicity

Components	Species	Test Results
Quartz (Crystalline silica) (CAS 14808-60-7)		
<b>Chronic</b>		
<b>Inhalation</b>		
LOEC	Human	0.0563 mg/m <sup>3</sup>
Titanium dioxide (CAS 13463-67-7)		
<b>Acute</b>		
<b>Oral</b>		
LD50	Rat	> 5000 mg/kg

**Skin corrosion/irritation** Prolonged skin contact may cause temporary irritation.  
**Serious eye damage/eye irritation** Direct contact with eyes may cause temporary irritation.

#### Respiratory or skin sensitization

<b>Respiratory sensitization</b>	Not a respiratory sensitizer.
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.

**Germ cell mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

**Carcinogenicity** Suspected of causing cancer.

#### IARC Monographs. Overall Evaluation of Carcinogenicity

Cristobalite (CAS 14464-46-1)	1 Carcinogenic to humans.
Quartz (Crystalline silica) (CAS 14808-60-7)	1 Carcinogenic to humans.
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.

#### NTP Report on Carcinogens

Cristobalite (CAS 14464-46-1)	Known To Be Human Carcinogen. Reasonably Anticipated to be a Human Carcinogen.
Quartz (Crystalline silica) (CAS 14808-60-7)	Known To Be Human Carcinogen.

#### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Cristobalite (CAS 14464-46-1)	Cancer
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	Cancer
Quartz (Crystalline silica) (CAS 14808-60-7)	Cancer

**Reproductive toxicity** This product is not expected to cause reproductive or developmental effects.

**Specific target organ toxicity - single exposure** Not classified.

<b>Specific target organ toxicity - repeated exposure</b>	Not classified.
<b>Aspiration hazard</b>	Not an aspiration hazard.
<b>Chronic effects</b>	Prolonged inhalation may be harmful.

## 12. Ecological information

<b>Ecotoxicity</b>	Harmful to aquatic life with long lasting effects.
<b>Persistence and degradability</b>	No data is available on the degradability of any ingredients in the mixture.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	This product is water soluble and may disperse in soil.
<b>Other adverse effects</b>	The product contains volatile organic compounds which have a photochemical ozone creation potential.

## 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

<b>DOT</b>	Not regulated as dangerous goods.
<b>IATA</b>	Not regulated as dangerous goods.
<b>IMDG</b>	Not regulated as dangerous goods.
<b>Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code</b>	Not applicable.

## 15. Regulatory information

<b>US federal regulations</b>	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	
<b>TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)</b>	Not regulated.	
<b>CERCLA Hazardous Substance List (40 CFR 302.4)</b>	Diuron (CAS 330-54-1)	Listed.
<b>SARA 304 Emergency release notification</b>	Not regulated.	
<b>OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)</b>	Cristobalite (CAS 14464-46-1)	Cancer
	Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	Cancer
	Quartz (Crystalline silica) (CAS 14808-60-7)	Cancer
	Cristobalite (CAS 14464-46-1)	lung effects
	Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	lung effects
	Quartz (Crystalline silica) (CAS 14808-60-7)	lung effects
	Cristobalite (CAS 14464-46-1)	immune system effects
	Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	immune system effects
	Quartz (Crystalline silica) (CAS 14808-60-7)	immune system effects

Cristobalite (CAS 14464-46-1) kidney effects  
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) kidney effects  
Quartz (Crystalline silica) (CAS 14808-60-7) kidney effects

**Toxic Substances Control Act (TSCA)** All components are listed on or exempt from the U.S. EPA TSCA Inventory List.

#### Superfund Amendments and Reauthorization Act of 1986 (SARA)

##### SARA 302 Extremely hazardous substance

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories** Carcinogenicity

##### SARA 313 (TRI reporting)

Not regulated.

#### Other federal regulations

##### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

##### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

#### US state regulations

##### US. Massachusetts RTK - Substance List

Cristobalite (CAS 14464-46-1)  
Diuron (CAS 330-54-1)  
Limestone (CAS 1317-65-3)  
Quartz (Crystalline silica) (CAS 14808-60-7)  
Titanium dioxide (CAS 13463-67-7)

##### US. New Jersey Worker and Community Right-to-Know Act

Cristobalite (CAS 14464-46-1)  
Diuron (CAS 330-54-1)  
Limestone (CAS 1317-65-3)  
Quartz (Crystalline silica) (CAS 14808-60-7)  
Titanium dioxide (CAS 13463-67-7)

##### US. Pennsylvania Worker and Community Right-to-Know Law

Cristobalite (CAS 14464-46-1)  
Diuron (CAS 330-54-1)  
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)  
Limestone (CAS 1317-65-3)  
Quartz (Crystalline silica) (CAS 14808-60-7)  
Titanium dioxide (CAS 13463-67-7)

##### US. Rhode Island RTK

Cristobalite (CAS 14464-46-1)  
Diuron (CAS 330-54-1)  
Limestone (CAS 1317-65-3)  
Quartz (Crystalline silica) (CAS 14808-60-7)  
Titanium dioxide (CAS 13463-67-7)

#### 16. Other information, including date of preparation or last revision

**Issue date** 16-January-2020  
**Revision date** 30-August-2020  
**Version #** 02  
**HMIS® ratings** Health: 0\*  
Flammability: 0  
Physical hazard: 0

**List of abbreviations**

DOT: Department of Transportation (49 CFR 172.101).  
IATA: International Air Transport Association.  
IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk.  
IMDG Code: International Maritime Dangerous Goods Code.  
LC50: Lethal Concentration, 50%.  
LD50: Lethal Dose, 50%.  
LOEC: Lowest observable effect concentration.  
MARPOL: International Convention for the Prevention of Pollution from Ships.  
PEL: Permissible Exposure Limit.  
TWA: Time Weighted Average Value.

**References**

HSDB® - Hazardous Substances Data Bank  
IARC Monographs. Overall Evaluation of Carcinogenicity

**Disclaimer**

Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



**e600 EXTERIOR SATIN PAINT**  
**NO. PR640 WHITE BASE**



**PRODUCT INFORMATION**

BEHR PRO® e600 Exterior Satin Paint is specifically designed to meet the demanding expectations of professional painters. Developed for optimal sprayability, this 100% acrylic formula provides excellent hiding power and a highly uniform finish. BEHR PRO e600 Exterior Satin Paint is a durable, washable finish for exterior walls and trim. Dried film is mold and mildew resistant.

**RECOMMENDED USES:**

Ideal for properly prepared coated and uncoated exterior substrates such as:

- Stucco
- Concrete
- Masonry
- Concrete Masonry Units
- Brick
- Fiber Cement
- Wood
- Engineered Wood
- Steel
- Galvanized Steel
- Aluminum
- Other Ferrous Metals
- Other Non-Ferrous Metals
- Architectural Plastics

**PRODUCT SPECIFICATIONS:**

**Tint Bases/Max Tint Load:**

- No. PR640 White Base 124 fl oz / 6 fl oz
- No. PR643 Deep Base 116 fl oz / 14 fl oz

Gloss: 5-11 @ 60°

Resin Type: 100% Acrylic

Weight per Gallon: 10.2 lb

% Solids by Volume: 33% ± 2%

% Solids by Weight: 44% ± 2%

VOC: <50 g/L

Flash Point: N/A

Viscosity: 95-105 KU

**Recommended Film Thickness:**

- Wet: 6.4 mils / Dry: 2.1 mils @ 250 sq ft/gal
- Wet: 4.0 mils / Dry: 1.3 mils @ 400 sq ft/gal

Coverage: 250-400 sq ft/gal, depending on the surface texture, porosity and application method. Does not include the loss of material from spraying. Film thickness depends on porosity and various substrate irregularities.

**APPLICATION:**

Brush: Nylon/polyester

Roller: 3/8" - 3/4" nap roller cover, depending on surface texture

**Airless Spray:**

- Tip: .015"-.021"
- Filter: 60 mesh
- Fluid Pressure: 1,800 - 2,800 psi

Thinning: DO NOT THIN. Product is formulated for use at package consistency only.

Dry Time: @77°F (25°C) & 50% RH

- To Touch: 2 hours
- To Recoat: 4 hours
- Full Cure: 14 days

Dry times are temperature, humidity, and film thickness dependent.

**SURFACE PREPARATION:**

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust and all other foreign substances.

**New Wood:** Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating. **WARNING!** Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

**New Masonry:** The pH must be 10 or lower prior to coating. Smooth masonry may require an adequate profile for adhesion. For all other smooth trowel concrete, create an adequate profile for adhesion using a product such as muriatic acid etcher or with mechanical means. Remove all loose aggregate and debris. Prime the area with an alkali-resistant primer.

**Steel:** Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer the same day as cleaned.

**Galvanized Steel:** Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

COMPLIES WITH THE BELOW AS OF 12/1/2019

SCAQMD	YES	OTC	YES
CARB SCM 2007	YES	LADCO	YES
CARB	YES	AIM	YES
OTC Phase II	YES	MPI#	15,315

<sup>1</sup>Please visit [www.usgbc.org/LEED](http://www.usgbc.org/LEED) for additional details.

**Shop-Primed Steel:** As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

**Aluminum:** Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.

**Stain-Blocking:** After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, primer may need a longer dry time before applying topcoat.

**Previously Painted Surfaces:** Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a tack or wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

**Glossy Surfaces:** For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating.

**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 Center at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

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**e600 EXTERIOR SATIN PAINT**  
**NO. PR640 WHITE BASE**

**SYSTEM RECOMMENDATIONS:**

**Wood:**

- 1 coat BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO® e600 Exterior Paint

**Masonry: Concrete, Cement, Brick, Stucco, EIFS**

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436 (recommended for masonry with pH levels up to 13)
- 2 coats BEHR PRO e600 Exterior Paint

**Concrete Masonry Units: Concrete Block, Cinder Block, Split-Face Block**

- 1 coat BEHR DRYPLUS® Masonry Waterproofer No. 875
- 2 coats BEHR PRO e600 Exterior Paint

**Fiber-Cement**

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO e600 Exterior Paint

**Ferrous and Non-Ferrous Metals:**

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance or when priming over sound rusty metal surfaces) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO e600 Exterior Paint

**Vinyl, PVC, Fiberglass, Architectural Plastics**

- 1 coat BEHR Interior/Exterior Bonding Primer No. 432 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR PRO e600 Exterior Paint

**NOTE:** Certain substrate and exposure conditions, as well as project requirements, may necessitate the use of other substrate-specific or solution-driven primers. Please consult with a BEHR PRO® Rep for specific primer recommendations.

**CLEAN-UP/DISPOSAL:**

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

**CAUTIONS/LIMITATIONS:**

- Protect from freezing.
- Do not use on floors.
- For best results, apply when air, material and surface temperatures are between 35°F and 90°F. When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperatures 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. Do not apply in direct sunlight. Temperatures above 90°F can cause the paint to dry too fast.
- Allow 2 weeks for full cure before washing or cleaning.
- Shelf life under normal conditions is 2 years unopened.

