



To: City of Mobile Bidding Website

From: Jody Russell
City of Mobile Architectural Engineering Department

Re: 311 Call Center
Interior Painting
Project #MX-014a-25

Date: July 25, 2025

This Addendum forms a part of, and modifies, the Bidding Documents for the above referenced project, dated July 16, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bid to disqualification.

General:

Clarifications:

- Item 1. The Pre-Quote Meeting Agenda ***with Modifications*** and Attendance Roster dated July 24, 2025, are attached and form part of Addendum No. 1. Revisions to the Pre-Bid Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.
- Item 2. Quotes for the above project will be received until 3:00 PM on Wednesday, July 30, 2025, in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than \$50,000 may be submitted in person, faxed, or e-mailed to emma.dean@cityofmobile.org. Quotes \$50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for \$50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

- Item 3. Wall shelves with cabinets (wood grain) located in the manager's office not to be painted. The walls behind the shelves are to be painted.
- Item 4. All other wood cabinets located in the office and storage room are to be painted as stipulated in the specifications and drawings attached to the bid documents.
- Item 5. The wooden area located above each door inside the metal trim extending to the ceiling is to be painted to match the wood doors.
- Item 6. The ceiling is to be painted in a flat finish with the color specified in the bid documents.
- Item 7. Wall repairs will reach 4" from the floor to account for future wall base installation.
- Item 8. The interior and sides of the hallway exit door and door leading to the warehouse shall be painted in accordance with the color and specification stipulated in the bid documents.

Drawings: N/A

RFI's: N/A

ATTACHMENTS:

Pre-Quote Meeting Agenda

END OF ADDENDUM NO. 1

311 Call Center
Interior Painting
MX-014a-25

MANDATORY PRE-QUOTE CONFERENCE

9:00 am July 24, 2025
2900 Dauphin, Mobile, Alabama 36606

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where a representative can be contacted if necessary. Please write legibly. Addenda will be posted on the City of Mobile Bid Website under the Project. <https://www.cityofmobile.org/bids/>
Please check this website for all Addenda prior to submitting your bids. Acknowledge all Addenda on your bid form.
2. Introductions: Jody Russell, City of Mobile Project Manager

Outline of Work:

1. Prepare all surfaces to be painted appropriately to achieve a smooth, continuous, professional surface.
2. Remove any peeling paint, sand all rough areas, and repair any damaged spots with appropriate materials to achieve a continuous, smooth surface.
3. Cover all tile floor surfaces. Any paint on the tile surfaces is to be removed by the contractor without damaging the tile floor.
4. Cover all glass (windows, glass walls), fixtures, hinges, lights, etc. Any item that is not to be painted should be covered appropriately. Any paint noted on non-painted items are to be removed professionally as to not damage the fixture, light, etc.
5. Doors and trim to be painted the same color specified in the attached documents. (SW 6993 Black of Night) Wood doors and metal trim have specified paint types. See attached.
6. Walls to be painted per the specified color in the attached documents. (SW 7757 High Reflective White)
7. The ceiling is painted with the specified color in the attached documents. (SW 7757 High Reflective White).
8. Any stains noted on the ceiling to be addressed with the specified stain blocker. The contractor is to be sure not to damage any ceiling tiles during application.
9. Kitchen cabinets are to be painted with the specified color in the attached documents. (SW 9166 Drift of Mist)

Contractor shall keep an exceptionally clean site. The Office will be unoccupied during normal business hours as other interior construction will be taking place during this project. All Construction and lay down areas must be protected from public and staff. The City is not responsible for security of Contractor's materials or equipment. The parking lot shall be swept for nails daily with a magnet.

- a. Contractor may utilize without cost and in moderation the facility's power and water. Contractor shall provide their own power cords, hoses, etc. Contractor may use restroom facilities of the facilities.
- b. Contractor shall submit for approval a staging plan for all materials, storage, etc. during the project.

- c. Contractor shall protect all fixtures, mounts, vents, non-painted items located on the interior. Any paint found on interior windows, glass, fixtures, etc, shall be removed at the expense of the contractor.
- d. Contractor shall protect existing tile from any paint overspray and paint. Cover all tile surfaces and fixtures prior to paint.
- e. Contractor shall prepare all surfaces to be painted appropriately according to the specifications attached to the project. This includes scraping, sanding, removal of peeling paint, and other debris prior to paint. Fill all holes and create a smooth paintable surface.
- f. Contractor shall apply stain blocker to any areas stains are shown through the finish coat.
- g. Contractor shall provide a construction plan to be approved by the project manager.
- h. Protect all concrete sidewalks, pads, paving, landscaping, fences, and other site items. The contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work. Planting materials shall be replaced. It is advised that the Contractor document the area before beginning Construction.
- i. The site is a non-smoking site; workers may not smoke on site at all. Remove to the public sidewalk to smoke.
- j. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
- k. Storm and Wastewater:
 - i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
 - ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
 - iii. Note all exterior washing/cleaning activities requires an approved submittal thru the City of Mobile Environmental Department.
- l. Any observed ambiguities, discrepancies, omissions, or errors in any part of the contract documents shall be submitted as written RFIs to Jody Russell by 3:00 PM 5 days before the quote opening. Answers will be given through written Addendum only.
- m. Official clarifications or corrections will be made by written addendum shall be posted on the COM bidding website.
- n. Substitution requests shall be made at least three (3) calendar days prior to bid.
All substitutions for named materials must be pre-approved before the bid.

3. Special Instructions or conditions.

- a. Equal Opportunity:
 - i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
 - ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall follow the City of Mobile's Minority Utilization Plan as adopted by the City Council.

- iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
- iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application at each facility.
- v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
- vi. A Directory of DBE Vendors can be found at the following location:
<https://workwith.cityofmobile.org/>

4. Bidding instructions, forms, special requirements and time.
- a. ~~Bids are due to the City Clerk's Office by 2:15PM, Wednesday, April 23, 2025. See Project Manual for additional requirements and instructions. Bids will be publicly opened in the Atrium Lobby of Government Plaza at 2:30PM.~~
 - b. ~~There is a \$10,000.00 Contingency Allowance. Allowances shall be utilized only after advanced written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order. All proposals for allowances shall be broken out as described in the Project Documents.~~
 - d. ~~All Bids not clocked in by the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.~~

Quotes (stipulated sum):

Quotes for the above Scope of Work will be received until 3:00 PM on Wednesday, July 30, 2025, in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than \$50,000 may be submitted in person, faxed, e-mailed or mailed to emma.dean@cityofmobile.org. Quotes \$50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for \$50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.

B. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

- e. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax-exempt status of

their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.

5. Additional Requirements at time of Contract execution:
 - a. A valid City of Mobile business license for the duration of the contract period
 - b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
 - c. Performance Bond and Labor & Material Payment Bond are required.
 - d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
 - e. Builder's Risk Insurance-please review carefully all the endorsements and amounts of Builder's Risk insurance required. See Project Manual:
 - i. ALL RISK Builder's Risk coverage at each facility shall be provided for the Contractor, Owner, and all Subcontractors for the full amount of the Contract during construction, fabrications, storage, transport, and erection of any equipment.
 - ii. The entire policy, along with all endorsements and riders shall be provided to the Owner.
6. Payment requirements.
 - a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
 - b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
 - c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.
7. Owner/City of Mobile contacts and phone numbers:
 - a. Jody Russell, 251-208-1083 City of Mobile, Project Manager/AE Dept
8. Walk of Site
9. Adjourn



**ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR BIDS~~QUOTES~~**
July 16,2025

The City of Mobile will receive bids for the following Project:

Project Name: ~~Special Events~~ (311 Call Center) – Interior Painting

Project Location: 2900 Dauphin Street

Project Number: MX-014a-25

Summary of Work: The work shall include painting the interior of the 311 offices per the drawing's **and specifications** provided. This includes all the interior walls, trim, doors, kitchen cabinets, and ceiling in the office building. The specifications for the painting are attached.

Outline of Work:

1. Prepare all surfaces to be painted appropriately to achieve a smooth, continuous, professional surface.
2. Remove any peeling paint, sand all rough areas, and repair any damaged spots with appropriate materials to achieve a continuous, smooth surface.
3. Cover all tile floor surfaces. Any paint on the tile surfaces is to be removed by the contractor without damaging the tile floor.
4. Cover all glass (windows, glass walls), fixtures, hinges, lights, etc. Any item that is not to be painted should be covered appropriately. Any paint noted on non-painted items are to be removed professionally as to not damage the fixture, light, etc.
5. Doors and trim to be painted the same color specified in the attached documents. (SW 6993 Black of Night) Wood doors and metal trim have specified paint types. See attached.
6. Walls to be painted per the specified color in the attached documents. (SW 7757 High Reflective White)
7. The ceiling is painted with the specified color in the attached documents. (SW 7757 High Reflective White).
8. Any stains noted on the ceiling to be addressed with the specified stain blocker. The contractor is to be sure not to damage any ceiling tiles during application.
9. Kitchen cabinets are to be painted with the specified color in the attached documents. (SW 9166 Drift of Mist)

No permit is required for the project.

