



INVITATION FOR BID

The Housing Authority of the City of Lakeland (also known as the Lakeland Housing Authority or LHA) acting for itself and/or for its various instrumentalities and affiliates will accept sealed bids from professional painting contractors for the **Repainting of All Previously Painted Exterior Areas of The Manor at Washington Ridge** located at 150 West 14th Street, Lakeland, Florida. The bidding contractor must have, at least, five (5) years' experience in painting multi-family and/or commercial structures to be considered for this bid. The complete Bid Package may be obtained by emailing your request to **Procurement@LakelandHousing.org**. or our website at **Lakelandhousing.org** Procurement.

All bids must be submitted by **2:00 PM., Eastern Time**, on **Tuesday, November 5, 2019** at which time, bids will be publicly opened and read aloud. Any bid received after the closing time will not be considered.

LHA strongly encourages the participation of Minority, Women-owned businesses, and Section 3 firms in this and all LHA projects, programs, and services.

There will be a Pre-Bid Conference on **Wednesday, October 23, 2019 at 9:00am., Eastern Time**. The conference will be held in the Board Room at Lakeland Housing Authority. The address is 430 Hartsell Avenue, Lakeland, Florida 33815.

LAKELAND HOUSING AUTHORITY

INVITATION FOR BID

For

REPAINTING OF ALL PREVIOUSLY PAINTED EXTERIOR AREAS OF THE MANOR AT WASHINGTON RIDGE

I. GENERAL BID CONDITIONS:

Communications--In order to maintain a fair and impartial competitive process, LHA shall avoid private communication concerning this procurement with prospective bidders during the entire procurement process. Please respect this policy and do not attempt to query LHA personnel regarding this Invitation to Bid.

Ex parte communication regarding this solicitation is prohibited between a potential or current bidder and any LHA Board of Commissioners member, LHA staff, or any other person serving as an evaluator during this procurement process. Respondents directly contacting any LHA Board of Commissioners member, LHA staff, or evaluators regarding this solicitation risk the elimination of their bids from consideration. Correspondence with **Lori Halula-Eyer**, LHA's Senior Manager of Procurement, does not constitute *ex parte* communication. Oral instructions or information concerning the specifications of this bid given out by any LHA Board of Commissioners member, LHA employee, or agent to a prospective bidder shall not bind LHA.

A Pre-Bid conference will be held on:

Wednesday, October 23, 2019 at 9:00 a.m., Eastern Time, in the LHA Board Room, located at 430 Hartsell Avenue, Lakeland, Florida. A site visit will follow at The Manor at Washington Ridge located at: 150 West 14th Street, Lakeland, Florida 33805.

Although this is not a mandatory meeting, all potential bidders are *strongly* encouraged to attend this bidders' conference and site visit. In the event that a potential bidder is unable to attend this meeting but has questions that he/she would like to have addressed at the bidders' meeting, the potential bidder may email questions to Procurement@LakelandHousing.org prior to **8:00 a.m., Eastern Time, on Monday, October 21, 2019**. Receipt of request will be acknowledged. A response will be sent to all potential bidders who received this IFB directly from LHA on or before **5:00 p.m., Eastern Time, on Friday, October 25, 2019**.

SUBMISSION OF BIDS--

A. An **original bid**—designated as the "original" and signed in blue ink--and one (1) copy of the bid are to be transmitted by mail or hand-delivered addressed to:

**The Receptionist
ATT: Lori Halula-Eyer
re: Repainting of All Previously Painted Exterior Areas of The Manor at
Washington Ridge Bid**

**Lakeland Housing Authority
430 Hartsell Avenue
Lakeland, Florida 33815**

The outside of the envelope must indicate the name and address of the firm submitting the bid as well as the title of the bid being submitted.

Any bid transmitted by facsimile, electronic mail, or not in compliance with the above instructions may not be considered. All bids and accompanying material will become the property of LHA and will not be returned to the bidder.