**GENERAL INFORMATION:**

**CAUTION IRRITANT MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. WEAR EYE PROTECTION AND PROTECTIVE CLOTHING. USE ONLY WITH ADEQUATE VENTILATION.** To avoid breathing vapors and spray mist, 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. If properly used, a respirator (NIOSH approved for organic vapor with P series particulate pre-filter) may offer additional protection; obtain professional advice before using. A dust mask does not provide protection against vapors. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

**FIRST AID:** If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

**CAUTION: KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.**



## 1. Identification

**Product identifier** BEHR® PRO e600 Exterior Satin - White Base

**Other means of identification**

**Product code** PR640

**Recommended use** Architectural Coating

**Recommended restrictions** None known.

**Manufacturer/Importer/Supplier/Distributor information**

**Supplier** Behr Process Corp.  
1801 E. St. Andrew Place  
Santa Ana, CA 92705

**Telephone** 714-545-7101

**Emergency telephone** +1 760 476 3962  
+1 866 519 4752

**Access code** 335213

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Carcinogenicity Category 2

**OSHA defined hazards** Not classified.

### Label elements



**Signal word** Warning

**Hazard statement** Suspected of causing cancer.

**Precautionary statement**

**Prevention** Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection.

**Response** If exposed or concerned: Get medical advice/attention.

**Storage** Store locked up.

**Disposal** Dispose of contents/container in accordance with local/regional/national/international regulations.

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	10 - 30
Mica	12001-26-2	1 - 5
Diuron	330-54-1	0.1 - 1

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

#### 4. First-aid measures

<b>Inhalation</b>	Move to fresh air. Call a physician if symptoms develop or persist.
<b>Skin contact</b>	Wash off with soap and water. Get medical attention if irritation develops and persists.
<b>Eye contact</b>	Rinse with water. Get medical attention if irritation develops and persists.
<b>Ingestion</b>	Rinse mouth. Get medical attention if symptoms occur.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
<b>General information</b>	IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

#### 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	No unusual fire or explosion hazards noted.

#### 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	<p>This product is miscible in water.</p> <p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.</p>
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground.

#### 7. Handling and storage

<b>Precautions for safe handling</b>	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
<b>Conditions for safe storage, including any incompatibilities</b>	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

#### 8. Exposure controls/personal protection

##### Occupational exposure limits

##### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m3	Total dust.



**US. OSHA Table Z-3 (29 CFR 1910.1000)**

Components	Type	Value	Form
Mica (CAS 12001-26-2)	TWA	20 mppcf	
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m3	
Mica (CAS 12001-26-2)	TWA	3 mg/m3	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m3	

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m3	
Mica (CAS 12001-26-2)	TWA	3 mg/m3	Respirable.

**Biological limit values**

No biological exposure limits noted for the ingredient(s).

**Appropriate engineering controls**

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

**Individual protection measures, such as personal protective equipment****Eye/face protection**

Wear safety glasses with side shields (or goggles).

**Skin protection****Hand protection**

Wear appropriate chemical resistant gloves.

**Skin protection****Other**

Use of an impervious apron is recommended. Wear appropriate chemical resistant clothing.

**Respiratory protection**

If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.

**Thermal hazards**

Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

**9. Physical and chemical properties****Appearance****Physical state**

Liquid.

**Form**

Liquid.

**Color**

White.

**Odor**

Slight.

**Odor threshold**

Not available.

**pH**

7 - 10

**Melting point/freezing point**

Not available.

**Initial boiling point and boiling range**

> 99 °F (> 37.2 °C)

**Flash point**

Not available.

Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.23
<b>Solubility(ies)</b>	
Solubility (water)	Soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	50 - 140 KU (25 °C)
<b>Other information</b>	
Density	10.25 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
VOC	16 g/l (excluding water) (Coating) 45 g/l (including water) (Material)

## 10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	Prolonged skin contact may cause temporary irritation.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.

**Symptoms related to the physical, chemical and toxicological characteristics** Direct contact with eyes may cause temporary irritation.

### Information on toxicological effects

#### Acute toxicity

Components	Species	Test Results
Titanium dioxide (CAS 13463-67-7)		
<u>Acute</u>		
Oral		
LD50	Rat	> 5000 mg/kg

<b>Skin corrosion/irritation</b>	Prolonged skin contact may cause temporary irritation.
<b>Serious eye damage/eye irritation</b>	Direct contact with eyes may cause temporary irritation.

## Respiratory or skin sensitization

<b>Respiratory sensitization</b>	Not a respiratory sensitizer.
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.
<b>Germ cell mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
<b>Carcinogenicity</b>	Suspected of causing cancer.

### IARC Monographs. Overall Evaluation of Carcinogenicity

Titanium dioxide (CAS 13463-67-7) 2B Possibly carcinogenic to humans.

### NTP Report on Carcinogens

Not listed.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

<b>Reproductive toxicity</b>	This product is not expected to cause reproductive or developmental effects.
<b>Specific target organ toxicity - single exposure</b>	Not classified.
<b>Specific target organ toxicity - repeated exposure</b>	Not classified.
<b>Aspiration hazard</b>	Not an aspiration hazard.
<b>Chronic effects</b>	Prolonged inhalation may be harmful.

## 12. Ecological information

<b>Ecotoxicity</b>	Harmful to aquatic life.
<b>Persistence and degradability</b>	No data is available on the degradability of any ingredients in the mixture.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	This product is water soluble and may disperse in soil.
<b>Other adverse effects</b>	The product contains volatile organic compounds which have a photochemical ozone creation potential.

## 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

<b>DOT</b>	Not regulated as dangerous goods.
<b>IATA</b>	Not regulated as dangerous goods.
<b>IMDG</b>	Not regulated as dangerous goods.
<b>Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code</b>	Not applicable.

## 15. Regulatory information

<b>US federal regulations</b>	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
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**TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)**

Not regulated.

**CERCLA Hazardous Substance List (40 CFR 302.4)**

Ammonium hydroxide (CAS 1336-21-6) Listed.  
Diuron (CAS 330-54-1) Listed.

**SARA 304 Emergency release notification**

Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not listed.

**Toxic Substances Control Act (TSCA)**

All components are listed on or exempt from the U.S. EPA TSCA Inventory List.

**Superfund Amendments and Reauthorization Act of 1986 (SARA)**

**SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories** Carcinogenicity

**SARA 313 (TRI reporting)**

Not regulated.

**Other federal regulations**

**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**US state regulations**

**US. Massachusetts RTK - Substance List**

Ammonium hydroxide (CAS 1336-21-6)  
Diuron (CAS 330-54-1)  
Mica (CAS 12001-26-2)  
Titanium dioxide (CAS 13463-67-7)

**US. New Jersey Worker and Community Right-to-Know Act**

Ammonium hydroxide (CAS 1336-21-6)  
Diuron (CAS 330-54-1)  
Mica (CAS 12001-26-2)  
Mildewcide (CAS 55406-53-6)  
Titanium dioxide (CAS 13463-67-7)

**US. Pennsylvania Worker and Community Right-to-Know Law**

Ammonium hydroxide (CAS 1336-21-6)  
Diuron (CAS 330-54-1)  
Mica (CAS 12001-26-2)  
Titanium dioxide (CAS 13463-67-7)

**US. Rhode Island RTK**

Diuron (CAS 330-54-1)  
Mica (CAS 12001-26-2)  
Titanium dioxide (CAS 13463-67-7)

**16. Other information, including date of preparation or last revision**

**Issue date** 26-December-2019  
**Revision date** 29-August-2020  
**Version #** 02  
**HMIS® ratings** Health: 0\*  
Flammability: 0  
Physical hazard: 0

**List of abbreviations**

DOT: Department of Transportation (49 CFR 172.101).  
IATA: International Air Transport Association.  
IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk.  
IMDG Code: International Maritime Dangerous Goods Code.  
LC50: Lethal Concentration, 50%.  
LD50: Lethal Dose, 50%.  
MARPOL: International Convention for the Prevention of Pollution from Ships.  
PEL: Permissible Exposure Limit.  
TWA: Time Weighted Average Value.

**References**

HSDB® - Hazardous Substances Data Bank  
IARC Monographs. Overall Evaluation of Carcinogenicity

**Disclaimer**

Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



# INTERIOR/EXTERIOR DIRECT-TO-METAL SEMI-GLOSS PAINT

## NO. 3200 WHITE

### PRODUCT INFORMATION

BEHR PREMIUM® Interior/Exterior Direct-To-Metal Semi-Gloss Paint is engineered for excellent adhesion to a variety of properly prepared or primed residential and light commercial metal surfaces. It provides a durable finish that withstands tough elements on both interior and exterior surfaces. It has excellent corrosion and flash rust resistance and is intended for use in conditions of repeated heavy abrasion, including mechanical wear and repeated scrubbing with industrial solvents, cleaners and scouring agents. This product can also be used on other properly prepared and primed substrates, such as drywall, wood and masonry.

### RECOMMENDED USES:

Ideal for properly prepared coated and uncoated interior & exterior substrates such as:

- Steel
- Galvanized Steel
- Aluminum
- Other Ferrous Metal
- Other Non-Ferrous Metal
- Drywall/Gypsum Board
- Plaster
- Stucco
- Concrete
- Masonry
- Brick
- Concrete Masonry Units
- Wood
- Engineered Wood
- Architectural Plastics

### PRODUCT SPECIFICATIONS:

#### Tint Bases/Max Tint Load:

- No. 3200 White 124 fl oz / 6 fl oz
- No. 3230 Deep Base 116 fl oz / 10 fl oz

#### Pre-Mixed colors:

- No. 3210 Red
- No. 3220 Black

Gloss: 45 – 55 @ 60°

Resin Type: Styrene Acrylic

Weight per Gallon: 10.1 lb

% Solids by Volume: 33% ± 2%

% Solids by Weight: 45% ± 2%

VOC: < 50 g/L

Flash Point: N/A

Viscosity: 95 – 105 KU

#### Recommended Film Thickness:

- 1st Coat Wet: 4.6 mils / Dry: 1.5 mils @ 350 sq ft / gal
  - 2nd Coat Wet: 4.0 mils / Dry: 1.3 mils @ 400 sq ft/gal
- Two (2) coats are required for optimum protection and for applications where this product is used as a self-priming system

Coverage: 350 – 400 sq ft/gal depending on application method and substrate porosity. Does not include the loss of material from spraying.

### APPLICATION:

Brush: High Quality Synthetic

Roller: 1/4" – 3/8" nap roller cover, depending on surface texture

#### Airless Spray:

- Tip: .013" – .017"
- Filter: 60 mesh
- Fluid Pressure: 1,400 – 2,400 psi

Thinning: Not recommended. Product is formulated for use at package consistency only.