Important Dates:

Pre-Bid Meeting: Thursday, July 24, 2025, at 9:00 AM.

Bids~~Quotes~~ Due: Wednesday, July 30, 2025, at 2:15 PM.

Examination of Documents: Before submitting a Bid, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the **Mandatory** Pre-Bid meeting), fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Bid will be considered as conclusive evidence that the Contractor has conducted such an examination.

Attachments:

Floor Plan

Paint Specification Sheets

Section 09 91 23- Interior Paint and Coatings

A Mandatory Pre-Bid meeting shall be held on Thursday, July 24, 2025, at 9:00 A.M., meet at the entrance of the main building, 2900 Dauphin Street, Mobile, AL 36606. Contractors shall view and verify all existing conditions during the **Mandatory** Pre-Bid meeting. No additional site visits are scheduled, but they may be arranged with the Project Manager upon request.

All Requests for Information (RFI's) and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, ~~two (2)~~ **three (3)** business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Bid form. Failure to acknowledge Addenda may result in disqualification of the Bid.

This is a tax-exempt project. Bidders shall NOT include sales and use taxes in their bid amount. Submit Form C-3A, Accounting of Sales Tax, with Bid.

Contractors may use on-site utilities and facilities, such as power, water, restrooms and designated parking areas. Lock and secure vehicles and tools while working at the facility. The contractor shall have access to the work site, as approved by the Owner, between 7:00am - 6:00pm Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. Limit use of premises to allow for Owner access and use of facility. ~~The facility will remain in use during the construction period, the area must be clear of tools, debris and materials at all times to ensure the safety of the firefighters when leaving the Station for a response. Debris shall be removed and disposed of daily. No temporary storage will be available for this location.~~ Obey all City and Facility regulations.

The Contractor shall deliver the work complete within thirty (30) calendar days from the date of the written Notice of Proceed.

- A. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the bid opening, the Apparent Low Bidder Contractor shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Bidder shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

- B.** ~~It is unlikely that the Contractor will be allowed additional construction days due to inclement conditions ("rain days"), because of the critical completion date of the project. However, the Contractor may submit such requests, but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.~~ **Rain days will not be accepted for interior only projects.**

Allowance:

Include in the Total Base Bid stipulated allowance(s) as indicated on the Bid Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Bid), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

BID SECURITY:

~~A Cashier's Check drawn on a bank registered to do business in the State of Alabama, and which is a member of the Federal Deposit Insurance Corporation or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.~~

~~Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.~~

~~Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property Casualty published by Alfred M. Best Company, Inc.~~

~~Power of Attorney is required for all Bonds.~~

~~Bids (stipulated sum):~~

~~Bid, with Bid Security, Sales Tax Form C-3A, and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "SEALED BID FOR The Special Events Office (311 Call Center) — Interior Painting — PROJECT NUMBER: MX-014a-25", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.~~

- ~~A. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.~~
- ~~B. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.~~
- ~~C. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.~~
- ~~D. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.~~
- ~~G. The City of Mobile will have sixty (60) days from the bid opening date to award contract.~~

Quotes (stipulated sum):

Quotes for the above Scope of Work will be received until 3:00 PM on Wednesday, July 30, 2025, in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than \$50,000 may be submitted in person, faxed, e-mailed or mailed to emma.dean@cityofmobile.org. Quotes \$50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for \$50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.

B. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

Bond Requirements:

~~For contracts that exceed \$10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.~~

- ~~A. Cost of Bonds shall be included in the Contractor's bid.~~
- ~~B. A Surety authorized to do business in the State of Alabama must issue Bonds.~~
- ~~C. The Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.~~

A City of Mobile Business License is required and must be current at contract execution and throughout the duration of the contract.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Documents attached). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System:
<https://www.cityofmobile.org/bids/vendor->

Equal Opportunity:

- A. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" (Exhibit 5) with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- B. Contractors should contact the City of Mobile, Office of Small Business Manager for assistance with DBE Subcontracting information and any questions regarding the DBE Compliance Forms contact: Archnique Kidd @ 251-208-7967 or Archnique.kidd@cityofmobile.org.

For **Payment(s)**, each month until project completion, submit ~~two (2)~~ **one (1)** notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Exhibit 6) (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Each Pay

Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

At **Substantial Completion** (**Exhibit 1**) of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars (\$50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Contracts over \$50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **Special Events Office (311 Call Center)– Interior Painting, MX-014a-25, 2900 Dauphin Street, Mobile, Alabama 36606**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Bids and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected

without cost to the Owner. Contractor shall also provide manufacturer's warranties for products used. Existing cracks prior to construction shall not be warrantied by the contractor.

Close Out Documents: Shall consist of as built drawings, warranties, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims - G706 (Exhibit 7)
2. Contractor's Affidavit of Release of Liens - G706A (Exhibit 8)
3. Consent of Surety to final Payment - G707 (if bonds are required) (Exhibit 9)

Contact the Project Manager, Jody Russell, at the City of Mobile, Architectural Engineering Department, 251-208-1083 phone, or e-mail jody.russell@cityofmobile.org for further clarification regarding this Request for Bids. All communication during the project shall be through the project manager, Jody Russell.

Special Events Office (311 Call Center)
2900 Dauphin Street, Mobile, AL 36606MX-014a-25

BID-QUOTE FORM:

Company Name: _____

Company Address: _____

Office Phone #: _____ **Fax #:** _____

City of Mobile Business License No.: _____

In compliance with the Request for Bids prepared by the City of Mobile, Architectural Engineering Department, dated _____, and all Addendum(a) No(s) _____ dated _____, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within ~~sixty (60)~~ **thirty (30)** calendar days from the written Notice to Proceed.

Bidders Quoters shall NOT include sales tax in their bid. Submit Form C-3A, Accounting of Sales Tax, with Bid.

Bids Quotes shall be provided in whole dollar amount with no cents.

Base Bid Quote Amount:

Amount in Words

Dollars & No Cents \$ _____ .00

Contingency Allowance: One Two Thousand Dollars & No Cents \$ 12,000.00
Amount in Words Amount in #'s

Total Base Bid Quote Amount:

Amount in Words

Dollars & No Cents \$ _____ .00
Amount in #'s

Contact Phone #: _____ **Cell #:** _____

E-mail Address: _____

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____



**CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

BETWEEN the Owner: **CITY OF MOBILE**
 205 Government Street
 P O Box 1827
 Mobile, Alabama 36633

And the Contractor: _____

City Business License No.: _____

For the following Project: ~~Special Events Office (311 Call Center) - Re-roofing~~
 2900 DAUPHIN STREET
 Mobile, Alabama 36606
 Project Number: MX-014-25

**CONTRACTOR SHORT FORM CONTRACT
BETWEEN CITY OF MOBILE AND CONTRACTOR**



THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between City of Mobile, a political subdivision of the State of Alabama, hereinafter referred to as the "City" and (Contractor Name), hereinafter referred to as "Contractor."

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, the City has found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

I. CONTRACTOR'S SERVICE

- A. The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "**Exhibit A**" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein.
- B. If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.
- C. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

II. TERM

- A. **Commencement & Duration:** This Contract shall commence on the date of the written Notice to Proceed issued by the City and shall remain in effect until the earlier of (i) completion of all

obligations under this Contract or (ii) Thirty (30) days from the Notice to Proceed, unless otherwise terminated as provided herein.