B. Modifications--LHA reserves the right to modify this Invitation for Bid as deemed necessary by LHA. Any such modification or amendment will be sent by email on or before **5:00 p.m. on Friday, October 25, 2019** to all potential bidders who received this IFB directly from LHA.

LHA also reserves the right; to increase or delete any scheduled items; to award portions of this IFB; waive informalities and technicalities; to make no awards; to terminate this IFB solicitation at any time; and to make awards consistent with LHA's policies and the laws governing the U.S. Department of Housing and Urban Development (HUD) and/or State of Florida programs.

C. Validity--Bids may be held by LHA for a period not to exceed sixty (60) calendar days from the date of opening bids for the purpose of reviewing the bids and investigating the qualifications of the bidders prior to awarding the contract. During this time, LHA or its agent reserves the right to obtain clarification of any item in a submitted bid or to obtain additional information necessary to properly evaluate a bid. Failure of a bidder to respond to such a request for additional information or clarification could result in rejection of that bid.

D. Withdrawals--No bid shall be withdrawn subsequent to the opening of bids without the consent of LHA. LHA reserves the right to accept or reject any and all bids or any part of any bid and to waive any informalities or irregularities in the bid or in the bidding process. Receipt of a bid does not commit LHA to award a contract, pay any of the costs associated with preparation of the bid, or to reimburse a bidder for any costs incurred prior to the signing of a contract. The contract will be awarded to that fully qualified responsible bidder who offers the lowest price and whose bid is responsive to this solicitation.

E. Disputes--In case of any doubt or differences of opinions as to the items or service to be furnished hereunder or the interpretation of the provisions of the Bid Package, the decision of LHA shall be final and binding upon all parties.

F. Conflict of Interest--No LHA or LPHC Board of Commissioners member, LHA or West Lake Management staff, or member of the City of Lakeland Commission shall, during his/her tenure or for one (1) year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

II. SCOPE OF REQUIRED SERVICES

The successful bidder shall furnish all necessary labor, materials, tools, equipment, fuel, transportation, and supervision necessary to provide the following goods and services to repaint all previously painted exterior areas of The Manor at Washington Ridge.

It is the bidder's responsibility to visit and familiarize itself with the structures to be painted as well as to be able to meet or exceed the specifications contained in this Bid Package.

The bidder is responsible for making accurate measurements and accurately determining the quantity of materials, labor, and equipment needed to successfully complete the work. Such inspections may be made during normal business hours, Monday through Friday. If assistance is required, please contact **Eduardo Velazquez, LHA Construction Manager, at (863)687-2911, extension #1010.**

1.0. GENERAL CONDITIONS:

The work in general includes: surface preparation, surface repairs, caulking, sealants, patching, and application of the paint coating to the substrates and systems outlined in this specification. It is the intent of the specifications that all surfaces (except those specifically noted otherwise) be painted or finished for a thoroughly complete job in every respect whether every item is herein specified or not.

- 1.1 The Painting Contractor shall purchase all paint and associated products to complete the specified job. The Painting Contractor will pay for all materials purchased for specified job.
- 1.2 The Painting Contractor shall execute the work in accordance with label directions. Coating application shall be made in strict conformance to these specifications and to the manufacturer's instructions on the product labels and product data sheets.
- 1.3 No work shall be performed by any sub-contractor without the written consent of LHA.
- 1.4 Only the paint manufacturer's thinners/reducers may be used to thin the respective products and only in the amounts prescribed.
- 1.5 The Painting Contractor may substitute materials which **meet or exceed** the specifications of the brand name product specified. **The Bidder must submit the specifications of the desired substitute product(s) for the LHA's approval with its submitted Bid Form.**

- 1.6 The Painting Contractor will be responsible for site-clean up as well as hauling-off any painting-related debris including, but not limited to: paint containers, tape, plastic sheeting, etc.