Dry Time: @ 77°F & 50% RH

To Touch: 1 hour

To Recoat: 3 hours

Full Cure: 4 weeks

Dry times are temperature, humidity and film thickness dependent. Darker colors may require additional dry time between coats.

### SURFACE PREPARATION:

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust and all other foreign substances.

**Steel:** Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer the same day as cleaned.

**Galvanized Steel:** Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

**Shop-Primed Steel:** As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

COMPLIES WITH THE BELOW AS OF 6/1/2020			
SCAQMD	YES	GREENGUARD**	YES
CARB SCM 2007	YES	LEED® v.4 <sup>1</sup>	YES
OTC Phase II	YES	CHPS	YES
LADCO	YES	NAHB/ICC NGBS	YES
AIM	YES	MPI	153,163

\*GREENGUARD is a registered trademark of UL Company. Please visit [www.usgbc.org/LEED](http://www.usgbc.org/LEED) for additional details.

This coating conforms to the United States Department of Agriculture (USDA) regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, floors and ceilings.

**Aluminum:** Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.

**Drywall:** All drywall surfaces should be sufficiently sanded smooth. Remove any remaining drywall dust prior to priming. Allow all drywall compounds to be completely dry prior to coating.

**Wood:** Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 (exterior only) to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating. **WARNING!** Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

**Masonry:** Allow to cure for 30 days. The pH must be 10 or lower prior to coating. Remove bond breakers and all form release and curing agents. Smooth masonry may require an adequate profile for adhesion. Remove all loose aggregate and debris. If painting cannot wait 30 days or pH level is above 10, allow the surface to cure 7 days and prime the surface with an alkali-resistant primer.

**Plaster:** New plaster should be thoroughly dried out and cured for a minimum of 30 days before painting. When cured, clean using a mixed solution of one part vinegar and one part water to remove efflorescence and neutralize. Prime the area with an alkali-resistant primer.





**INTERIOR/EXTERIOR DIRECT-TO-METAL SEMI-GLOSS PAINT**  
**NO. 3200 WHITE**

**Stain-Blocking:** After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, primer may need a longer dry time before applying topcoat.

**Previously Painted Surfaces:** Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a tack or wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

**Glossy Surfaces:** For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating

**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 Health Canada at 1-866-225-0709 or log on to [www.canada.ca/en/health-canada/services/home-safety/lead-based-paint](http://www.canada.ca/en/health-canada/services/home-safety/lead-based-paint).

**SYSTEM RECOMMENDATIONS:**

**Ferrous Metal**

- Self-prime using 2 coats of BEHR® Direct-To-Metal Interior/Exterior Paint
- or
- 1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance or when priming over sound rusty metal surfaces) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

**Non-Ferrous Metal**

- 1 coat BEHR Interior/Exterior Metal Primer No. 435 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

**Drywall/Gypsum Wallboard**

- 1 coat BEHR Drywall Plus Interior Primer & Sealer No. 73 or BEHR Kitchen, Bath & Trim Interior Stain-Blocking Primer & Sealer No. 75 (recommended for optimal enamel hold out)
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

**Wood**

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

**Masonry: Concrete, Cement, Brick, Stucco, EIFS**

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

**Concrete Masonry Units: Concrete Block, Cinder Block, Split-Face Block**

- 1 coat BEHR DRYPLUS® Masonry Waterproofer No. 875
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

**Fiber-Cement**

- 1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior

**Paint Vinyl, PVC, Fiberglass, Architectural Plastics**

- 1 coat BEHR Interior/Exterior Bonding Primer No. 432 or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436
- 2 coats BEHR Direct-To-Metal Interior/Exterior Paint

NOTE: Certain substrate and exposure conditions, as well as project requirements, may necessitate the use of other substrate-specific or solution-driven primers.

**PERFORMANCE DATA:**

**Accelerated Weathering (ASTM D4587 QUV-A)**

Result: Pass - 1,000 hrs

**Direct Impact Resistance (ASTM D2794)**

Result: >160 in-lb

**Adhesion (ASTM D4541; substrate - CRS)**

Result: > 300 psi

**Adhesion (ASTM D3359; substrate – aluminum)**

Result: 5B

**Abrasion Resistance (ASTM D4060; CS17 wheel, 1,000 cycles, 1 kg load)**

Result: < 50 mg loss

**Corrosion Resistance (ASTM G85; Annex #5, 1,000 hrs)**

Result: Rating 10 per ASTM D714 for blistering  
 Rating 9 per ASTM D610 for rusting, less than 2 mm rust creep from scribe

**Flexibility (ASTM D522; 180° bend, 1/8" mandrel)**

Result: Pass

**Moisture Condensation Resistance (ASTM D4585; 100°F, 1,000 hrs)**

Result: Pass

**Pencil Hardness (ASTM D3363)**

Result: HB

**Block Resistance (ASTM D2793; aluminum, class III)**

Result: B0

**Mar Resistance (ASTM D5178; CRS)**

Result: 4 kg

**Chemical Resistance (ASTM D1308; 1 hr unless otherwise noted)**

Result: No film defects when tested with the following chemicals

- 50% Sulfuric Acid
- 25% Sodium Hydroxide
- 10% Hydrochloric Acid
- 5% Phosphoric Acid
- Methanol
- Aliphatic Hydrocarbon Solvent – 2 hrs
- Motor Oil (10W30) – 2hrs
- Vegetable Oil – 2 hrs

**Salt Spray Resistance (ASTM B117; 200 hrs, with primer)**

Result: Rating 10 for blistering  
 Rating 5% for rust on the scribe

**CLEAN-UP/DISPOSAL:**

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

This information is provided "as is" and no representations or warranties, either express or implied, of merchantability, fitness for a particular purpose or of any other nature are made with respect to this information or to any product referred to in this information. For SDS or to consult with a Behr Paint Company representative, call 1-800-854-0133 Ext. 2 (U.S.A. only). ©2020 Behr Process Corporation, Santa Ana, CA 92705 U.S.A.





## INTERIOR/EXTERIOR DIRECT-TO-METAL SEMI-GLOSS PAINT NO. 3200 WHITE

### CAUTIONS/LIMITATIONS:

- Protect from freezing.
- Do not use on floors.
- For best results, apply when air, material and surface temperatures are between 40°F and 90°F, the relative humidity is no greater than 85%, and surface is at least 5°F above dew point. Do not apply in direct sunlight. Temperatures above 90°F can cause the paint to dry too fast, whereas temperatures below 40°F can inhibit proper film formation.
- Allow 4 weeks before washing or cleaning for full cure.
- High tint load colors, such as safety and deep base colors, may impact final film properties. A primer such as BEHR Interior/Exterior Metal Primer No. 435 is recommended for best results.
- Not for direct application to surfaces finished with baked-on enamels and powder coatings.
- Certain colors may require additional coats for complete hide.
- Shelf life under normal conditions is 2 years unopened.

### GENERAL INFORMATION:

**CAUTION IRRITANT MAY CAUSE EYE, NOSE AND THROAT IRRITATION. AVOID CONTACT WITH SKIN AND EYES AND AVOID BREATHING OF VAPORS AND SPRAY MIST. WEAR EYE PROTECTION AND PROTECTIVE CLOTHING. USE ONLY WITH ADEQUATE VENTILATION.** To avoid breathing vapors and spray mist, 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. If properly used, a respirator (NIOSH approved for organic vapor with P series particulate pre-filter) may offer additional protection; obtain professional advice before using. A dust mask does not provide protection against vapors. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

**FIRST AID:** If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

**CAUTION: KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.**





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** BEHR® PREMIUM Interior/Exterior Direct-to-Metal Semi-Gloss Paint - White

**Other means of identification**

**Product number** 3200

**Recommended use** Architectural Coating

**Recommended restrictions** None known.

**Manufacturer/Importer/Supplier/Distributor information**

**Supplier** Behr Process Corp.  
1801 E. St. Andrew Place  
Santa Ana, CA 92705

**Telephone** 714-545-7101

**Emergency telephone** +1 760 476 3962  
+1 866 519 4752

**Access code** 335213

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Carcinogenicity Category 2

**OSHA defined hazards** Not classified.

**Label elements**



**Signal word** Warning

**Hazard statement** Suspected of causing cancer.

**Precautionary statement**

**Prevention** Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection.

**Response** If exposed or concerned: Get medical advice/attention.

**Storage** Store locked up.

**Disposal** Dispose of contents/container in accordance with local/regional/national/international regulations.

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	10 - 30
Diphenyl ketone	119-61-9	0.5 - 1.5
Kaolin	1332-58-7	0.5 - 1.5

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

#### 4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Wash off with soap and water. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
General information	IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

#### 5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

#### 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	<p>This product is miscible in water.</p> <p>Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.</p> <p>Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.</p> <p>Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.</p>
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

#### 7. Handling and storage

Precautions for safe handling	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

#### 8. Exposure controls/personal protection

##### Occupational exposure limits

##### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Kaolin (CAS 1332-58-7)	PEL	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m3	Total dust.

**US. OSHA Table Z-3 (29 CFR 1910.1000)**

Components	Type	Value	Form
Kaolin (CAS 1332-58-7)	TWA	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m3	
Kaolin (CAS 1332-58-7)	TWA	2 mg/m3	Respirable fraction.
		10 mg/m3	
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m3	

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value	Form
Diuron (CAS 330-54-1)	TWA	10 mg/m3	
Kaolin (CAS 1332-58-7)	TWA	5 mg/m3	Respirable.
		10 mg/m3	Total

**US. Workplace Environmental Exposure Level (WEEL) Guides**

Components	Type	Value
Diphenyl ketone (CAS 119-61-9)	TWA	0.5 mg/m3

<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Wear safety glasses with side shields (or goggles).
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Skin protection</b>	
<b>Other</b>	Use of an impervious apron is recommended.
<b>Respiratory protection</b>	If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.
<b>General hygiene considerations</b>	Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

### Appearance

Physical state	Liquid.
Form	Liquid.
Color	White.
Odor	Slight.
Odor threshold	Not available.
pH	7 - 10
Melting point/freezing point	Not available.
Initial boiling point and boiling range	> 99 °F (> 37.2 °C)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.

### Upper/lower flammability or explosive limits

Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	1.22
Solubility(ies)	
Solubility (water)	Soluble.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	50 - 140 KU at 25°C
Other information	
Density	10.13 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
VOC	16 g/l (including water) (Material) 46 g/l (excluding water) (Coating)

## 10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	Prolonged skin contact may cause temporary irritation.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.

**Symptoms related to the physical, chemical and toxicological characteristics** Direct contact with eyes may cause temporary irritation.