III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall compensate Contractor in accordance with the agreed-upon pricing schedule:
1. Total Contract Value: \$ _____
[Insert Amount]
 2. Invoice Submission: Contractor shall submit invoices in accordance with the City's invoicing guidelines, including an itemized description of work performed, associated costs, and supporting documentation.
 3. The City reserves the right to withhold payment if deliverables do not meet contractual specifications or if the Contractor is in violation of any contract provision as outlined in Exhibit A.
- B. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed _____ and 00/100 Dollars (\$ _____) which includes a Contingency Allowance of One Thousand and 00/100 (\$1,000.00) for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Department Head of the Architectural Engineering Department.
- C. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.
- D. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- E. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.
- F. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.
- G. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The City shall pay the Contractor through payment issued by City upon receipt of the Contractor's invoice and written approval of same by the City's Department Head of the Architectural Engineering Department indicating that services have been rendered in conformity with this Contract.
- B. The Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- C. The Contractor's invoices shall be in a form satisfactory to the Department Head of the Architectural Engineering Department who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.
- D. For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
 - 1. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
 - 2. The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Department Head of the Architectural Engineering Department requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and

attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONTRACTORS INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall be endorsed to name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee

B. Comprehensive General Liability Insurance

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a “Per Project” Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

F. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

G. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

H. Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

I. Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

J. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor’s covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. PROOF OF ADVERTISEMENT OF COMPLETION

- A. Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.
- B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Justus J. Addiss IV dba J & A Contracting has completed the contract for Trinity Park - Pool Deck Repairs, 3100 Bank Avenue Mobile, Alabama 36617, PR-047-25, in Mobile, Alabama. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

X. LIQUIDATED DAMAGES

- A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be \$ [insert] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be (25% OF LIQUIDATED DAMAGES) per day.

XI. FORCE MAJEURE

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XII. OBLIGATIONS OF THE CITY

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section 13.1 above.
- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- H. BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

XIV. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each

party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

XV. CONTRACTOR WARRANTY

- A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.
- B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

XVI. SUSPENSION/STOP WORK ORDER

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions:
1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section 13.1.
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section 13.1. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

XVII. NOTICES

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: _____

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

XVIII. DEFAULT/ BREACH

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIX. EFFECT OF DEFAULT

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the

City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XX. WITHHOLDING PAYMENT DUE

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XXI. CURE PLAN

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

XXII. PEER REVIEW/VALUE ENGINEERING

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

XXIII. ANTI-BOYCOTT

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

XXIV. NON-DISCRIMINATION

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

XXV. COMPLIANCE WITH IMMIGRATION LAW

- A. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama,

Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

XXVI. CONTRACT DOCUMENTS

- A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit “A” Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.
- B. The following documents are incorporated by reference and made part of this Contract:
 - 1. Scope of Work (attached hereto as Exhibit A);
 - 2. Certificate of Liability Insurance (attached hereto as Exhibit B);
 - 3. Sample E-Verify MOU for Employers (attached hereto as Exhibit C); and
 - 4. City of Mobile: Office of Supplier Diversity – Subcontractor and Major Supplier Plan (attached hereto as Exhibit D).

XXVII. MISCELLANEOUS

- A. Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- B. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- E. Time is of the essence with regard to each and every aspect of the Contractor’s performance under this Contract.

- F. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- G. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- I. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- J. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- K. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- M. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- N. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- O. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- P. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

- R. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- S. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- T. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

CONTRACTOR:

By: _____
[Insert Name and Title]

STATE OF ALABAMA)
CITY OF MOBILE)

I, the undersigned Notary Public, in and for said City in said State, hereby certify that _____ [name], whose name as _____ [title] of _____ [Contractor]. is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, as such officer and with full authority, execute the same voluntarily for and as the act of said not-for-profit corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

Notary Public
My Commission Expires:

CITY OF MOBILE, A Municipal Corporation

By: _____ Date _____
William S. Stimpson, Mayor

ATTEST:

City Clerk

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT C: E-VERIFY MOU FOR EMPLOYERS

EXHIBIT D: CITY OF MOBILE: OFFICE OF SUPPLIER DIVERSITY – SUBCONTRACTOR AND
MAJOR SUPPLIER PLAN

**ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A**

To: City of Mobile

Date: _____

Name of Project: Special Events Office (311 Call Center) – Interior Painting
Project Number: MX-014a-25

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID: \$ _____

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder _____

Mailing Address _____

***By (Legal Signature)** _____

*Name (type or print) _____ (Seal)

*Title _____

Telephone Number _____



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” **Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes ☐ No ☐
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total number of Employees _____

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____

Email: _____ Phone: _____



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Small Business
Development for questions on
completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company _____ Your Bid/Proposal Amount \$ _____ Date: _____

Description _____ Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone: _____ Email: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		DBE/ALDOT DBE LIST(S): The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT
CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of _____ and xx/100 Dollars (\$_____.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete MX-014a-25, ~~Special Events Office~~ (311 Call Center) – Interior Painting, 2900 Dauphin Street, Mobile, Alabama 36606, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, _____, _____, _____, as Principal, and _____, _____, _____, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of _____ and xx/100 (\$_____.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete MX-014a-25, ~~Special Events Office (311 Call Center)~~ – Interior Painting, 2900 Dauphin Street, Mobile, Alabama 36606, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Attorney-In-Fact, _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

SURETY

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: _____

Resident Agent: _____
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

Owner's Representative: Shannon McIntyre
AE Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

OFFICE OF SMALL BUSINESS DEVELOPMENT

CITY OF MOBILE
Compliance Form
DBE UTILIZATION REPORT

Return to Office Small Business Development

Via email at archnique.kidd@cityofmobile.org

P.O. Box 1948

Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO
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DESCRIPTION:	Estimated Completion Date:
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This report is for the month of: (CHECK ONE):	JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____
--	---------------------	--------------------	---------------------	-------------------	-------------

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ / ____ / ____
(Title) (Date)

DBE Utilization Report

TO OWNER City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

- | | | |
|--|----|-------|
| 1. ORIGINAL CONTRACT SUM | \$ | _____ |
| 2. Net change by Change Orders | \$ | _____ |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2) | \$ | _____ |
| 4. TOTAL COMPLETED & STORED TO
DATE (Column G on G703) | \$ | _____ |
| 5. RETAINAGE: | | |
| a. _____ % of Completed Work
(Column D + E on G703) | \$ | _____ |
| b. _____ % of Stored Material
(Column F on G703) | \$ | _____ |
| Total Retainage (Lines 5a + 5b or
Total in Column I of G703) | \$ | _____ |
| 6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) | \$ | _____ |
| 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) | \$ | _____ |
| 8. CURRENT PAYMENT DUE | \$ | _____ |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | \$ | _____ |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



AIA[®] Document G704[™] – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)

PROJECT NUMBER: /
CONTRACT FOR: General Construction
CONTRACT DATE:

OWNER: ☒

ARCHITECT: ☐

CONTRACTOR: ☒

FIELD: ☐

OTHER: ☐

TO OWNER:
(Name and address)

TO CONTRACTOR:
(Name and address)

City of Mobile, Architectural Engineering Department

P.O. Box 1827

Mobile, Alabama 36633-1827

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty

Date of Commencement

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$0.00

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at _____ (time) on _____ (date).

City of Mobile
OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA®

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: General Construction	CONTRACTOR: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:

AIA[®] Document G706A[™] – 1994
Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: General Construction	ARCHITECT: ☐
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: ☐
		SURETY: ☐
		OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
 Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)

CITY OF MOBILE, AL
VENDOR INFORMATION FORM

Company Information:

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

Primary Contact:

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

Alternate Contact (if applicable):

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

City of Mobile Business License Information:

17. City of Mobile Business License No. (if required):

Please attach additional sheets if necessary.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT A
SCOPE OF WORK

~~Special Events Office~~ (311 Call Center)