2.0. SCOPE OF WORK:

Without restricting the volume or generality of the above, the work to be performed shall include, but is not limited to the following:

- 2.1 Pressure washing all exposed surfaces including the existing siding.
- 2.2 Caulking of all exposed cracks and voids around doors, windows, and other areas as necessary.
- 2.3 Spot Priming/Sealing-all surfaces to be painted with a pigmented/tinted sealer/primer as needed.
- 2.4 Painting of all exterior block/masonry surfaces, site doors, entry doors, fascia/trim, handrails, and previously painted floors/walkways, including all resident balcony inside walls and flooring.
- 2.5 Painting of any other exposed substrate not included in the above which is presently coated with field-applied paint.

3.0 EXCLUSIONS

Any factory finished surfaces, HVAC, vinyl soffits, and attached lighting fixtures.

4.0 MATERIALS

- 4.1 All materials to be used are from the Sherwin-Williams Company or a LHA-approved equivalent. The chosen color scheme #6 is attached as part of Sherwin Williams Specifications in this Invitation For Bids.
- 4.2 All paints shall be delivered to the property in the original container with the manufacturer's label intact.
- 4.3 The paint shall be used and applied per label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. Proper surface preparation and conditioning of the surface shall be strictly adhered. All surface preparation (including patching, caulking, applying sealant and priming, as required) must be approved by **Eduardo Velazquez, LHA Construction Manager**. Failure by the successful bidder to obtain approval of the above work by Eduardo Velazquez may result in rejection of the work and the requirement to correct the deficiency.

4.4 All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by LHA, Sherwin-Williams, or their representatives.

5.0 PROTECTION OF SUBSTRATES NOT TO BE PAINTED

Contractor shall protect his/her work at all times and shall protect all adjacent work and materials by suitable covering or other methods during progress of work. The contractor will protect all adjacent areas not to be painted by taking appropriate measures. Areas to be protected are: existing siding, windows, brick, surrounding lawn, trees, patio floors, pavers, vehicles, and shrubbery. Upon completion of work, the contractor shall remove all paint droppings and over-spray from floors, glass, concrete, and other surfaces not included in the specification, such as, but not limited to, patio floors/pavers, vehicles, and other surfaces.

6.0 MINIMUM SPECIFICATIONS

If instructions contained in this specification, bid document, or painting schedule are at variance with the paint manufacturer's instructions or the applicable standard, and codes listed, surfaces shall be prepared and paint applied to suit the higher standard, as solely determined by LHA.

7.0 RESOLUTION OF CONFLICTS

Contractor shall be responsible for requesting prompt clarification when instructions are lacking, when conflicts occur in the specifications and/or paint manufacturer's literature, or the procedures specified are not clearly understood. Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval by LHA.

8.0 COORDINATION OF WORK

The general contractor (and subcontractor) shall be responsible for coordination of its work with the other crafts and contractors working in the same property and with LHA.

9.0 SAFETY

All pertinent safety regulations shall be adhered to rigidly. In addition, all safety language contained in the manufacturer's product data sheets and labels shall be observed. Material Safety Data Sheets and Product Data Sheets are available from paint distributor.

10.0 JOB SITE VISITATION

- 10.1 The contractor shall be responsible for visiting the job site and familiarizing itself with the job and working conditions.
- 10.2 All work during application is subject to inspection by **Eduardo Velazquez**, LHA Construction Manager with exterior and **Lovett Johnson**, LHA District Manager for the resident's balcony. The paint distributor will also perform on-site visits to ensure specifications are being followed.
- 10.3 It will be the paint contractor's responsibility to own and use a wet film thickness gauge to check application thickness as the work proceeds.
- 10.4 After surface preparation and after priming, the paint distributor will perform a site visit to determine if specifications were followed prior to final approval to move forward with the finish coat.
- 10.5 Any questions concerning these specifications should be clarified prior to commencing the job. Any changes to these specifications would require written approval of **Eduardo Velazquez**, LHA Construction Manager.