**Information on toxicological effects**

**Acute toxicity**

Components	Species	Test Results
Diphenyl ketone (CAS 119-61-9)		
<u>Acute</u>		
<b>Dermal</b>		
LD50	Rabbit	3535 mg/kg
Titanium dioxide (CAS 13463-67-7)		
<u>Acute</u>		
<b>Oral</b>		
LD50	Rat	> 5000 mg/kg

**Skin corrosion/irritation** Prolonged skin contact may cause temporary irritation.

**Serious eye damage/eye irritation** Direct contact with eyes may cause temporary irritation.

**Respiratory or skin sensitization**

**Respiratory sensitization** Not a respiratory sensitizer.

**Skin sensitization** This product is not expected to cause skin sensitization.

**Germ cell mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

**Carcinogenicity** Suspected of causing cancer.

**IARC Monographs. Overall Evaluation of Carcinogenicity**

Diphenyl ketone (CAS 119-61-9)	2B Possibly carcinogenic to humans.
Sodium nitrite (CAS 7632-00-0)	2A Probably carcinogenic to humans.
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.

**NTP Report on Carcinogens**

Not listed.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Not listed.

**Reproductive toxicity** This product is not expected to cause reproductive or developmental effects.

**Specific target organ toxicity - single exposure** Not classified.

**Specific target organ toxicity - repeated exposure** Not classified.

**Aspiration hazard** Not an aspiration hazard.

**Chronic effects** Prolonged inhalation may be harmful.

**12. Ecological information**

**Ecotoxicity** Harmful to aquatic life with long lasting effects.

**Persistence and degradability** No data is available on the degradability of any ingredients in the mixture.

**Bioaccumulative potential** No data available.

**Mobility in soil** No data available.

**Other adverse effects** The product contains volatile organic compounds which have a photochemical ozone creation potential.

**13. Disposal considerations**

**Disposal instructions** Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.

**Local disposal regulations** Dispose in accordance with all applicable regulations.

**Hazardous waste code** The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

**Waste from residues / unused products** Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

**Contaminated packaging** Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

### DOT

Not regulated as dangerous goods.

### IATA

Not regulated as dangerous goods.

### IMDG

Not regulated as dangerous goods.

**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not applicable.

## 15. Regulatory information

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

### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Diphenyl ketone (CAS 119-61-9) 0.1 % One-Time Export Notification only.

### CERCLA Hazardous Substance List (40 CFR 302.4)

Ammonium hydroxide (CAS 1336-21-6) Listed.

Diuron (CAS 330-54-1) Listed.

Sodium nitrite (CAS 7632-00-0) Listed.

### SARA 304 Emergency release notification

Not regulated.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

**Toxic Substances Control Act (TSCA)** All components are listed on or exempt from the U.S. EPA TSCA Inventory List.

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

#### SARA 302 Extremely hazardous substance

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories** Carcinogenicity

#### SARA 313 (TRI reporting)

Not regulated.

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

**Safe Drinking Water Act (SDWA)** Contains component(s) regulated under the Safe Drinking Water Act.

### US state regulations

#### US. Massachusetts RTK - Substance List

Ammonium hydroxide (CAS 1336-21-6)

Diuron (CAS 330-54-1)

Kaolin (CAS 1332-58-7)

Sodium nitrite (CAS 7632-00-0)

Titanium dioxide (CAS 13463-67-7)

#### US. New Jersey Worker and Community Right-to-Know Act

Ammonium hydroxide (CAS 1336-21-6)

Diuron (CAS 330-54-1)  
Kaolin (CAS 1332-58-7)  
Mildewcide (CAS 55406-53-6)  
Sodium nitrite (CAS 7632-00-0)  
Titanium dioxide (CAS 13463-67-7)

**US. Pennsylvania Worker and Community Right-to-Know Law**

Ammonium hydroxide (CAS 1336-21-6)  
Diuron (CAS 330-54-1)  
Kaolin (CAS 1332-58-7)  
Sodium nitrite (CAS 7632-00-0)  
Titanium dioxide (CAS 13463-67-7)

**US. Rhode Island RTK**

Diuron (CAS 330-54-1)  
Kaolin (CAS 1332-58-7)  
Titanium dioxide (CAS 13463-67-7)

**16. Other information, including date of preparation or last revision**

<b>Issue date</b>	05-December-2019
<b>Revision date</b>	14-August-2020
<b>Version #</b>	02
<b>HMIS® ratings</b>	Health: 0* Flammability: 0 Physical hazard: 0
<b>List of abbreviations</b>	DOT: Department of Transportation (49 CFR 172.101). IATA: International Air Transport Association. IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk. IMDG Code: International Maritime Dangerous Goods Code. LC50: Lethal Concentration, 50%. LD50: Lethal Dose, 50%. MARPOL: International Convention for the Prevention of Pollution from Ships. PEL: Permissible Exposure Limit. TWA: Time Weighted Average Value.
<b>References</b>	HSDB® - Hazardous Substances Data Bank IARC Monographs. Overall Evaluation of Carcinogenicity
<b>Disclaimer</b>	Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



# MULTI-SURFACE INTERIOR/EXTERIOR STAIN-BLOCKING PRIMER & SEALER

NO. 436

## PRODUCT INFORMATION

BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer blocks medium to heavy stains and has excellent adhesion to multiple substrates. It offers corrosion and rust resistant properties to ferrous and non-ferrous metals. This product also provides a high-hide, mildew-resistant primer film with quick recoat time and can be applied to masonry surfaces with a pH level up to 13.

## RECOMMENDED USES:

This all-in-one, primer and sealer, is recommended for use with all BEHR interior and exterior paints. Use over properly prepared uncoated and previously painted interior and exterior surfaces such as:

- Masonry
- Concrete/Tilt-Up
- Drywall/Gypsum Board
- Non-Ferrous Metals
- Wood
- Aluminum
- Stucco
- Concrete Block/CMU
- Architectural Plastics
- Ferrous Metals
- Fiberglass
- Galvanized Metal
- Plaster
- Fiber Cement
- Vinyl/PVC
- Engineered Wood
- Brick

## PRODUCT SPECIFICATIONS:

### Tint Bases/Max Tint Load:

No. 436 126 fl oz / 4 fl oz

### Resin Type: Acrylic

Weight per Gallon: 10.9 lb

% Solids by Volume: 45% ± 2%

% Solids by Weight: 58% ± 2%

VOC: <50 g/L

Flash Point: N/A

Viscosity: 98 – 108 KU

### Recommended Film Thickness:

Wet: 6.4 mils / Dry: 2.9 mils @ 250 sq ft/gal

Wet: 4.0 mils / Dry: 1.8 mils @ 400 sq ft/gal

Coverage: 250 – 400 sq ft/gal depending on application method and substrate porosity. Does not include the loss of material from spraying.

## APPLICATION:

Brush: Nylon/polyester

Roller: 3/8" – 1/2" nap roller cover, depending on surface texture

### Airless Spray:

Tip: .015" – .021"

Filter: 60 mesh

Fluid pressure: 1,800 – 2,500 psi

Thinning: Do not thin if using a roller or brush; if using a sprayer and thinning is required, thin with water at a rate of no more than 1/2 pint per gallon.

Dry Time: @ 77°F & 50% RH

Longer dry time may be required in cooler temperatures and higher humidity.

To Touch: 30 minutes

To Recoat: 1 hour

## SURFACE PREPARATION:

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust and all other foreign substances.

**Drywall:** All drywall surfaces should be sufficiently sanded smooth. Remove any remaining drywall dust prior to priming. Allow all drywall compounds to be completely dry prior to coating.

**Wood:** Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 (exterior only) to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating. **WARNING!** Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

**Weathered-Wood Surfaces:** To remove loose wood fibers, latex, oil-based and 100% acrylic coatings on new or weathered wood decks, siding, fences, shakes and shingles, use a product such as BEHR PREMIUM Wood Stain & Finish Stripper No. 64 and follow all label instructions. Use a product such as BEHR PREMIUM All-In-One Wood Cleaner No. 63 and follow all label instructions to clean and brighten the wood surface and to remove light to medium stains caused by mold, mildew, algae and fungus.

**Masonry:** Allow to cure for 30 days. Remove bond breakers and all form release and curing agents. Smooth masonry may require an adequate profile for adhesion. Remove all loose aggregate and debris. If painting cannot wait 30 days, allow the surface to cure 7 days before priming.

COMPLIES WITH THE BELOW AS OF 9/1/2020			
SCAQMD	YES	GREENGUARD® <sup>1</sup>	YES
CARB SCM 2007	YES	LEED® v.4 <sup>1</sup>	YES
OTC Phase II	YES	MPI	3, 6, 17, 39, 50, 107, 134, 137
OTC	YES	MPI X-GREEN	3, 17, 107, 137
LADCO	YES	CHPS	YES
AIM	YES	NAHB/ICC NGBS	YES

This coating conforms to USDA regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, floors and ceilings.

<sup>1</sup>GREENGUARD is a registered trademark of UL Company.

<sup>1</sup>Please visit [www.usgbc.org/LEED](http://www.usgbc.org/LEED) for additional details.

**Plaster:** New plaster should be thoroughly dried out and cured for a minimum of 30 days before painting. When cured, clean using a mixed solution of one part vinegar and one part water to remove efflorescence and neutralize.

**Steel:** Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area the same day as cleaned.

**Galvanized Steel:** Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

**Shop-Primed Steel:** As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

**Aluminum:** Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.







**MULTI-SURFACE INTERIOR/EXTERIOR  
STAIN-BLOCKING PRIMER & SEALER**

NO. 436

**Stain-Blocking:** After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, primer may need a longer dry time before applying topcoat. On stained surfaces, topcoat in 4 hours; for heavy stains, topcoat in 16 hours. Two coats may be needed over heavy stains and tannin-rich wood.

**Previously Painted Surfaces:** Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate patching material. Let dry completely and sand smooth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

**Glossy Surfaces:** For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating.

**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 Center at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).

**CLEAN-UP/DISPOSAL:**

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

**CAUTIONS/LIMITATIONS:**

- Protect from freezing.
- For use on properly prepared exterior wood floors when applying BEHR® Porch and Patio Floor paint. Not for use on concrete and masonry floors.
- For best results, apply when air, material and surface temperatures are between 35°F and 90°F. Do not apply in direct sunlight. Temperatures above 90°F can cause the paint to dry too fast, whereas temperatures below 35°F can inhibit proper film formation.
- Surface temperature during application should be at least 5°F above dew point.
- Application of coating when the relative humidity is above 85% will adversely affect coating performance.
- Topcoat within 30 days.
- Shelf life under normal conditions is two years unopened.

**GENERAL INFORMATION:**

**WARNING!** CAUSES EYE AND SKIN IRRITATION. MAY CAUSE RESPIRATORY TRACT IRRITATION. CONTAINS: ETHYLENE GLYCOL, CRYSTALLINE SILICA AND TITANIUM DIOXIDE. Avoid contact with skin and eyes and avoid breathing vapors, spray mist and sanding dust.