Interior Painting

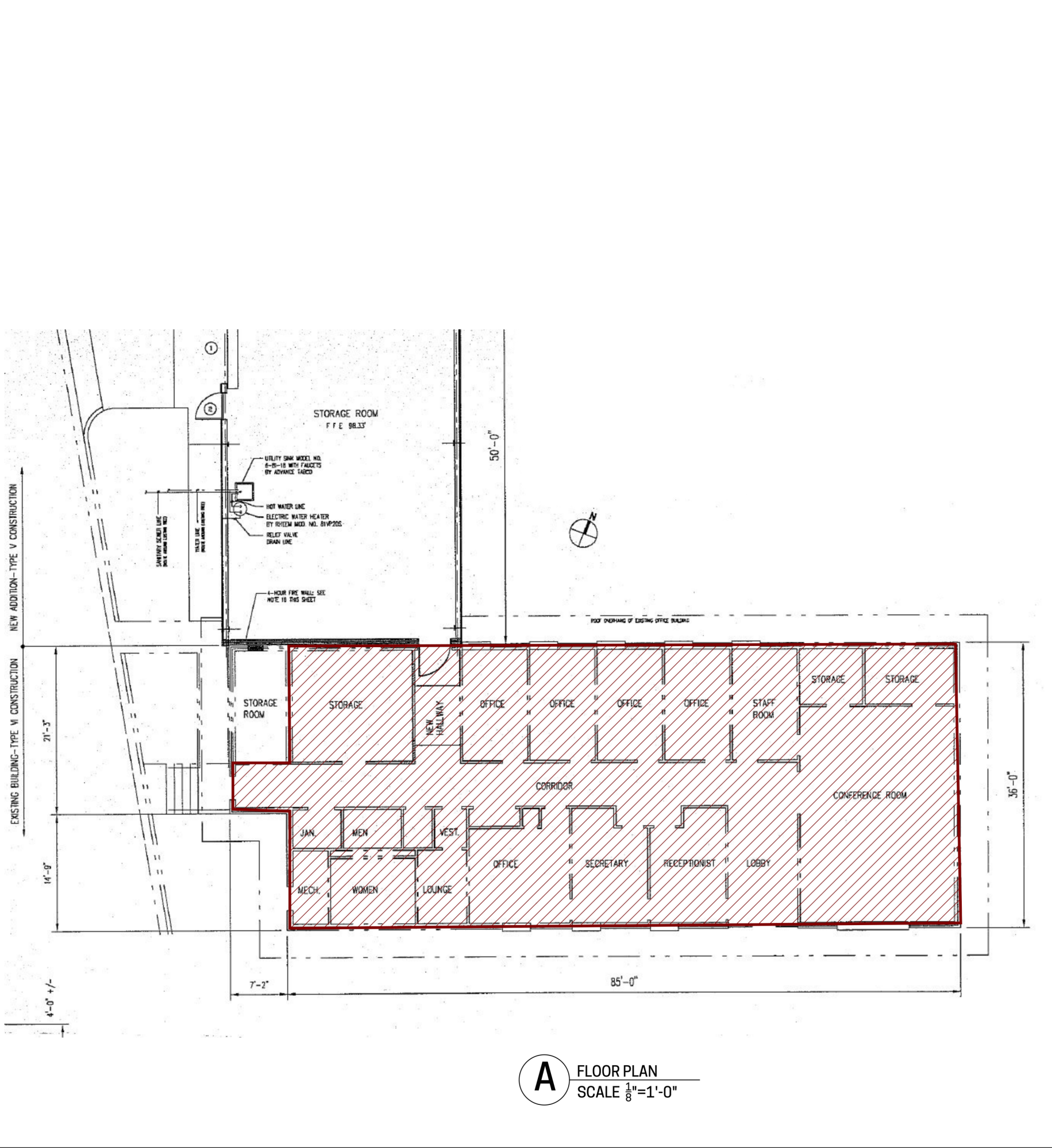
Project #MX-014a-25

The work of this contract consists of painting the interior of the facility per the specifications included in this project manual.

END OF SCOPE OF WORK

Special Events Office (311 Call Center)
Interior Paint
2900 Dauphin Street, Mobile, AL 36606
MX-014a-25

DRAWINGS



- GENERAL NOTES:
1. Prepare all surfaces to be painted appropriately to achieve a smooth, continuous, professional surface.
 2. Remove any peeling paint, sand all rough areas, and repair any damaged spots with appropriate materials to achieve a continuous, smooth surface.
 3. Cover all tile floor surfaces. Any paint on the tile surfaces is to be removed by the contractor without damaging the tile floor.
 4. Cover all glass (windows, glass walls), fixtures, hinges, lights, etc. Any item that is not to be painted should be covered appropriately. Any paint noted on non-painted items are to be removed professionally as to not damage the fixture, light, etc.
 5. Doors and trim(door and window) to be painted the same color specified in the attached documents. (SW 6993 Black of Night) Wood doors and metal trim have specified paint types. See attached.
 6. Walls to be painted per the specified color in the attached documents. (SW 7757 High Reflective White)
 7. The ceiling is painted with the specified color in the attached documents. (SW 7757 High Reflective White).
 8. Any stains noted on the ceiling to be addressed with the specified stain blocker. The contractor is to be sure not to damage any ceiling tiles during application.
 9. Kitchen cabinets are to be painted with the specified color in the attached documents. (SW 9166 Drift of Mist)

- KEY NOTES:
1. WALLS: SW 7757 High Reflective White
 2. CEILING: SW 7757 High Reflective White
 3. KITCHEN CABINETS: SW 9166 Drift of Mist
 4. DOOR / DOOR FRAMES: SW 6993 Black of Night
 5. BOOKCASE: Leave as existing finish in main office

*Unless specified by the Project Manager, all painted surfaces listed above are included in the hatched floor plan on this page.

*See Request for Bids and Section 09 91 23 - Interior Paint and Coatings for actual paint systems to be used. Drawing is for reference only and not exact.

Project Manager:
Jody Russell, AE Department
c. 251-208-1083
jody.russell@cityofmobile.org

DATE: June 30, 2025
REVISION:

PROJECT NAME:
Special Events Office (311 Call Center) - Interior Painting
PROJECT NUMBER: MX-014a-25
SHEET NAME:
First Floor Painting Layout



A-1

SECTION 09 91 23
INTERIOR PAINTS AND COATINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Interior paint and coating commercial systems including surface preparation.

1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 04 20 00 - Unit Masonry: Concrete Masonry Units (CMU) and brick.
- C. Section 05 12 16 - Fabricated Fireproofed Steel Columns.
- D. Section 05 50 00 - Metal Fabrications.
- E. Section 06 20 00 - Finish Carpentry.
- F. Section 06 40 00 - Architectural Woodwork.
- G. Section 08 11 13.16 - Custom Hollow Metal Doors and Frames.
- H. Section 09 21 16.23 - Gypsum Board Shaft Wall Assemblies.
- I. Section 23 05 00 - Common Work Results for HVAC.
- J. Section 26 05 00 - Common Work Results for Electrical.

1.3 REFERENCES

- A. Steel Structures Painting Council (SSPC):
 - 1. SSPC-SP 1 - Solvent Cleaning.
 - 2. SSPC-SP 2 - Hand Tool Cleaning.
 - 3. SSPC-SP 3 - Power Tool Cleaning.
 - 4. SSPC-SP5/NACE No. 1, White Metal Blast Cleaning.
 - 5. SSPC-SP6/NACE No. 3, Commercial Blast Cleaning.
 - 6. SSPC-SP7/NACE No. 4, Brush-Off Blast Cleaning.
 - 7. SSPC-SP10/NACE No. 2, Near-White Blast Cleaning.
 - 8. SSPC-SP11, Power Tool Cleaning to Bare Metal.
 - 9. SSPC-SP12/NACE No. 5, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
 - 10. SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete.
- B. Material Safety Data Sheets / Environmental Data Sheets: Per manufacturer's MSDS/EDS for specific VOCs (calculated per 40 CFR 59.406). VOCs may vary by base and sheen.
- C. California Department of Public Health (CDPH):
 - 1. CDPH v1.1-2010 and V1.2-2017

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: For each paint system indicated, including.
 - 1. Product characteristics.
 - 2. Surface preparation instructions and recommendations.
 - 3. Primer requirements and finish specification.
 - 4. Storage and handling requirements and recommendations.
 - 5. Application methods.
 - 6. Cautions for storage, handling and installation.
- C. Selection Samples: Submit a complete set of color chips that represent the full range of manufacturer's products, colors and sheens available.
- D. Verification Samples: For each finish product specified, submit samples that represent actual product, color, and sheen.
- E. Coating Maintenance Manual: Upon conclusion of project, the Contractor or paint manufacturer/supplier shall furnish a coating maintenance manual, such as Sherwin-Williams, "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.
- F. Only submit complying products based on project requirements (i.e. LEED). One must also comply with the regulations regarding VOCs (CARB, OTC, SCAQMD, LADCO). To ensure compliance with district regulations and other rules, businesses that perform coating activities should contact the local district in each area where the coating will be used.
- G. USGBC LEED V4 Submittals:
 - 1. MRc2 Environmental Product Declaration Product Language: Products shall be selected with a preference to products that have product-specific environmental product declaration documentation.
 - 2. EQc2 Low Emitting Materials: The VOC content of all adhesives, sealants, paints and coatings in this Section shall not exceed the VOC limits established in Division 01 Sustainable Design sections.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Paint exposed surfaces. If a color of finish, or a surface is not specifically mentioned, Architect will select from standard products, colors and sheens available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels unless indicated.
- D. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish surfaces for verification of products, colors and sheens.
 - 2. Finish area designated by Architect.
 - 3. Provide samples that designate primer and finish coats.
 - 4. Compatibility and Adhesion: Check after one week of drying and curing by testing in accordance with ASTM D3359; Adhesion by tape test. If coating system is incompatible, additional surface preparation up to and including complete removal

- may be required.
5. Do not proceed with remaining work until the Architect approves the mock-up.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver manufacturer's unopened containers to the work site. Packaging shall bear the manufacturer's name, label, and the following list of information.
1. Product name, and type (description).
 2. Application and use instructions.
 3. Surface preparation.
 4. VOC content.
 5. Environmental handling.
 6. Batch date.
 7. Color number.
- B. Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.
- C. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.
- D. Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
- B. Furnish Owner with an additional one percent of each material and color, but not less than 1 gal (3.8 l) or 1 case, as appropriate.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Sherwin-Williams, which is located at: 101 Prospect Ave.; Cleveland, OH 44115; ASD Toll Free Tel: 800-524-5979; Tel: 216-566-2000; Fax: 440-826-1989; Email: request info specifications@sherwin.com; Web: www.swspecs.com.
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 APPLICATIONS/SCOPE

- A. Interior Paint and Coating Commercial Systems:
1. Concrete: Stairs and Landings.
 2. Metal: Previously Coated Hollow Metal Doors and Frames.
 3. Drywall: Previously Coated Wallcovering.