11.0 SURFACE PREPARATION

- 11.1 Each surface shall be cleaned and prepared as specified. The painting contractor is responsible for the finish of the work. Should any surface be found unsuitable to produce a proper paint or sealant finish, **Eduardo Velazquez**, LHA Construction Manager, shall be notified, in writing, and no materials shall be applied until the unsuitable surfaces have been made satisfactory. Commencing of work in a specific area shall be construed as acceptance of surfaces and, thereafter, as fit and proper to receive finish. The contractor is fully responsible for satisfactory work.
- 11.2 All deteriorated substrates (i.e. wood, foam bands, etc.) will be brought to the attention of **Eduardo Velazquez**, LHA Construction Manager. Replacement of these surfaces will need approval by **Eduardo Velazquez** unless otherwise stated in the contract.
- 11.3 All exterior surfaces shall be pressure cleaned to remove all dirt, mildew, chalking paint, and any foreign materials deterrent to the new finish (see Pressure Washing section) this is to include pressure washing of the existing siding.
- 11.4 Seal and caulk around all windows and door frames using a high-grade silicone-acrylic caulk. All existing caulk that is cracking or loose should be removed and replaced with new caulk as specified. Allow caulk to cure for (8) eight hours in dry weather before paint is applied.

NOTE: It is recommended to apply all primer/sealer first and then apply caulk before topcoat is applied. Use WL00130A-Caulk-Sher-MAX Ultra Urethanized Elastomeric Sealant or LHA-approved equivalent around all doors and windows and in any wood fascia seams/joints.

- 11.5 All surfaces should be cleaned to remove all chalk, dirt, stains, efflorescence and other surface contaminants. These areas should then be pressure washed and scrubbed with a bleach and/or cleaning solution. Bleach will kill any mold or mildew and a cleaner/degreaser will remove any dirt which is embedded in the previous coating.
- 11.6 All galvanized gutters and flashing should be thoroughly cleaned to remove loose and peeling paint. Any bare galvanized should be wiped with a non-hydrocarbon solvent and/or biodegradable cleaner. DO NOT use mineral spirits. All ferrous metals should be thoroughly cleaned, and all loose rust or mill scale be removed by wire brush and/or hand tool. Any rust spots or bare metal should receive the appropriate prime coat. Any hard, glossy surfaces should be dulled.

12.0 MOISTURE

All areas that may cause paint failure due to moisture should be addressed. This would include but is not limited to:

- Gutters and downspouts not working properly
- Previous coats of paint not adhering properly
- Deteriorated caulking. Especially around windows and glass-sliding doors
- Gaps between substrates
- Areas affected by water splashing
- Painting in inclement weather
- Painting a wet substrate
- Faulty decorative bands, window brows, returns and sills
- Exterior ceilings where peeling is evident

13.0 PRESSURE WASHING AND SURFACE PREPARATION METHODS

- 13.1 Saturate the substrates with a cleaner/degreaser via chemical injector (pressure washer) or pump sprayer. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale, and loose paint by water at pressures of 2500-3000 psi., at a flow of 4-14 gallons per minute. This is a general guide based on standing 2-5 feet from the substrate. Power tool clean to remove loose rust and mill scale. Hand tool clean to sand all glossy surfaces to promote adhesion.

- 13.2 Remove mildew per the following:
- a. Tools: Stiff brush or chemical injector power washer method.
 - b. Mix a solution of 3 parts water to 1-part bleach.
Important: Add the bleach to water only.
 - c. Use application methods described above until the surface is visibly wet.
Be careful to protect any plants or shrubbery.
 - d. In confined areas, use a brush to apply the solution.
 - e. After mildew spores have been destroyed and the stains bleached, rinse with clean water to thoroughly remove the bleach solution. **Note:** If residue is left on the substrate problems may occur with the finish coat of paint. Bleach leaves a slimy feeling residue. This is how to tell if there is still bleach on the wall.
 - f. Allow substrate to dry completely before painting.