Sanding, grinding or abrading may release sanding dust, which may be harmful if inhaled and has been shown to cause lung damage or cancer with long term exposure. Do not breathe dusts, vapor, or spray mist. To avoid breathing in dust, vapors, and spray mist, open windows and doors or use other means to ensure fresh air entry during application, drying, sanding, and/or abrading. If properly used, a respirator (NIOSH approved with particulate pre-filter) may offer additional protection and should be used if adequate ventilation cannot be provided; obtain professional advice before using. If you experience eye watering, headaches, or dizziness during application or drying, increase fresh air or leave the area. Avoid contact with eyes and skin. Wash thoroughly after handling. Close container after each use.

**FIRST AID:** If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

**KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.**





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** BEHR® PREMIUM PLUS Interior/Exterior Multi-Surface Primer & Sealer

**Other means of identification**

**Product number** 436

**Recommended use** Architectural Coating

**Recommended restrictions** None known.

**Manufacturer/Importer/Supplier/Distributor information**

**Supplier** Behr Process Corp.  
1801 E. St. Andrew Place  
Santa Ana, CA 92705

**Telephone** 714-545-7101

**Emergency telephone** +1 760 476 3962  
+1 866 519 4752

**Access code** 335213

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Carcinogenicity Category 2  
Specific target organ toxicity, repeated exposure Category 2 (kidney)

**OSHA defined hazards** Not classified.

### Label elements



**Signal word** Warning

**Hazard statement** Suspected of causing cancer. May cause damage to organs (kidney) through prolonged or repeated exposure.

**Precautionary statement**

**Prevention** Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe mist/vapors. Wear protective gloves/protective clothing/eye protection/face protection.

**Response** If exposed or concerned: Get medical advice/attention.

**Storage** Store locked up.

**Disposal** Dispose of contents/container in accordance with local/regional/national/international regulations.

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	7 - 13
Ethylene glycol	107-21-1	0.5 - 1.5
Zinc oxide	1314-13-2	0.5 - 1.5

Cristobalite	14464-46-1	0.1 - 1
Diphenyl ketone	119-61-9	0.1 - < 1
Flux Calcined Diatomaceous Earth (DE)	68855-54-9	0.1 - < 1

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

The manufacturer has claimed the exact percentage as trade secret under the OSHA Hazard Communication Standard.

#### 4. First-aid measures

**Inhalation** Move to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.

**Ingestion** Rinse mouth. Get medical attention if symptoms occur.

**Most important symptoms/effects, acute and delayed** Edema. Prolonged exposure may cause chronic effects.

**Indication of immediate medical attention and special treatment needed** Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.

**General information** IF exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

#### 5. Fire-fighting measures

**Suitable extinguishing media** Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).

**Unsuitable extinguishing media** Do not use water jet as an extinguisher, as this will spread the fire.

**Specific hazards arising from the chemical** During fire, gases hazardous to health may be formed.

**Special protective equipment and precautions for firefighters** Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

**Fire fighting equipment/instructions** Move containers from fire area if you can do so without risk.

**Specific methods** Use standard firefighting procedures and consider the hazards of other involved materials.

**General fire hazards** No unusual fire or explosion hazards noted.

#### 6. Accidental release measures

**Personal precautions, protective equipment and emergency procedures** Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist/vapors. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

**Methods and materials for containment and cleaning up** Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.

**Environmental precautions** Avoid discharge into drains, water courses or onto the ground.

#### 7. Handling and storage

**Precautions for safe handling** Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe mist/vapors. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

**Conditions for safe storage, including any incompatibilities**

Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

## 8. Exposure controls/personal protection

### Occupational exposure limits

#### US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Components	Type	Value
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	TWA	0.05 mg/m <sup>3</sup>

#### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	PEL	0.05 mg/m <sup>3</sup>	Respirable dust.
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m <sup>3</sup>	Total dust.
Zinc oxide (CAS 1314-13-2)	PEL	5 mg/m <sup>3</sup>	Respirable fraction.
		5 mg/m <sup>3</sup>	Fume.
		15 mg/m <sup>3</sup>	Total dust.

#### US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m <sup>3</sup>	Respirable.
		1.2 mppcf	Respirable.
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m <sup>3</sup>	Respirable fraction.
		15 mg/m <sup>3</sup>	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

#### US. ACGIH Threshold Limit Values

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.025 mg/m <sup>3</sup>	Respirable fraction.
Ethylene glycol (CAS 107-21-1)	STEL	10 mg/m <sup>3</sup>	Aerosol, inhalable.
		50 ppm	Vapor fraction
	TWA	25 ppm	Vapor fraction
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m <sup>3</sup>	
Zinc oxide (CAS 1314-13-2)	STEL	10 mg/m <sup>3</sup>	Respirable fraction.
	TWA	2 mg/m <sup>3</sup>	Respirable fraction.

#### US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
Cristobalite (CAS 14464-46-1)	TWA	0.05 mg/m <sup>3</sup>	Respirable dust.
Zinc oxide (CAS 1314-13-2)	Ceiling	15 mg/m <sup>3</sup>	Dust.
	STEL	10 mg/m <sup>3</sup>	Fume.
	TWA	5 mg/m <sup>3</sup>	Dust.
		5 mg/m <sup>3</sup>	Fume.

#### US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
Diphenyl ketone (CAS 119-61-9)	TWA	0.5 mg/m <sup>3</sup>

<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Wear safety glasses with side shields (or goggles).
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Skin protection</b>	
<b>Other</b>	Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.
<b>Respiratory protection</b>	If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.
<b>General hygiene considerations</b>	Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

## 9. Physical and chemical properties

### Appearance

<b>Physical state</b>	Liquid.
<b>Form</b>	Liquid.
<b>Color</b>	White.
<b>Odor</b>	Slight.
<b>Odor threshold</b>	Not available.
<b>pH</b>	7 - 10
<b>Melting point/freezing point</b>	Not available.
<b>Initial boiling point and boiling range</b>	> 99 °F (> 37.2 °C)
<b>Flash point</b>	Not applicable.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not available.
<b>Flammability limit - upper (%)</b>	Not available.
<b>Vapor pressure</b>	Not available.
<b>Vapor density</b>	Not available.
<b>Relative density</b>	1.31
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	Soluble
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	Not available.
<b>Viscosity</b>	50 - 140 KU at 25°C
<b>Other information</b>	
<b>Density</b>	10.87 lbs/gal
<b>Explosive properties</b>	Not explosive.
<b>Oxidizing properties</b>	Not oxidizing.

VOC 22 g/l (including water) (Material)  
45 g/l (excluding water) (Coating)

## 10. Stability and reactivity

**Reactivity** The product is stable and non-reactive under normal conditions of use, storage and transport.  
**Chemical stability** Material is stable under normal conditions.  
**Possibility of hazardous reactions** No dangerous reaction known under conditions of normal use.  
**Conditions to avoid** Contact with incompatible materials.  
**Incompatible materials** Strong oxidizing agents.  
**Hazardous decomposition products** No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

**Inhalation** Prolonged inhalation may be harmful.  
**Skin contact** Prolonged skin contact may cause temporary irritation.  
**Eye contact** Direct contact with eyes may cause temporary irritation.  
**Ingestion** Expected to be a low ingestion hazard.  
**Symptoms related to the physical, chemical and toxicological characteristics** Edema. Prolonged exposure may cause chronic effects.

### Information on toxicological effects

#### Acute toxicity

Components	Species	Test Results
Diphenyl ketone (CAS 119-61-9)		
<u>Acute</u>		
<b>Dermal</b>		
LD50	Rabbit	3535 mg/kg
Ethylene glycol (CAS 107-21-1)		
<u>Acute</u>		
<b>Dermal</b>		
LD50	Rabbit	9530 mg/kg
Titanium dioxide (CAS 13463-67-7)		
<u>Acute</u>		
<b>Inhalation</b>		
LC50	Rat	3.43 mg/l, 4 Hours
<b>Oral</b>		
LD50	Rat	> 5000 mg/kg
Zinc oxide (CAS 1314-13-2)		
<u>Acute</u>		
<b>Oral</b>		
LD50	Rat	> 5 g/kg

**Skin corrosion/irritation** Prolonged skin contact may cause temporary irritation.

**Serious eye damage/eye irritation** Direct contact with eyes may cause temporary irritation.

#### Respiratory or skin sensitization

**Respiratory sensitization** Not a respiratory sensitizer.

**Skin sensitization** This product is not expected to cause skin sensitization.

**Germ cell mutagenicity** No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

**Carcinogenicity** Suspected of causing cancer.

### IARC Monographs. Overall Evaluation of Carcinogenicity

Cristobalite (CAS 14464-46-1)	1 Carcinogenic to humans.
Diphenyl ketone (CAS 119-61-9)	2B Possibly carcinogenic to humans.
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.

### NTP Report on Carcinogens

Cristobalite (CAS 14464-46-1)	Known To Be Human Carcinogen. Reasonably Anticipated to be a Human Carcinogen.
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### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Cristobalite (CAS 14464-46-1)	Cancer
Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)	Cancer

<b>Reproductive toxicity</b>	This product is not expected to cause reproductive or developmental effects.
<b>Specific target organ toxicity - single exposure</b>	Not classified.
<b>Specific target organ toxicity - repeated exposure</b>	May cause damage to organs (kidney) through prolonged or repeated exposure.
<b>Aspiration hazard</b>	Not an aspiration hazard.
<b>Chronic effects</b>	Prolonged exposure may cause chronic effects.

## 12. Ecological information

<b>Ecotoxicity</b>	Harmful to aquatic life with long lasting effects.
<b>Persistence and degradability</b>	No data is available on the degradability of any ingredients in the mixture.
<b>Bioaccumulative potential</b>	No data available.
<b>Mobility in soil</b>	No data available.
<b>Other adverse effects</b>	The product contains volatile organic compounds which have a photochemical ozone creation potential.

## 13. Disposal considerations

<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Incinerate the material under controlled conditions in an approved incinerator. Dispose of contents/container in accordance with local/regional/national/international regulations.
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.
<b>Hazardous waste code</b>	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

<b>DOT</b>	Not regulated as dangerous goods.
<b>IATA</b>	Not regulated as dangerous goods.
<b>IMDG</b>	Not regulated as dangerous goods.
<b>Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code</b>	Not applicable.

## 15. Regulatory information

<b>US federal regulations</b>	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200. All components are listed on or exempt from the U.S. EPA TSCA Inventory List.
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### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Diphenyl ketone (CAS 119-61-9)	0.1 % One-Time Export Notification only.
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**CERCLA Hazardous Substance List (40 CFR 302.4)**

Ethylene glycol (CAS 107-21-1) Listed.  
 Zinc oxide (CAS 1314-13-2) Listed.

**SARA 304 Emergency release notification**

Not regulated.

**OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)**

Cristobalite (CAS 14464-46-1) Cancer  
 Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) Cancer  
 Cristobalite (CAS 14464-46-1) lung effects  
 Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) lung effects  
 Cristobalite (CAS 14464-46-1) immune system effects  
 Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) immune system effects  
 Cristobalite (CAS 14464-46-1) kidney effects  
 Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9) kidney effects

**Toxic Substances Control Act (TSCA)****Superfund Amendments and Reauthorization Act of 1986 (SARA)****SARA 302 Extremely hazardous substance**

Not listed.