2.3 PAINT MATERIALS - GENERAL

- A. Paints and Coatings:
 - 1. Unless otherwise indicated, 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.
 - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color. Or follow manufacturer's product instructions for optimal color conformance.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required, per manufacturer's specifications.
- D. Color: Refer to Finish Schedule for paint colors, and as selected.
- E. LEED Requirements: LEED V4 and V4.1 EQ Credit: Indoor Environmental Quality-Low Emitting Materials.

2.4 INTERIOR PAINT AND COATING COMMERCIAL SYSTEMS

- A. Metal: Previously Coated Hollow Metal Doors and Frames.
 - 1. Acrylic System; Waterbased:
 - a. Semi-Gloss Finish:
 - 1) First Coat: B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss (5.0 mils wet, 2.0 mils dry).
 - 2) Second Coat: B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss (4.0-5.0 mils wet, 1.4 - 1.7 mils dry per coat).
- SW 6993 Black of Night
- B. Drywall/Ceiling: Previously Coated Wallcovering and Ceiling.
 - 1. Latex Systems; Waterbased:
 - a. Eg-Shel/Low Luster Finish:
 - 1) First Coat: B20W12651 - ProMar® 200 Zero VOC Interior Latex Eg-Shel (4 mils wet, 1.4 mils dry). -
 - 2) Second Coat: B20W12651 - ProMar® 200 Zero VOC Interior Latex Eg-Shel (4 mils wet, 1.5 mils dry per coat)
 - 3) Stain Blocker: B49W00600 - Extreme Block Oil Base Primer (spot treatment for existing stains on ceiling)
- SW 7757 High Reflective White
- C. Wood – Interior
 - 1. Mixed System:
 - a. Semi-Gloss Finish:
 - 1) Primer: B49W00600 - Extreme Block Oil Base Primer (4 mils wet, 1.4 mils dry)
 - 2) Topcoat: B31W02151 - Proclassic Waterbase Semigloss (4 mils wet, 1.5 mils dry per coat)
- Doors – SW 6993 Black of Night
- Kitchen Cabinets – SW 9166 Drift of Mist

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared; notify Architect of unsatisfactory conditions before proceeding. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- B. Proceed with work only after conditions have been corrected and approved by all parties, otherwise application of coatings will be considered as an acceptance of surface conditions.
- C. Previously Painted Surfaces: Verify that existing painted surfaces do not contain lead based paints, notify Architect immediately if lead based paints are encountered.

3.2 SURFACE PREPARATION

- A. General: Surfaces shall be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
 - 1. Prior to attempting to remove mildew, it is recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions are advised.
 - 2. Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply solution and scrub the mildewed area. Allow solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow surface to dry before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.
 - 3. Remove items including but not limited to thermostats, electrical outlets, switch covers and similar items prior to painting. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
 - 4. No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50 degrees F (10 degrees C), unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50 degrees F (10 degrees F) or higher to use low temperature products.
- B. Concrete, SSPC-SP13 or NACE 6: This standard gives requirements for surface preparation of concrete by mechanical prior to the application of bonded protective coating or lining systems. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems. Concrete to be cleaned of all dirt, grease, and other contaminants. Concrete to be prepped to a CSP 1-3.

3.3 INSTALLATION

- A. Apply all coatings and materials with the manufacturer's specifications in mind. Mix and thin coatings according to manufacturer's recommendations.
- B. Do not apply to wet or damp surfaces. Wait at least 30 days before applying to new concrete

or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content. Wait until wood is fully dry after rain or morning fog or dew.

- C. Apply coatings using methods recommended by manufacturer.
- D. Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturers recommended dry film thickness.
- F. Regardless of number of coats specified, apply as many coats as necessary for complete hide, and uniform appearance.
- G. Inspection: The coated surface must be inspected and approved by the Architect just prior to the application of each coat.

3.4 PROTECTION

- A. Protect finished coatings from damage until completion of project.
- B. Touch-up damaged coatings after substantial completion, following manufacturer's recommendation for touch up or repair of damaged coatings. Repair any defects that will hinder the performance of the coatings.

END OF SECTION



SHERWIN-WILLIAMS®

Product Submittal

2900 Dauphin St Interior Repaint

Presented By:

Michelle Alexander

SALES- Sales Representative PC Commercial

+1 (251) 379-6928

michelle.alexander@sherwin.com

SHERWIN-WILLIAMS

1904 GOVERNMENT ST

MOBILE, AL 36606 1626

(251) 471-1438

July 07, 2025

Interior Finishes

Wood - Interior

Primer: B49W00600 - Extreme Block Oil Base Primer

Notes: Kitchen Cabinet and all doors

Topcoat: B31W02151 - Proclassic Waterbase Semigloss

Notes: Kitchen Cabinet and all doors

Drywall

First Coat: B20W12651 - ProMar® 200 Zero VOC Interior Latex Eg-Shel Extra White

Notes: All Walls

Second Coat: B20W12651 - ProMar® 200 Zero VOC Interior Latex Eg-Shel Extra White

Notes: All Walls

Metal Door Frames

First Coat: B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss Extra White

Notes: All Door Frames

Second Coat: B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss Extra White

Notes: All Door Frames



SHERWIN-WILLIAMS.

Basic Surface Preparation

Coating performance is directly affected by surface preparation. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coating failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.

The majority of paintable surfaces are concrete, ferrous metal, galvanizing, wood and aluminum. They all require protection to keep them from deteriorating in aggressive environments. Selection of the proper method for surface preparation depends on the substrate, the environment, the coating selected, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations. Verify that Owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings. Concluding that no lead based paints were found on project site, delete paragraph regarding lead based paints.

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless the products to be used are designed to be used in those environments.

Aluminum – S-W 1: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.

Block (Cinder and Concrete) – S-W 3: Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 28 days at 75°F. The pH of the surface should be between 6 and 9. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound (per ASTM D4261).

Brick – S-W 4: Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner.

Concrete and Masonry – Concrete, Poured – Exterior or Interior – S-W 5: The preparation of new concrete surfaces is as important as the surface preparation of steel. The following precautions will help assure maximum performance of the coating system and satisfactory coating adhesion:

1. Cure – Concrete must be cured prior to coating. Cured is generally defined as concrete poured and aged at a material temperature of at least 75°F for at least 28 days unless specified products are designed for earlier application.

2. Moisture – Reference ASTM F1869-98 Moisture Test by use of Calcium Chloride or ASTM D4263 Plastic Sheet Method. Concrete must be free from moisture as much as possible (it seldom falls below 15%). Vapor pressures, temperature, humidity, differentials, and hydrostatic pressures can cause coatings to prematurely fail. The source of moisture, if present, must be located, and the cause corrected prior to coating.

3. Temperature – Air, surface and material temperatures must be in keeping with requirements for the selected product during and after coating application, until coating is cured.

4. Contamination – Remove all grease, dirt, paint, oil, laitance, efflorescence, loose mortar, and cement by the recommendations listed in the surface preparation section.

5. Surface Condition – Hollow areas, bug holes, voids, honeycombs, fin form marks, and all protrusions or rough edges are to be ground or stoned to provide a continuous surface of suitable texture for proper adhesion of the coating. Imperfections may require filling, as specified, with a recommended Sherwin-Williams product.

6. Concrete Treatment – Hardeners, sealers, form release agents, curing compounds, and other concrete treatments should be removed to ensure adequate coating adhesion and performance.

Methods of Surface Preparation on Concrete per SSPC-SP13/NACE 6 or ICRI 03732 Surface Cleaning Methods: Vacuum cleaning, air blast cleaning, and water cleaning per ASTM D4258.

Used to remove dirt, loose material, and/or dust from concrete.

Detergent water cleaning and steam cleaning per ASTM D4258.