14.0 PAINTING APPLICATION

- 14.1 Contractor shall be responsible for notifying **Eduardo Velazquez**, LHA Construction Manager, before beginning work if conditions substantially exceed the scope of work contained in this Bid Package.
- 14.2 Only skilled mechanics shall be employed. Applications may be by brush, roller or spray, upon approval of **Eduardo Velazquez**, LHA Construction Manager.
- 14.3 At least one English-speaking contractor's representative will be on the job at all times.
- 14.4 The contractor shall protect its work at all times and shall protect all adjacent work and materials by suitable covering or other method during progress of the work. Upon completion of work, the contractor shall remove all paint and varnish spots from floors, glass, and other surfaces. The contractor shall remove from premises all rubbish and accumulated materials of whatever nature not caused by others and shall leave the contractor's part of work in a clean, orderly, and acceptable condition.
- 14.5 Remove or protect hardware, accessories, device plates, lighting fixtures, factory finished work, and similar items or provide ample in-place protection. Upon completion of each space, carefully replace all removed items.

- 14.6 Cover all electrical meters before painting walls. Meter boxes will be sealed and painted.
- 14.7 Materials shall be applied under adequate illumination, evenly spread and flowed on smoothly to avoid runs, sags, holidays, brush marks, air bubbles, and excessive roller stipple.
- 14.8 All coats shall be dry to manufacturer's instructions before applying succeeding coats.
- 14.9 Coverage and hide shall be complete. When color, stain, dirt, or undercoats show through final coat of paint, the surface shall be covered by additional coats until paint film is of uniform finish, color, appearance, and coverage at no increase in the contract amount (regardless of amount of coats specified).
- 14.10 All suction spots or "hot spots" in plaster or cement after application of first coat shall be touched up before applying second coat.
- 14.11 When spray painting is specified, the contractor shall finish 100 square feet by spraying a sample of finish upon request of **Eduardo Velazquez**, LHA Construction Manager. This shall be finished with materials specified and shall be called a *Pilot Wall*. Stucco surfaces and bands must be back-rolled if sprayed.
- 14.12 Exterior doors shall have tops, bottoms, and side edges finished same as exterior faces of doors.
- 14.13 Building and residential unit inspections will be made by the **Eduardo Velazquez**, LHA Construction Manager and/or his representative. The paint distributor will provide site visits for the purpose of extending the material warranty.
- 14.14 All repairs, replacements, and applications are to meet or exceed all manufacturers' and attached specifications and all applicable codes.

15.0 WORKMANSHIP AND APPLICATION CONDITIONS

- 15.1 Keep surfaces dust-, dirt- and debris-free before and during painting.
- 15.2 Execute work in accordance with label directions. Coating application shall be made in conformance to this specification and to the manufacturer's paint instruction on the labels and product datasheets.
- 15.3 All work shall be accomplished by skilled workers familiar with and trained to do this type of work and they shall be further qualified to operate or use the equipment or rigging needed to accomplish this work.

- 15.4 All shrubbery, outside carpeting, sprinkler systems, tiled patio floors, and vehicles shall be fully protected against damage during each stage of the painting project.
- 15.5 Paint all previously painted surfaces including, but not limited to; underside of balconies, underside and sides of steps, and stucco perimeter walls.
- 15.6 All exterior substrates designated not to receive paint coatings shall be kept free of paint residue, i.e. windows, outdoor carpeting, walkways, vinyl fencing, etc.
- 15.7 LHA shall provide water and electricity from existing facilities.
- 15.8 Normal safety and "wet paint" signs, necessary lighting, and temporary roping-off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
- 15.9 Prior to beginning the project, a progress schedule shall be furnished to **Eduardo Velazquez**, LHA Construction Manager, by the contractor for approval and shall be based on the contract completion date. The contractor shall advise **Eduardo Velazquez**, LHA Construction Manager, of those areas in which work is to be performed sufficiently in advance of the work schedule to permit LHA to prepare for the work, advise residents, move vehicles, etc.
- 15.10 Do not paint over any code required labels or any equipment identification, performance rating, name or nomenclature plates.