**SARA 311/312 Hazardous chemical** Yes

**Classified hazard categories** Carcinogenicity  
 Specific target organ toxicity (single or repeated exposure)

**SARA 313 (TRI reporting)**

Chemical name	CAS number	% by wt.
Ethylene glycol	107-21-1	0.5 - 1.5
Zinc oxide	1314-13-2	0.5 - 1.5

**Other federal regulations****Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Ethylene glycol (CAS 107-21-1)

**Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)**

Not regulated.

**Safe Drinking Water Act (SDWA)** Contains component(s) regulated under the Safe Drinking Water Act.

**US state regulations****US. Massachusetts RTK - Substance List**

Cristobalite (CAS 14464-46-1)  
 Ethylene glycol (CAS 107-21-1)  
 Titanium dioxide (CAS 13463-67-7)  
 Zinc oxide (CAS 1314-13-2)

**US. New Jersey Worker and Community Right-to-Know Act**

Cristobalite (CAS 14464-46-1)  
 Ethylene glycol (CAS 107-21-1)  
 Titanium dioxide (CAS 13463-67-7)  
 Zinc oxide (CAS 1314-13-2)

**US. Pennsylvania Worker and Community Right-to-Know Law**

Cristobalite (CAS 14464-46-1)  
 Ethylene glycol (CAS 107-21-1)  
 Flux Calcined Diatomaceous Earth (DE) (CAS 68855-54-9)  
 Titanium dioxide (CAS 13463-67-7)  
 Zinc oxide (CAS 1314-13-2)

**US. Rhode Island RTK**

Cristobalite (CAS 14464-46-1)  
 Ethylene glycol (CAS 107-21-1)  
 Titanium dioxide (CAS 13463-67-7)  
 Zinc oxide (CAS 1314-13-2)



## 16. Other information, including date of preparation or last revision

<b>Issue date</b>	16-January-2020
<b>Revision date</b>	-
<b>Version #</b>	01
<b>HMIS® ratings</b>	Health: 2* Flammability: 0 Physical hazard: 0
<b>List of abbreviations</b>	DOT: Department of Transportation (49 CFR 172.101). IATA: International Air Transport Association. IBC Code: International Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk. IMDG Code: International Maritime Dangerous Goods Code. LC50: Lethal Concentration, 50%. LD50: Lethal Dose, 50%. MARPOL: International Convention for the Prevention of Pollution from Ships. PEL: Permissible Exposure Limit. STEL: Short-Term Exposure Limit. TWA: Time Weighted Average Value.
<b>References</b>	HSDB® - Hazardous Substances Data Bank
<b>Disclaimer</b>	Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.



## INTERIOR/EXTERIOR METAL PRIMER

NO. 435

### PRODUCT INFORMATION

BEHR® INTERIOR/EXTERIOR METAL PRIMER is a rust-inhibitive primer that can be applied over clean and sound rusty metal surfaces while preventing corrosion with minimal surface preparation. This innovative water-based primer features fast dry time, low odor and easy clean up. For use on properly prepared coated/uncoated ferrous and non-ferrous metal surfaces in residential and commercial settings such as: Doors, Windows, Trim, Flashing, Shutters, Fences, Garage/Roll Up Doors, Outdoor Furniture, Railing and Wrought Iron, Beams, Girders, Trusses and Rafters.

### RECOMMENDED USES:

Ideal for metal surfaces, such as: Steel, Carbon Steel, Stainless Steel, Cast Iron, Wrought Iron, Galvanized Steel; and non-ferrous metal surfaces, such as: Brass, Aluminum, Copper, Lead, Nickel, Tin, Titanium, Zinc and Metal Alloys.

### PRODUCT SPECIFICATIONS:

**Tint Bases/Max Tint Load:**  
No. 435 126 fl oz / 4 fl oz

**Resin Type:** Acrylic-Modified Epoxy

**Weight per Gallon:** 10.5 lb

**% Solids by Volume:** 41% ± 2%

**% Solids by Weight:** 53% ± 2%

**VOC:** < 100 g/L

**Flash Point:** N/A

**Viscosity:** 100-110 KU

**Recommended Film Thickness:**

Wet: 4.5 mils / Dry: 1.9 mils @ 350 sq ft/gal  
Wet: 3.6 mils / Dry: 1.5 mils @ 450 sq ft/gal

**Note:** A minimum dry film thickness of 1.5 mils is required on sound ferrous metal surfaces for adequate corrosion resistance. Additional film build may be necessary depending on surface and/or exposure conditions. For severe exposure conditions, such as marine environment, apply two coats (1.5 mils per coat) of BEHR INTERIOR/EXTERIOR METAL PRIMER for optimal corrosion protection.

**Coverage:** 350-450 sq ft/gal depending on the surface texture, porosity and application method. Does not include the loss of material from spraying.

### APPLICATION:

**Brush:** High quality nylon/polyester brush

**Roller:** 1/4" - 3/8" nap roller cover, depending on surface texture

**Airless Spray:**

Tip: .011"-.017"

Filter: 60 mesh

Fluid Pressure: 2,000 - 2,800 psi

**Thinning:** This primer is designed to be applied at package consistency under normal environmental and application conditions. If necessary to maintain good workability, add up to 1/2 pint (8 fl oz) of clean water per gallon.

**NOTE:** Overthinning may result in insufficient film thickness and subsequent pinpoint rusting.

**Dry Time:** @ 77°F, 50% RH

Longer dry time may be required in cooler temperatures and higher humidity.

**To Touch:** 30 minutes

**To Recoat:** 1 hour

### SURFACE PREPARATION:

It is recommended to start priming on the same day the surface is cleaned and prepared. All surfaces must be sound, clean, dry, free of dust, chalk, oil, grease, wax, polish, mold and mildew, loose peeling paint, loose rust and dust particles and all other foreign substances. In some cases, scraping or sanding may be needed to allow the primer to adhere. Do not use if surface is structurally unsound or severely deteriorated. If washing is necessary, use a non-soapy detergent or a TSP substitute, rinse well and allow to dry.

**STEEL:** Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer the same day as cleaned.

**GALVANIZED STEEL:** Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

COMPLIES WITH THE BELOW AS OF 4/1/2020			
SCAQMD	YES	OTC	YES
CARB SCM 2007	YES	LADCO	YES
CARB	YES	AIM	YES
OTC PHASE II	YES	MPI	107, 134

This coating conforms to USDA regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, floors, and ceilings.

**STAINLESS STEEL:** Mechanically abrade the entire surface using a scouring pad or wet and dry sandpaper (do not use steel wool). Clean the surface to remove all residue. Prime the areas the same day as cleaned.

**SHOP-PRIMED STEEL:** As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

**Note:** Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

**ALUMINUM:** Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.

**COPPER AND BRASS:** Remove oil, grease, dirt and other surface contaminants by Hand Tool Cleaning in accordance with SSPC-SP2. Prime the areas the same day as cleaned.

**GLOSSY SURFACES:** For maximum adhesion, sand the surface thoroughly before coating.

**FIRE RESTORATION:** Not recommended. Primer recommendations: KILZ® RESTORATION, KILZ ORIGINAL Interior, KILZ ORIGINAL Interior/Exterior or KILZ ORIGINAL INTERIOR Low Odor primers.

**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 Center at 1-800-424-LEAD or log on to [www.epa.gov/lead](http://www.epa.gov/lead).



**INTERIOR/EXTERIOR METAL PRIMER**

NO. 435

**CLEAN-UP/DISPOSAL:**

Clean all tools and equipment with clean water. For disposal of empty containers and unused product, contact your household refuse collection service.

**CAUTIONS/LIMITATIONS:**

- Protect from freezing.
- A rusted metal surface is considered sound when only adherent material remains. Rust, mill scale, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife using moderate pressure.
- For best results, apply at temperatures between 40°F - 90°F (material, air and surface). Temperatures above 90°F may affect the application such as drying too fast. Avoid painting under direct sun.
- Surface temperature during application should be at least 5°F above dew point.
- Application of coating when the relative humidity is above 85% will adversely affect coating performance.
- Shelf life under normal conditions is two years unopened.

**GENERAL INFORMATION:**

**WARNING! IRRITANT! HARMFUL OR FATAL IF SWALLOWED. MAY CAUSE EYE, NOSE AND THROAT IRRITATION.** Avoid breathing of dust, vapors, or spray mist. Use only with adequate ventilation. Open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headache, or dizziness, or if air monitoring demonstrates vapor / mist levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH / MSHA TC 23C or equivalent) during and after application. Follow respirator manufacturer's direction for respirator use. Close container after each use. Wash thoroughly after handling and before smoking and eating.

**FIRST AID:** If swallowed, do not induce vomiting. Get medical attention immediately. If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention immediately.

**CAUTION: KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.**





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** BEHR Metal Primer

**Other means of identification**

**Product number** 435

**Recommended use** Architectural Coating

**Recommended restrictions** For metal substrates only.

**Manufacturer/Importer/Supplier/Distributor information**

**Supplier** Behr Process Corp.  
1801 E. St. Andrew Place  
Santa Ana, CA 92705

**Telephone** 714-545-7101

**Emergency telephone** +1 760 476 3962  
+1 866 519 4752

**Access code** 335213

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**OSHA defined hazards** Not classified.

**Label elements**

**Hazard symbol** None.

**Signal word** None.

**Hazard statement** The mixture does not meet the criteria for classification.

**Precautionary statement**

**Prevention** None.

**Response** None.

**Storage** None.

**Disposal** None.

**Hazard(s) not otherwise classified (HNOC)** None known.

**Supplemental information** None.

## 3. Composition/information on ingredients

### Mixtures

Chemical name	CAS number	%
Titanium dioxide	13463-67-7	5 - 10
Magnesium potassium silicate	12001-26-2	1 - 3
Zinc oxide	1314-13-2	1 - 3

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

## 4. First-aid measures

**Inhalation** Move to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.

**Ingestion** Rinse mouth. Get medical attention if symptoms occur.

<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Provide general supportive measures and treat symptomatically. Keep victim under observation. Symptoms may be delayed.
<b>General information</b>	IF exposed or concerned: Get medical advice/attention. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire fighting equipment/instructions</b>	Move containers from fire area if you can do so without risk.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	No unusual fire or explosion hazards noted.

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	This product is miscible in water.  Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.  Small Spills: Clean surface thoroughly to remove residual contamination.  Never return spills to original containers for re-use. Put material in suitable, covered, labeled containers. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Avoid prolonged exposure. Should be handled in closed systems, if possible. Provide adequate ventilation. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.
<b>Conditions for safe storage, including any incompatibilities</b>	Store locked up. Store in tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

## 8. Exposure controls/personal protection

### Occupational exposure limits

#### US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	PEL	15 mg/m <sup>3</sup>	Total dust.
Zinc oxide (CAS 1314-13-2)	PEL	5 mg/m <sup>3</sup>	Respirable fraction.
		5 mg/m <sup>3</sup>	Fume.
		15 mg/m <sup>3</sup>	Total dust.