Used to remove oils and grease from concrete. Prior to abrasive cleaning, and after abrasive cleaning, surfaces should be cleaned by one of the methods described above.

Mechanical Surface Preparation Methods:

Dry abrasive blasting, wet abrasive blasting, vacuum assisted abrasive blasting, and centrifugal shot abrasive blasting per ASTM D4259. Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

High-pressure water cleaning or water jetting per SSPC-SP12-NACE5.

Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

Impact tool methods per ASTM D4259.

Used to remove existing coatings, laitance, and weak concrete. Methods include scarifying, planing, scabbling, and rotary peening. Impact tools may fracture concrete surfaces or cause microcracking requiring surface repair.

Power tool methods per ASTM D4259.

Used to remove existing coatings, laitance, weak concrete, and protrusions in concrete. Methods include circular grinding, sanding, and wire brushing. These methods may not produce the required surface profile to ensure adequate adhesion of subsequent coatings.

Chemical Surface Preparation Methods:

Acid etching per ASTM D4260. Use to remove some surface contaminants, laitance, and weak concrete, and to provide a surface profile on horizontal concrete surfaces. This method requires complete removal of all reaction products and pH testing to ensure neutralization of the acid. Not recommended for vertical surfaces. Etching with hydrochloric acid shall not be used where corrosion of metal in the concrete is likely to occur. Adequate ventilation and safety equipment required.

1. Clean surface per ASTM D4268
2. Wet surface with clean water
3. Etch with 10-15% muriatic acid solution at the rate of 1 gallon per 75 square feet
4. Scrub with stiff brush
5. Allow sufficient time for scrubbing and until bubbling stops
6. If no bubbling occurs, surface is contaminated. Refer to ASTM D4258 or ASTM D4259
7. Rinse surface two or three times. Remove acid/water each time.
8. Surface should have a texture similar to medium grit sandpaper.
9. Neutralize surface with a 3% solution of tri-sodium phosphate and flush with clean water.
10. Allow to dry and check for excess moisture.

Cement Composition Siding/Panels – S-W 6: Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, many times the pH may be 10 or higher.

Composition Board (Hardboard) – S-W 9: Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyl primer.

Copper – S-W 7: Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP2, Hand Tool Cleaning.

Drywall—Interior and Exterior – S-W 8: Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

Galvanized Metal – S-W 10: Allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.

Plaster – S-W 11: Must be allowed to dry thoroughly for at least 30 days before painting. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Steel/Ferrous Metal Substrates

SSPC-SP1- Solvent Cleaning: Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. Follow manufacturer's safety recommendations when using solvents. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.1. (Refer to each products cleaning instructions. Many acrylic coatings will state; When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**)

SSPC-SP2 - Hand Tool Cleaning: Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.2.

SSPC-SP3 - Power Tool Cleaning: Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.3.

SSPC-SP5 / NACE 1 - White Metal Blast Cleaning: A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP5/ NACE No.1.

SSPC-SP6 / NACE 3 - Commercial Blast Cleaning: A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP6/NACE No.3.

SSPC-SP7 / NACE 4 - Brush-Off Blast Cleaning: A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Mill scale, rust, and coating are considered adherent if they cannot be removed by lifting with a dull putty knife. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP7/NACE No.4.

SSPC-SP10 / NACE 2 - Near-White Blast Cleaning: A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPCSP10/ NACE No.2.

SSPC-SP11 - Power Tool Cleaning to Bare Metal: Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP 1, Solvent Cleaning, or other agreed upon methods. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.11.

SSPC-SP12 / NACE 5 - Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating: High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP12/NACE No.5.

SSPC-SP13 / NACE 6 or ICRI 03732 - Surface Preparation of Concrete: This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP13/NACE No.6 or ICRI 03732

SSPC-SP14 / NACE 8 – Industrial Blast Cleaning: This standard gives requirements for industrial blast cleaning of unpainted or painted steel surfaces by the use of abrasives. This joint standard allows defined quantities of mill scale and/or old coating to remain on the surface. An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residue are permitted to remain on 10% of each unit area of the surface. The traces of mill scale, rust, and coating shall be considered tightly adherent if they cannot be lifted with a dull putty knife. Shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals: This standard covers the requirements for brush-off blast cleaning of uncoated or coated metal surfaces other than carbon steel by the use of abrasives. These requirements include visual verification of the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife.

High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials:

SSPC-SP WJ-1/NACE WJ-1: Clean to Bare Substrate (WJ-1) is intended to be similar to the degree of surface cleanliness of SSPC-SP 5/NACE 1, except that stains are permitted to remain on the surface. This standard is used when the objective is to remove every trace of rust and other corrosion products, coating and mill scale.

SSPC-SP WJ-2/NACE WJ-2: Very Thorough Cleaning (WJ-2) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove almost all rust and other corrosion products, coating, and mill scale.

SSPC-SP WJ-3/NACE WJ-3: Thorough Cleaning (WJ-3) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove much of the rust and other corrosion products, coating, and mill scale, leaving tightly adherent thin films.

SSPC-SP WJ-4/NACE WJ-4: Light Cleaning (WJ-4) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to allow as much of the tightly adherent rust and other corrosion products, coating, and mill scale to remain as possible. Discoloration of the surface may be present.

Water Blasting NACE Standard RP-01-72: Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

Stucco S-W 22 : Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9.

Wood—Exterior – S-W 23: Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth. Caulk should be applied after priming.

Wood—Interior – S-W 24: All finishing lumber and flooring must be stored in dry, warm rooms to prevent absorption of moisture, shrinkage, and roughening of the wood. All surfaces must be sanded smooth, with the grain, never across it. Surface blemishes must be corrected and the area cleaned of dust before coating.

Vinyl Siding, Architectural Plastics, PVC & Fiberglass: – S-W 24: Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe® Colors are not used and darker colors lower than an LRV of 56 are, the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

Previously Coated Surfaces – S-W 12: Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.

Touch-Up, Maintenance and Repair

For a protective coating system to provide maximum long-term protection, regularly scheduled maintenance is required. Maintenance includes inspection of painted areas, cleaning of surfaces to remove oils, chemicals, and other contaminants, and touch-up of areas where the coatings have been damaged. Highly corrosive areas, such as those subjected to frequent chemical spillage, corrosive fumes, and/or high abrasion or temperature areas should be inspected frequently – every six months, for example. Areas exposed to less severe conditions, such as interiors and exteriors of potable water tanks, may be inspected annually to assess the condition of the coating system.

The SSPC-VIS 2, Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces, can be used as a guide to determine appropriate touch-up and repairs maintenance schedules. Touch-up would be suggested when the surface resembles Rust Grade 5-S (Spot Rusting), 6-G (General Rusting), or 6-P (Pinpoint Rusting). Surface preparation would generally consist of SSPC-SP2, SP3, SP11, or SP12. Overcoating a well protected, but aged steel surface showing no evidence of rusting, may be achieved by Low Pressure Water Cleaning per SSPC-SP12/WJ4, and applying an appropriate coating system.

Full removal of the existing coating system by abrasive blasting would be recommended when the surface resembles Rust Grade 3-S (Spot Rusting), 4-G (General Rusting), or 4-P (Pinpoint Rusting). When the coating system has deteriorated to encompass approximately 33% of the surface area, it is always more economical to consider full removal and reapplication of the appropriate protective coating system.

Mildew –Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.



SHERWIN-WILLIAMS®

Reference Pages

Data Pages

Extreme Block®**Stain Blocking Primer-Sealer**

B49W00600 (US) B49WQ0600 (Canada)

**SHERWIN
WILLIAMS.****CHARACTERISTICS****Extreme Block® Stain Blocking Primer/Sealer:**

- Stain Blocking
- Fast Drying
- Blocks and seals stains from water, smoke, fire, nicotine, knots and tannin bleed
- Multi-purpose oil-based primer
- Excellent adhesion
- High hiding
- Interior or Exterior use
- Easily sands

For use on these interior-exterior surfaces:

- Pine • Fir • Cedar • Redwood • Plywood
- Hardboard • Wood • Cured Masonry • Drywall
- Ceiling tiles • Cured plaster • Primed metals
- Previously Painted Surfaces
- Whole house primer

Color: White**Coverage:** 350-400 sq. ft. per gallon
4 mils wet, 2.2 mils dry

Drying and recoat times are temperature, humidity, and film thickness dependent.

Drying Time, @ 77° F, 50% RH:**Touch:** 1 hour**Recoat:** 2 hours**Finish:** Flat

Tinting: Requires Blend-A-Color Toner for tinting. For best topcoat color development, use the recommended "P"-shade primer. If desired, up to 4 oz per gallon of Blend-A-Color Toner can be used to approximate the topcoat color. Check color before use.