16.0 WEATHER

- 16.1 Surfaces must be clean and moisture free--prime and paint as soon as possible. No painting shall be done immediately after a rain or foggy weather or when the temperature is below 50 degrees F. Substrate temperature must be 5 degrees F. or more above dew point temperature while painting and during the time that the coatings cure. Avoid painting surfaces while they are exposed to a full hot sun.
- 16.2 Stop exterior painting early enough to permit paint film to set up before condensation occurs (as caused by night temperature drops).

17.0 COLOR

EXTERIOR SURFACE	PAINT COLOR <i>(LHA reserves the right to modify the colors after the award of the Bid.)</i>
Stucco	Other: WL700GLTB- Masonry Patch and Seal Brush-Grade, Textured

	<p>Location: Elastomeric Patch for settling crack repair Spot Prime: LX02W0050- Loxon Concrete & Masonry Primer Location: Spot Prime Stucco Repair Areas Primer: LX03V0100- Loxon Conditioner Clear Location: Stucco Walls <i>Notes: Guide Coat Conditioner Can Be Used Instead of Clear to Help in Color Change</i> Finish: A89W01151- SuperPaint Exterior Gloss Extra White Location: Stucco Walls <i>Notes: Building might require 2 finish coats due to color change.</i></p>
Steel/Ferrous Metal	<p>Spot Prime: B66W01310- Pro Industrial ProCryl Primer Location: Spot Prime Base Areas on Entry Doors Finish: B53W01151- Pro Industrial Water based Alkyd Urethane Enamel Location: Entry Doors</p>
Touch-Up, Maintenance and Repair	<p>Other: WL00130A-Caulk-Sher-MAX Ultra Urethanized Elastomeric Sealant 11OZ. White Location: Sealant for Exterior Windows & Doors</p>
Concrete Masonry	<p>2 Coats: 35.100215- H&C Heavy Shield Floor Enamel/Concrete Stain Location: Front Entry Sidewalks <i>Notes: H&C SharkGrip Slip Resistant Additive MUST be added to product! Sidewalks must be properly prepped prior to application of product.</i> Other: 50.155004- SHARKGRIP 3.2 OZ ADD Location: Front Entry Sidewalks <i>Notes: H&C Sharkgrip Slip Resistant Additive MUST be added to Product!</i></p>

18.0 EXTERIOR PAINTING SYSTEM:

Surface preparation, application methods, spreading rates, wet and dry film thickness will be determined by the attached specifications and material data sheets except as noted below.

Block and Masonry Surfaces (New and Previously Painted)

- Preparation--Clean as specified in item **II. SCOPE OF REQUIRED SERVICES** removing as much chalk as possible and all mold, mildew, and dirt. Use a cleaning solution with the pressure washer chemical injector prior to pressure washing the substrate. Scrape all loose paint once the surface is dry.
- Spot prime any bare areas with Sherwin-Williams Loxon Primer, LX02W0050.
- Spot Prime previously-painted surfaces with Sherwin-Williams Loxon Conditioner LX03V0100-CLEAR, *NOTE: Guide Coat Conditioner can be used instead of clear to help color change.*
- Use a Sherwin Williams Elastomeric Patch* to repair all areas after sealing. Give special attention to applying enough patch to completely bridge any cracks. See the data sheet for instructions. Patch the gaps/voids where the substrate meets the joints.
- 2 Coats—A89W01151-SuperPaint Exterior Latex Gloss Extra White. *Note: Building might require 2 finish coats due to color change.*
- The finish coat should be **sprayed and back-rolled to achieve a consistent even finish. 1-2 inches at or below grade to be painted on each building. All signs to be removed prior to painting and reinstalled after paint has cured.**