#### US. OSHA Table Z-3 (29 CFR 1910.1000)

Components	Type	Value	Form
Magnesium potassium silicate (CAS 12001-26-2)	TWA	20 mppcf	

**US. OSHA Table Z-3 (29 CFR 1910.1000)**

Components	Type	Value	Form
Titanium dioxide (CAS 13463-67-7)	TWA	5 mg/m3	Respirable fraction.
		15 mg/m3	Total dust.
		50 mppcf	Total dust.
		15 mppcf	Respirable fraction.

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Magnesium potassium silicate (CAS 12001-26-2)	TWA	3 mg/m3	Respirable fraction.
Titanium dioxide (CAS 13463-67-7)	TWA	10 mg/m3	
Zinc oxide (CAS 1314-13-2)	STEL	10 mg/m3	Respirable fraction.
	TWA	2 mg/m3	Respirable fraction.

**US. NIOSH: Pocket Guide to Chemical Hazards**

Components	Type	Value	Form
Magnesium potassium silicate (CAS 12001-26-2)	TWA	3 mg/m3	Respirable.
Zinc oxide (CAS 1314-13-2)	Ceiling	15 mg/m3	Dust.
		10 mg/m3	Fume.
	TWA	5 mg/m3	Fume.
		5 mg/m3	Dust.

**Biological limit values**

No biological exposure limits noted for the ingredient(s).

**Appropriate engineering controls**

Good general ventilation should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection**

Wear safety glasses with side shields (or goggles).

**Skin protection**

**Hand protection**

Wear appropriate chemical resistant gloves.

**Skin protection**

**Other**

Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

**Respiratory protection**

If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection. Use a positive-pressure air-supplied respirator if there is any potential for an uncontrolled release, exposure levels are not known, or any other circumstances where air-purifying respirators may not provide adequate protection. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA Standard 1910.134.

**Thermal hazards**

Wear appropriate thermal protective clothing, when necessary.

**General hygiene considerations**

Observe any medical surveillance requirements. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

**9. Physical and chemical properties**

**Appearance**

**Physical state**

Liquid.

**Form**

Liquid.

**Color**

White.

**Odor**

Slight.

<b>Odor threshold</b>	Not available.
<b>pH</b>	5 - 7
<b>Melting point/freezing point</b>	Not applicable.
<b>Initial boiling point and boiling range</b>	> 99 °F (> 37.2 °C)
<b>Flash point</b>	Not applicable.
<b>Evaporation rate</b>	Not applicable.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not applicable.
<b>Flammability limit - upper (%)</b>	Not applicable.
<b>Vapor pressure</b>	Not applicable.
<b>Vapor density</b>	Not applicable.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	
<b>Solubility (water)</b>	Completely Soluble (100%)
<b>Solubility (other)</b>	Not applicable.
<b>Partition coefficient (n-octanol/water)</b>	Not applicable.
<b>Auto-ignition temperature</b>	Not applicable.
<b>Decomposition temperature</b>	Not applicable.
<b>Viscosity</b>	50 - 140 KU (Krebs Units) (25 °C)
<b>Other information</b>	
<b>Density</b>	10.54 lbs/gal
<b>Explosive properties</b>	Not explosive.
<b>Oxidizing properties</b>	Not oxidizing.
<b>VOC</b>	38 g/l (including water) (Material) 85 g/l (excluding water) (Coating)

## 10. Stability and reactivity

<b>Reactivity</b>	The product is stable and non-reactive under normal conditions of use, storage and transport.
<b>Chemical stability</b>	Material is stable under normal conditions.
<b>Possibility of hazardous reactions</b>	No dangerous reaction known under conditions of normal use.
<b>Conditions to avoid</b>	Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. Contact with incompatible materials.
<b>Incompatible materials</b>	Strong oxidizing agents.
<b>Hazardous decomposition products</b>	No hazardous decomposition products are known.

## 11. Toxicological information

### Information on likely routes of exposure

<b>Inhalation</b>	Prolonged inhalation may be harmful.
<b>Skin contact</b>	No adverse effects due to skin contact are expected.
<b>Eye contact</b>	Direct contact with eyes may cause temporary irritation.
<b>Ingestion</b>	Expected to be a low ingestion hazard.
<b>Symptoms related to the physical, chemical and toxicological characteristics</b>	Direct contact with eyes may cause temporary irritation.

### Information on toxicological effects

<b>Acute toxicity</b>	Not expected to be acutely toxic.
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Components	Species	Test Results
Titanium dioxide (CAS 13463-67-7)		
<b>Acute</b>		
<b>Inhalation</b>		
LC50	Rat	3.43 mg/l, 4 Hours
<b>Oral</b>		
LD50	Rat	> 5000 mg/kg
Zinc oxide (CAS 1314-13-2)		
<b>Acute</b>		
<b>Oral</b>		
LD50	Rat	> 5 g/kg
<b>Skin corrosion/irritation</b>	Prolonged skin contact may cause temporary irritation.	
<b>Serious eye damage/eye irritation</b>	Direct contact with eyes may cause temporary irritation.	
<b>Respiratory or skin sensitization</b>		
<b>Respiratory sensitization</b>	Not a respiratory sensitizer.	
<b>Skin sensitization</b>	This product is not expected to cause skin sensitization.	
<b>Germ cell mutagenicity</b>	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.	
<b>Carcinogenicity</b>	Inhalation of titanium dioxide dust may cause cancer, however due to the physical form of the product, inhalation of dust is not likely.	
<b>IARC Monographs. Overall Evaluation of Carcinogenicity</b>		
Titanium dioxide (CAS 13463-67-7)	2B Possibly carcinogenic to humans.	
<b>NTP Report on Carcinogens</b>		
Not listed.		
<b>OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)</b>		
Not listed.		
<b>Reproductive toxicity</b>	This product is not expected to cause reproductive or developmental effects.	
<b>Specific target organ toxicity - single exposure</b>	Not classified.	
<b>Specific target organ toxicity - repeated exposure</b>	Not classified.	
<b>Aspiration hazard</b>	Not an aspiration hazard.	
<b>Chronic effects</b>	Prolonged exposure may cause chronic effects.	
<b>12. Ecological information</b>		
<b>Ecotoxicity</b>	Toxic to aquatic life with long lasting effects.	
<b>Persistence and degradability</b>	No data is available on the degradability of any ingredients in the mixture.	
<b>Bioaccumulative potential</b>	No data available.	
<b>Mobility in soil</b>	No data available.	
<b>Other adverse effects</b>	The product contains volatile organic compounds which have a photochemical ozone creation potential.	
<b>13. Disposal considerations</b>		
<b>Disposal instructions</b>	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.	
<b>Local disposal regulations</b>	Dispose in accordance with all applicable regulations.	
<b>Hazardous waste code</b>	D005: Waste Barium The waste code should be assigned in discussion between the user, the producer and the waste disposal company.	
<b>Waste from residues / unused products</b>	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).	
<b>Contaminated packaging</b>	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.	



## 14. Transport information

### DOT

Not regulated as dangerous goods.

### IATA

**UN number** UN3082  
**UN proper shipping name** Environmentally hazardous substance, liquid, n.o.s. (Zinc oxide)  
**Transport hazard class(es)**  
**Class** 9  
**Subsidiary risk** -  
**Packing group** III  
**Environmental hazards** Yes  
**ERG Code** 9L  
**Special precautions for user** Read safety instructions, SDS and emergency procedures before handling.

### IMDG

**UN number** UN3082  
**UN proper shipping name** ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (Zinc oxide)  
**Transport hazard class(es)**  
**Class** 9  
**Subsidiary risk** -  
**Packing group** III  
**Environmental hazards**  
**Marine pollutant** Yes  
**EmS** F-A, S-F  
**Special precautions for user** Read safety instructions, SDS and emergency procedures before handling.  
**Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code** Not established.  
**General information** IMDG Regulated Marine Pollutant.

## 15. Regulatory information

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

### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

### CERCLA Hazardous Substance List (40 CFR 302.4)

Zinc oxide (CAS 1314-13-2) Listed.

### SARA 304 Emergency release notification

Not regulated.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1053)

Not listed.

**Toxic Substances Control Act (TSCA)** One or more components of the mixture are not on the TSCA 8(b) inventory or are designated "inactive".

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

#### SARA 302 Extremely hazardous substance

Not listed.

**SARA 311/312 Hazardous chemical** No

#### SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Zinc oxide	1314-13-2	1 - 3

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

**Safe Drinking Water Act (SDWA)** Contains component(s) regulated under the Safe Drinking Water Act.

## US state regulations

### US. Massachusetts RTK - Substance List

Magnesium potassium silicate (CAS 12001-26-2)  
Titanium dioxide (CAS 13463-67-7)  
Zinc oxide (CAS 1314-13-2)

### US. New Jersey Worker and Community Right-to-Know Act

Magnesium potassium silicate (CAS 12001-26-2)  
Titanium dioxide (CAS 13463-67-7)  
Zinc oxide (CAS 1314-13-2)

### US. Pennsylvania Worker and Community Right-to-Know Law

Magnesium potassium silicate (CAS 12001-26-2)  
Titanium dioxide (CAS 13463-67-7)  
Zinc oxide (CAS 1314-13-2)

### US. Rhode Island RTK

Magnesium potassium silicate (CAS 12001-26-2)  
Titanium dioxide (CAS 13463-67-7)  
Zinc oxide (CAS 1314-13-2)

## 16. Other information, including date of preparation or last revision

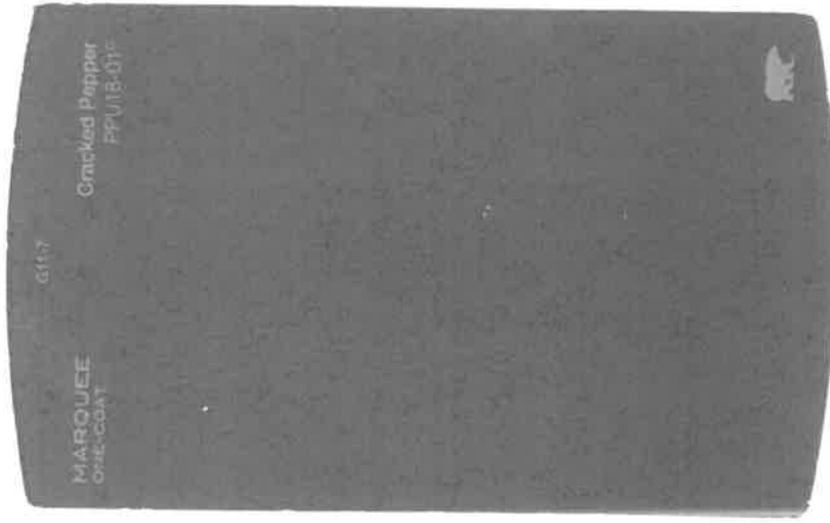
<b>Issue date</b>	27-June-2019
<b>Revision date</b>	18-June-2020
<b>Version #</b>	03
<b>Further information</b>	HMIS® is a registered trade and service mark of the ACA. B - Safety Glasses, Gloves
<b>HMIS® ratings</b>	Health: 0 Flammability: 0 Physical hazard: 0 Personal protection: B
<b>Disclaimer</b>	Behr Process Corp cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