White B49W00600

(may vary by color)

V.O.C. (less exempt solvents):338 grams per litre; 2.82 lbs. per gallon
As per 40 CFR 59.406**Volume Solids:** 56 ±2%**Weight Solids:** 77 ±2%**Weight per Gallon:** 12.09 lbs**Flash Point:** 111°F PMCC**Vehicle Type:** Alkyd**Shelf Life:** 36 months, unopened**WVP Perms (US):** 17.06 gains/(hr ft² in Hg)

Mildew Resistant: This coating contains agents which inhibit the growth of mildew on the surface of this coating film.

COMPLIANCE

As of 08/15/2024, Complies with :

OTC	Yes
OTC Phase II	No
S.C.A.Q.M.D.	No
CARB	No
CARB SCM 2007	No
CARB SCM 2020	No
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	Yes

APPLICATION

Apply at temperatures above 35°F (1.6°C)

Do not reduce for stain blocking or in restricted areas.**No reduction needed.****Brush:**

Use a natural bristle brush. Purdy Black Bristle.

Roller:

Use a 3/8 inch nap synthetic cover. Purdy White Dove 1/2 inch nap.

For specific brushes and rollers, please refer to our Brush and Roller Guide on Sherwin.williams.com.

Spray - Airless:

Pressure 2000 p.s.i.
Tip .019-.021 inch

APPLICATION TIPS

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For optimal performance, this primer must be topcoated with a latex, alkyd-oil, or water based epoxy, on architectural applications.

For best topcoat color development, use the recommended "P"-shade primer. Check color before use.

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

SPECIFICATIONS

1 coat Extreme Block Stain Blocking Primer Sealer

2 coats Appropriate Interior or Exterior topcoat

Recommended Architectural Topcoats:

All Surface Enamels
Duration® Exterior
Duration® Home Interior
Emerald® Exterior & Interior
Emerald® Urethane Trim Enamel
Latitude™ Exterior
SuperPaint® Exterior & Interior
ProMar® Interior

For optimal performance, this primer must be topcoated with a latex, alkyd-oil, or water based epoxy, on architectural applications.

Extreme Block®

Stain Blocking Primer-Sealer

SURFACE PREPARATION

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

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Caulking:

Fill gaps between windows, doors, trim and other through-wall openings with the appropriate caulk after priming the surface. Allow proper drying time before application of the primer.

Drywall:

Fill cracks and holes with patching paste-spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.

Smoke, fire or stain damaged areas:

Thoroughly clean the surface before applying to smoke, fire or stained areas. After priming, allow to dry 1 hour, test a small area for bleeding by applying the topcoat before painting the entire project. If the stain bleeds through, apply a second coat of primer and allow to dry overnight and retest before topcoating.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Plaster:

Bare plaster must be cured, usually 30 days, and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of clean water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Wood Composition Board:

Sand any exposed, weathered wood to a fresh surface. Replace any deteriorated wood. Patch all holes and imperfections with a wood filler or putty and sand smooth. Spot prime knots and sap streaks.

On woods that present potential tannin bleeding, such as redwood and cedar, **Extreme Block Stain Blocking Primer-Sealer** can be used. Care must be taken to determine if tannins will be activated by the solvent in the coating. To test for bleeding, coat a 4 foot by 4 foot section with the primer. If no bleeding is evident within 2 hours, proceed with complete priming. If bleeding occurs, it may be the result of solvent soluble tannin within the wood. In that case, use Exterior Latex Wood Primer.

CAUTIONS

Review current SDS prior to use.

Non-Photochemically reactive.

Not for use on horizontal surfaces, such as a roof, deck, or floor, or where water may collect.

Before using, carefully read **CAUTIONS on label**.

HARMFUL OR FATAL IF SWALLOWED. COMBUSTIBLE! VAPOR HARMFUL. IRRITATES EYES, SKIN AND RESPIRATORY TRACT. ALIPHATIC HYDROCARBONS Contents are **COMBUSTIBLE**. Keep away from heat and open flame. **VAPOR HARMFUL**. Use only with adequate ventilation.

To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiratory difficulty, provide fresh air and call physician. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 08/15/2024 B49W00600 22 338
FRC, SP

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with compliant compatible solvent. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

ProClassic®

Waterborne Interior Acrylic Semi-Gloss

B31-1100/2100 Series


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

ProClassic Waterborne Interior Acrylic Enamel is a high quality coating that provides a durable, non-yellowing finish. The excellent flow and leveling characteristics result in a smooth, rich finish equal to an alkyd enamel.

Project Uses:

- trim areas and molding
- cabinets-doors-windows
- kitchen's-baths-locker rooms
- laundry rooms
- high traffic areas

Substrates:

- drywall-plaster
- paneling-wood
- metal
- concrete-masonry

Color: Most Colors

To optimize hide and color development, always use the recommended P-Shade primer

Coverage: 350-400 sq.ft. per gallon
@ 4 mils wet; 1.2 mils dry

Drying Time, @ 77°F, 50% RH:

Touch: 1 Hour

Recoat: 4 Hours

Drying and recoat times are temperature, humidity, and film thickness dependent

Finish: 35-45 units @ 60°

Tinting with CCE only:

Base:	oz. per gallon	Strength:
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High Reflective White	0-5	SherColor
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Extra White	0-5	SherColor
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Deep Base	4-12	SherColor
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Extra White B31W02151

(may vary by color)

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids: 31 ± 2%

Weight Solids: 43 ± 2%

Weight per Gallon: 10.17 lbs

Flash Point: N/A

Vehicle Type: Styrene Acrylic

Shelf Life: 36 months unopened

COMPLIANCE

As of 11/13/2019, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	No
MIR-Product Lens Certified	No
MPI	No

APPLICATION

Apply at temperatures above 50°F.

No reduction needed.

Brush:

Use a nylon/polyester brush.

Roller:

For best final appearance when rolling, finish off in one direction, especially for dark colors.

Use a high quality polyester roller cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com

Spray—Airless

Pressure	2000 p.s.i.
Tip	.015-.021 inch
	.011 inch for fine finishing

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Priming and application of two coats at the recommended film thickness can help where hiding of a previous coating or application to new drywall is a factor.

SPECIFICATIONS

Drywall:

- 1 coat Premium Wall and Wood Primer
- 2 coats ProClassic Waterborne Interior

Masonry / Block: (can be filled to provide a smooth surface or primed if it is a high pH substrate)

- 1 coat Loxon Acrylic Block Surfer

or

- 1 coat Loxon Concrete and Masonry Primer
- 2 coats ProClassic Waterborne Interior

Metal - Steel, Aluminum, Galvanized:

- 1 coat All Surface Enamel Latex Primer
- 2 coats ProClassic Waterborne Interior

Plaster:

- 1 coat Loxon Concrete and Masonry Primer
- 2 coats ProClassic Waterborne Interior

Wood, Composition Board:

- 1 coat Premium Wall and Wood Primer
- 2 coats ProClassic Waterborne Interior

If the wood has bleeding (such as tannin or knot-holes), prime with Multi-Purpose Primer.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

SURFACE PREPARATION

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

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Caulking:

Gaps between walls, ceilings, crown moldings, and other interior trim can be filled with the appropriate caulk after priming the surface.

Drywall:

Fill cracks and holes with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.

Masonry, Concrete, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations—usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete and Masonry Primer.

SURFACE PREPARATION**Mildew:**

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

Plaster:

Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Wood:

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth.

CAUTIONS

For interior use only
Protect from freezing.
Non-photochemically reactive.

Before using, carefully read **CAUTIONS** on label

Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

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CLEANUP INFORMATION

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

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

ProMar® 200 Zero V.O.C.

Interior Latex Eg-Shel

B20-Series


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

ProMar® 200 Zero V.O.C. Interior Latex Eg-Shel is a durable, professional quality, interior vinyl acrylic finish for use on walls, ceilings, and trim of primed plaster, wallboard, wood, masonry, and primed metal.

Color: Most Colors
To optimize hide and color development, always use the recommended P-Shadow primer.

Coverage: 350-400 sq. ft. per gallon
@ 4 mils wet
1.7 mils dry

Drying Time, @ 77° F, 50% RH:
Touch: 1 Hour
Recoat: 4 Hours
Drying and recoat times are temperature, humidity, and film thickness dependent.