Concrete Floors/Walkways (Previously Painted/Not Painted)

- Preparation--Clean with a heavy duty biodegradable cleaner degreaser in order to remove all the hand-oils and other contaminants. Rinse very well with water. Allow to dry completely and scrape any loose paint.
- 2 Coats- 35.100215- H&C Heavy Shield Floor Enamel/Concrete Stain. Front Entry Sidewalks and all Balcony Floors. H&C SHARKGRIP Slip Resistant Additive 50.155004 3.2oz. ADD MUST BE ADDED TO THE PRODUCT. *NOTE: SIDEWALKS AND FLOORS MUST BE PROPERLY PREPPED PRIOR TO APPLICATION OF PRODUCT.*

Entry Doors, Miscellaneous Previously Painted Metal

Preparation--Saturate with Simple Green Heavy-Duty Degreaser*. Allow the degreaser to stay on the substrate long enough to break down the surface contaminants prior to rinsing (5-10 minutes). Once the surface is completely dry, scuff sand to a dull finish. Wipe the surface down with a damp rag after sanding to remove all residues from sanding. Use caution when pressure washing around doors as not to get water inside the structure.

- Spot prime all bare or marginal areas with B66W01310- Pro Industrial ProCryl Primer.
- Finish-B53W01151- Pro Industrial Water based Alkyd Urethane Enamel.

Siding

- Pressure wash as specified under 13.0- Pressure Washing and surface preparation methods.

Soffit

- Preparation--Clean as specified in item **II. SCOPE OF REQUIRED SERVICES** removing all mold, mildew, and dirt.

Ferrous Metal Handrails (New or Previously Painted)

- Preparation--Clean with Simple Green Heavy-Duty Degreaser*. Allow the degreaser to stay on the substrate long enough to break down the surface contaminants prior to pressure-washing. Hand tool clean all visible rust before priming.
- Spot Prime--Apply B66W01310- Pro Industrial ProCryl Primer.
- 2 Coats--Apply two coats of B53W01151- Pro Industrial Water Based Alkyd Urethane Enamel.

Caulk/Sealant

- Remove any cracking or damaged or loose caulk and apply WL001360A Caulk-Sher-MAX Ultra Urethanized Elastomeric Sealant 11 oz. White around window frames and door frames between the frame and the wall.
- Caulk the seams/joints in the decorative stucco finish/foam bands with Sherwin-Williams Stampede 1 TX; One Part textured Urethane Sealant*. If the gap is larger than 1/2 inch baker rod should be used to support the sealant. Caulk the top joint of the stucco/foam bands where they attach to the wall. This is to help keep water from getting into the band and saturating the foam underneath. **The urethane sealant must be given the appropriate cure time prior to painting. The caulk/sealant should be completely tack-free and dry. This will take a minimum of 72 hours.**

- Caulk/Seal all penetrations in the stucco siding, where water may intrude, with Sherwin-Williams Stampede 1 TX; One Part textured Urethane Sealant*, i.e., gas lines, hose bibs, HVAC boxes, etc.
- **Do not use caulk to repair stucco cracks. Use the vertical wall patch as directed above in the “Stucco Siding” section.**

*(If the Bidder desires to use a “better or equal to” material, the Bidder must provide a comparison of specifications—acceptable to LHA—between product being offered and the named product with the submittal of its bid.)

III. OTHER CONDITIONS

The following and other conditions will apply to the successful bidder who is awarded a contract resulting from this Invitation to Bid.

- A. **Insurance**—To the satisfaction of LHA, the successful bidder will be required to provide LHA with a current certificate(s) of:
- *General Liability* insurance and *Automotive Liability* insurance with LHA named as an *additional insured* on each liability insurance. Each liability insurance must contain a minimum of \$1,000,000 coverage per occurrence.
 - *Workers Compensation* coverage for all of the successful bidder's staff employed on the site of this project. The Workers' Compensation coverage must be, at least, the State of Florida required minimum.