W2-1

**Nano White**  
HDC-1MD-06<sup>u</sup>

B10-2

**Cotton Grey**  
HDC-NT-20<sup>u</sup>



**CITY OF BEAUMONT**

**ADDENDUM NO. 2**

TO THE BIDDING DOCUMENTS & CONTRACT,

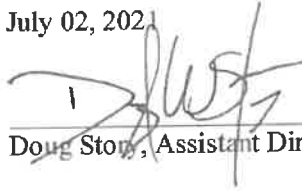
**CITY HALL REPAINT AND STUCCO PROJECT**

Bidders are advised that a BID BOND is required for the above referenced project are hereby amended in the following manner and the following manner only.:

1. Please see attached BID BOND which is required for this project.

Dated: July 02, 2021

By:

 7/2/21  
Doug Stone, Assistant Director of Community Services

By: \_\_\_\_\_

(Bidder's Company Name)

Date Received by Bidder: \_\_\_\_\_

\_\_\_\_\_  
(Bidder's Signature)

\_\_\_\_\_  
(Type or Print Name)

*Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.*

## BID BOND

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the City of Beaumont, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to CITY for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20 \_\_\_\_, for **CITY HALL REPAINT AND STUCCO PROJECT**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

**CITY OF BEAUMONT**  
**PUBLIC WORKS AGREEMENT**

Mariscal Painting, Inc.

**EXHIBIT “B”**

CONTRACTOR’S Bid

Dated July 6, 2021

(Insert behind this page.)

## BID FORM

NAME OF BIDDER: Mariscal Painting

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

### City Hall Paint and Stucco Project BID SCHEDULE

Item No.	Item Description	Unit	Quantity	Unit Price	
1	Mobilization	LS	1	3,108	3108
2	Demobilization	LS	1	1,865	1865
3	Stucco	LS	1	N/A	N/A
4	Paint	LS	1	62,160	62,160
				Total	67,133

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

**TOTAL BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):**

**\$ 67,133**

**Sixty Seven Thousand One Hundred Thirty Three Dollars**

Total Bid Price in Written Form

In case of discrepancy between the written price and the numerical price, the written price shall prevail. The undersigned agrees that this Bid Form constitutes a firm offer to City of Beaumont which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by City of Beaumont and a third party, whichever is earlier. The Contract duration shall commence on the date stated in City of Beaumont's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in City of Beaumont's Notice to Proceed.

  
Name/Signature

President  
Title

7/6/2021  
Date





## Non-Collusion Affidavit

State of California Compliance Form §7106.  
Any public works contract of a public entity shall  
sign the following declaration with submitted bid.

State of ( California )

County of Los Angeles ) ss.

The undersigned declares:

I am the President of Mariscal Painting,  
the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any  
undisclosed person, partnership, company, association, organization, or corporation. The bid is  
genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited  
any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded,  
conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain  
from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement,  
communication, or conference with anyone to fix the bid price of the bidder or any other bidder,  
or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All  
statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his  
or her bid price or any breakdown thereof, or the contents thereof, or divulged information or  
data relative thereto, to any corporation, partnership, company, association, organization, bid  
depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has  
not paid, and will not pay, any person or entity for such purpose. Any person executing this  
declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability  
company, limited liability partnership, or any other entity, hereby represents that he or she has  
full power to execute, and does execute, this declaration on behalf of the bidder. I declare  
under penalty of perjury under the laws of the State of California that the foregoing is true and  
correct and that this declaration is executed on July 6, 2021 [date], at  
South el Monte [city], CA [state]."

Project Name: CITY HALL REPAINT AND STUCCO PROJECT Project Number:  
PR 21-03

Company:

Mariscal Painting

Address:

9220 Klingerman St. South el Monte, CA 91733

Signature: 

Title: President

Date: 7/6/2021

**CITY OF BEAUMONT**

**ADDENDUM NO. 1**

TO THE BIDDING DOCUMENTS & CONTRACT,

**CITY HALL REPAINT AND STUCCO PROJECT**

Bidders are advised that the BID SCHEDULE for the above referenced project are hereby amended in the following manner and the following manner only:

1. The Bid Opening date has been extended to July 9, 2021 at 11:00 a.m.
2. The Following Bid Documents have been uploaded and are required upon submittal:
  - a. Bid Form/Bid Schedule
  - b. Non-Collusion Affidavit
  - c. List of Proposed Subcontractors
  - d. Acknowledgement of Addendum No. 1
3. Elastomeric Exterior Repaint Specification Sheet (53 pages)
4. Color Samples as related to color diagram distributed at Pre-Bid meeting

Dated: June 21, 2021

By: \_\_\_\_\_  
Doug Story, Assistant Director of Community Services

By: **Mariscal Painting** \_\_\_\_\_  
(Bidder's Company Name)

Date Received by Bidder:

6/23/2021

 \_\_\_\_\_  
(Bidder's Signature)

**Jesus Mariscal** \_\_\_\_\_  
(Type or Print Name)

*Bidder shall include a signed copy of this Addendum No. 1 with the bid proposal.*

**CITY OF BEAUMONT**

**ADDENDUM NO. 2**

TO THE BIDDING DOCUMENTS & CONTRACT,

**CITY HALL REPAINT AND STUCCO PROJECT**

Bidders are advised that a BID BOND is required for the above referenced project are hereby amended in the following manner and the following manner only.:

1. Please see attached BID BOND which is required for this project.

Dated: July 02, 2021

By:

 7/2/21  
Doug Stone, Assistant Director of Community Services


By:

**Mariscal Painting**

(Bidder's Company Name)

Date Received by Bidder:

7/3/2021

  
(Bidder's Signature)

**Jesus Mariscal**

(Type or Print Name)

*Bidder shall include a signed copy of this Addendum No. 2 with the bid proposal.*

**CITY OF BEAUMONT**  
**PUBLIC WORKS AGREEMENT**

Mariscal Painting, Inc.

**EXHIBIT “C”**

Insurances

(Insert behind this page.)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown Insurance Brokers of Sacramento, Inc. 5750 West Oaks Blvd, Suite 140  Rocklin CA 95765		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (800) 228-3380 <b>FAX (A/C, No):</b> (800) 783-0083 <b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> Mariscal Painting Inc 9220 Klingerman Street  South El Monte CA 91733		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td colspan="2">INSURER A: James River Insurance Company</td> <td></td> </tr> <tr> <td colspan="2">INSURER B: Travelers Casualty Insurance Company of America</td> <td>19046</td> </tr> <tr> <td colspan="2">INSURER C: National Union Fire Insurance Company of Pittsburgh PA</td> <td></td> </tr> <tr> <td colspan="2">INSURER D: State Compensation Insurance Fund of CA</td> <td>231751</td> </tr> <tr> <td colspan="2">INSURER E: Tokio Marine Specialty Insurance Company</td> <td></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: James River Insurance Company			INSURER B: Travelers Casualty Insurance Company of America		19046	INSURER C: National Union Fire Insurance Company of Pittsburgh PA			INSURER D: State Compensation Insurance Fund of CA		231751	INSURER E: Tokio Marine Specialty Insurance Company			INSURER F:		
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**COVERAGES**

CERTIFICATE NUMBER: CL2171906570

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	00066359-6	04/16/2021	04/16/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA-0P247018-21-42-G	01/09/2021	01/09/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		EBU093744603	04/16/2021	04/16/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9062034-2021	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Pollution Liability - Occurrence			T21CE10122-02	02/13/2021	02/13/2022	Per Occurrence	1,000,000
							Aggregate Limit	2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder(s) is/are included as Additional Insured under Commercial General Liability policy per endorsements CG 20 10 07 04 and CG 20 37 07 04 & under Commercial Auto policy per endorsement CA T4 20 02 15 as required by written contract. Primary and Non-Contributory wording applies per endorsement(s) AP5031US 04-10. Waiver of Subrogation applies per endorsement(s) CG 24 04 05 09 and CA T4 20 02 15. Excess policy follows form per the terms and conditions of the Excess Policy. Excess policy only applies to the General Liability and Commercial Auto policy per attached Schedule of Underlying Insurance form UNDSCH (5/99). All other terms, conditions & exclusions of the policy(ies) apply.  
 RE: City Hall Repaint and Stucco Project 550 E. 6th Street, Beaumont, CA 92223

**CERTIFICATE HOLDER****CANCELLATION**

City of Beaumont 550 E 6th Street  Beaumont CA 92223	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **\$5,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Where required by written contract or written agreement
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Where required by written contract or written agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO COVERAGE PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

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|--|--|
| <p><b>A. BLANKET ADDITIONAL INSURED</b></p> <p><b>B. EMPLOYEE HIRED AUTO</b></p> <p><b>C. EMPLOYEES AS INSURED</b></p> <p><b>D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b></p> <p><b>E. TRAILERS – INCREASED LOAD CAPACITY</b></p> <p><b>F. HIRED AUTO PHYSICAL DAMAGE</b></p> <p><b>G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b></p> | <p><b>H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT</b></p> <p><b>I. WAIVER OF DEDUCTIBLE – GLASS</b></p> <p><b>J. PERSONAL PROPERTY</b></p> <p><b>K. AIRBAGS</b></p> <p><b>L. AUTO LOAN LEASE GAP</b></p> <p><b>M. BLANKET WAIVER OF SUBROGATION</b></p> |
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**A. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**B. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**C. EMPLOYEES AS INSURED**

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

## COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4) of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

### F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) \$50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

### G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph C.1.b. of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

### I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

#### Personal Property Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

**K. AIRBAGS**

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. AUTO LOAN LEASE GAP**

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

**Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles**

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

**(2) Any:**

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**SCHEDULE OF UNDERLYING INSURANCE**

Issued to: MARISCAL PAINTING

Policy Number: EBU 093744603

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	James River Insurance Company 00066359-5 04/16/21 04/16/22	\$1,000,000 PER OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPLETED OPS. AGGREGATE Defense Expenses are in addition to the limit
AUTO LIABILITY	Travelers Casualty Insurance Co of America 01/09/21 01/09/22	\$1,000,000 COMBINED SINGLE LIMIT  Defense Expenses are in addition to the limit



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**AUTHORIZED REPRESENTATIVE**