Finish: 15-20 units @ 85°
5+ units @ 60°

Tinting with CCE:

Base:	oz. per gallon:	Strength:
High Ref White	0-6	SherColor
Extra White	0-7	SherColor
Deep Base	4-12	SherColor
Ultradeep Base	10-12	SherColor
Real Red	0-12	SherColor
Bright Yellow	0-12	SherColor
Dover White		Do Not Tint

Extra White B20W12651

(may vary by color)

V.O.C. (less exempt solvents):

Less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids: 42 ±2%
Weight Solids: 54 ±2%
Weight per Gallon: 10.81 lbs
Flash Point: N.A.
Vehicle Type: Vinyl Acrylic
Shelf Life: 18 months, unopened
WVP Perms (US): 54.19 grains/(hr ft² in Hg)

Anti-microbial

This product contains agents which inhibit the growth of mold and mildew on the surface of this paint film.

COMPLIANCE

As of 03/03/2025, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	No
MPI®	#52, 52 X-Green®

APPLICATION

Apply at temperatures above 50°F
No reduction needed.

Brush:

Use a nylon-polyester brush such as Purdy® Clearcut®.

Roller:

Use a 3/8 to 3/4 inch nap synthetic cover such as Purdy® White Dove™.

For specific brushes and rollers, please refer to our Brush and Roller Guide on Sherwin-williams.com

Spray - Airless:

Pressure 2000 p.s.i.
Tip .017-.021 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Priming and application of two coats at the recommended film thickness can help where hiding of a previous coating or application to new drywall is a factor.

Using the same method of application and batch to touch up with as that originally used will help improve touch up.

When original application was by spray, preconditioning of touch up paint by running it through the spray tip will help touch up appearance.

SPECIFICATIONS

Block:

1 coat ConFlex Block Filler*
2 coats ProMar 200 Zero V.O.C. Interior Latex

Drywall:

1 coat ProMar 200 Zero V.O.C. Latex Primer
2 coats ProMar 200 Zero V.O.C. Interior Latex

Masonry:

1 coat Loxon Concrete & Masonry Primer*
2 coats ProMar 200 Zero V.O.C. Interior Latex

Plaster:

1 coat Loxon Concrete & Masonry Primer*
2 coats ProMar 200 Zero V.O.C. Interior Latex

Wood:

1 coat Premium Wall & Wood Primer*
2 coats ProMar 200 Zero V.O.C. Interior Latex

*These primers contain less than 50 grams per litre V.O.C.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

ProMar[®] 200 Zero V.O.C. Interior Latex Eg-Shel

SURFACE PREPARATION

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CAUTIONS

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FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

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CLEANUP INFORMATION

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

Pro Industrial™ DTM

Acrylic Semi-Gloss

B66-1150 Series



**SHERWIN
WILLIAMS.**

CHARACTERISTICS

Pro Industrial DTM Acrylic coating is an interior-exterior, water based, corrosion resistant acrylic coating for light to moderate industrial use. Designed for new construction or maintenance use and can be used directly over prepared substrates.

- Chemical Resistant
- Corrosion Resistant
- Fast dry
- Flash rust-early rust resistance
- Suitable for use in USDA inspected facilities

Finish: Semi-Gloss 38-48 @ 60°

Color: Most Colors

Recommended Spreading Rate per coat:

Wet mils:	6.0-10.0
Dry mils:	2.4-4.0
Coverage:	160-267 sq. ft. per gallon
Theoretical Coverage:	641 sq. ft. per gallon
	@ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 6.0 mils wet, @ 50% RH:

Drying and recoat times are temperature, humidity, and film thickness dependent.

	@50°F	@77°F	@110°F
To touch	1 hour	20 minutes	10 minutes
Tack free	2 hours	45 minutes	30 minutes
To recoats	2 hours	1 hour	1 hour

Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-6	SherColor
Deep Base	6-12	SherColor
Ultradeep Base	10-12	SherColor
Real Red	0-12	SherColor
Vivid Yellow	0-14	SherColor

Extra White B66W01151

(may vary by color)

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids:	40 ±2%
Weight Solids:	51 ±2%
Weight per Gallon:	10.20 lbs
Flash Point:	N/A
Vehicle Type:	Acrylic
Shelf Life:	36 months, unopened

COMPLIANCE

As of 10/18/2022, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	No
MPI®	Yes

APPLICATION

Temperature:
minimum 50°F / 10°C
maximum 110°F / 43°C

air, surface and material

At least 5°F above dew point

Relative humidity: 85% maximum
The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water

Airless Spray:

Pressure	1500 p.s.i.
Hose	¼ inch I.D.
Tip	.017-.021 inch
Filter	60 mesh

Conventional Spray:

Gun	Binks 95
Fluid Nozzle	66
Air Nozzle	63 PB
Atomization Pressure	50 p.s.i.
Fluid Pressure	10-20 p.s.i.

Reduction: Not Recommended

Brush: Nylon-polyester

Roller Cover: 1/4-3/8 inch woven

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

Due to this product's fast dry performance, brushing should be limited to small areas where a wet edge can be maintained.

Apply paint at the recommended film thickness and spreading rate as indicated. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Overspray landing on hot surfaces may adhere to these surfaces. Immediately remove overspray from hot surfaces before adhesion occurs.

SPECIFICATIONS

Steel*

2 coats Pro Industrial DTM Acrylic

Steel:

1 coat Pro Industrial Pro-Cryl Primer or Pro Industrial DTM Primer/Finish or Kem Bond HS Metal Primer or Zinc Clad Primer
1-2 coats Pro Industrial DTM Acrylic

Aluminum:

1-2 coats Pro Industrial DTM Acrylic
Aluminum (Water Based Primer):
1 coat Pro Industrial Pro-Cryl Primer
1-2 coats Pro Industrial DTM Acrylic

Concrete Block (CMU):

1 coat Pro Industrial Heavy Duty Block Filler or Loxon Acrylic Block Surfer
2 coats Pro Industrial DTM Acrylic

Concrete-Masonry:

1 coat Loxon Concrete & Masonry Primer or 1 coat Loxon Conditioner
2 coats Pro Industrial DTM Acrylic

Drywall:

1 coat ProMar 200 Zero V.O.C. Primer
1-2 coats Pro Industrial DTM Acrylic

Galvanizing:

2 coats Pro Industrial DTM Acrylic

Pre-Finished Siding: (Baked-on finishes)

1 coat Bond-Plex Waterbased Acrylic or DTM Bonding Primer
1-2 coats Pro Industrial DTM Acrylic

Wood, exterior:

1 coat Exterior Wood Primer
1-2 coats Pro Industrial DTM Acrylic

Wood, interior:

1 coat Premium Wall & Wood Primer
1-2 coats Pro Industrial DTM Acrylic

*Application of coating on unprimed steel may cause pinpoint rusting. Safety Colors, Deep Base, and Ultradeep colors require a prime coat for maximum durability, adhesion, and corrosion protection.

Zinc Primers – Refer to the zinc technical data sheet application procedures and performance tips prior to topcoating.

Pro Industrial™ DTM

Acrylic Semi-Gloss

SURFACE PREPARATION

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Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance.

Aluminum - Remove all oil, grease, dirt, oxide, and other foreign material per SSPC-SP1.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2. Prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material, and surface temperatures must be at least 55°F (13°C) before filling. Use Pro Industrial Heavy Duty Block Filler or Loxon Acrylic Block Surfer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13/Nace 6/ ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked. Sand to remove any loose or deteriorated surface wood and to obtain a proper surface profile.

SURFACE PREPARATION

Previously Painted Surface - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew - Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

PERFORMANCE

System Tested: (unless otherwise indicated)

Substrate: Steel

Surface Preparation SSPC-SP10

Finish: 2 coats Pro Industrial DTM Acrylic
B66W01151, 3.0 D.F.T per coat

Adhesion:

Method: ASTM D4541
Result: 1436 p.s.i.

Corrosion Weathering*:

Method: ASTM D5894, 7 cycles
Result: Rating 10 per ASTM D714 for blistering
Rating 8.5 per ASTM D1654 for corrosion

Direct Impact Resistance:

Method: ASTM D2794
Result: greater than 176 inch pound

Dry Heat Resistance:

Method: ASTM D2485
Result: 300°F

Flexibility:

Method: ASTM D522, 1/8 inch mandrel
Result: Pass

Humidity Resistance*:

Method: ASTM D4585, 2186 hours
Result: Rating 10 per ASTM D714 for blistering
Rating 10 per ASTM D1654 for corrosion

Pencil Hardness:

Method: ASTM D3363
Result: 2H

*over Pro Industrial Pro-Cryl Primer.

No painting should be done immediately after a rain or during foggy weather.
Do not paint on wet surfaces.
Check adhesion by applying a test strip to determine the readiness for painting.

Provides performance comparable to products formulated in lieu of federal specification: AA50570, and Paint Specification: SSPC-Paint 24.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label.

Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

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