The successful bidder shall maintain these insurances in force during the term of the contract.

B. **Permits, Fee and Licenses**--The successful bidder shall secure, maintain, and pay all permits, fees, and licenses necessary for the proper execution and completion of work.

C. **Section 3**--The successful bidder will comply with the requirements of the HUD Act of 1968, Section 3, attached to this Invitation for Bids as well as *LHA's Section 3 and Minority and Woman Business Enterprise Policy*, which is attached to this Invitation for Bid.

D. **Resident Participation**--LHA encourages the hiring of residents by the successful bidder for any employment opportunities available as a result of its contracts. The successful bidder(s) will make every effort to hire residents and to post job opportunities on the LHA Administrative Office bulletin board. The successful bidder will report the hiring of any residents to assist LHA in monitoring resident participation in the performance of work under its contract, progress

toward achieving established goals, and in the development of further resident participation programs.

E. Non-Discrimination--The successful bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, disability, sex, or national origin. LHA encourages participation by Lakeland area business owned and operated by minorities and women and those that meet the definition of a "Section 3 business."

F. Security and Safety--The successful bidder shall protect and secure all materials, vehicles, and equipment, and shall assume full responsibility for loss, theft, vandalism, and any other damage for the duration of the contract. LHA will not assume responsibility for vandalism, theft, fire, and/or personal injury claims arising from or relating to the work to be performed. The successful bidder must exercise extreme caution and safety at all times to protect the work area and to eliminate accidents occurring at the work site.

Since the buildings to be painted will be occupied by residents, the successful bidder must be respectful of this fact and conduct its activities in the manner that will cause the least disruption to the residents. This respect includes, but is not limited to, refraining from playing loud music or other unnecessary loud noises.

G. Review and Inspection--LHA may at its sole discretion and from time to time review and inspect the services provided including but not be limited to: site observations, review of time records, daily and other logs and records of activities, and supervisors' reports.

H. Payment--Payment shall be made within thirty (30) calendar days after submission of an invoice acceptable to LHA for the satisfactory performance of the contracted work.

I. Term--LHA anticipates that the services to be provided under the contract will begin within thirty (30) calendar days after the bid submittal deadline but not prior to the issuance of a Notice to Proceed. **The work must be completed on or before December 20, 2019** If not completed by this date, liquidated damages to LHA in the amount of **\$75.00** for each calendar day of delay may be assessed until the work is completed by the successful bidder and accepted by LHA.

Work on this project will be permitted between 7:00 a.m. and 7:00 p.m., Monday through Saturday. Work on Sundays is not permitted.

J. Required Forms—The bidder will only submit its bid on the Bid Form provided with this Invitation to Bid. Bids submitted in another format may be rejected as non-responsive.

At a minimum, each contract awarded under this Invitation to Bid will comply with the following HUD Forms, if applicable: 5369-A and 5370-C.

K. **Federal Labor Standards Provisions**—Due to the nature of the funding to be used by LHA for this project, the certain Federal requirements apply such as the **Federal Labor Standards Provisions** which include the **Davis-Bacon Act**, the **Copeland Act**, and **Contract Works Hours and Safety Standards Act**. For your convenience, a copy of the current Davis Bacon **wage determination** sheet for residential related work in Polk County--General Decision Number: FL20190082 01/4/2019 is attached to this Bid Package.

BID FORM

REPAINTING OF ALL PREVIOUSLY PAINTED EXTERIOR AREAS OF THE MANOR AT WASHINGTONRIDGE

From: (Name of Business) _____, a(n) (circle one of the following) corporation/partnership/individual hereinafter referred to as the "Bidder."

To: **The Housing Authority of the City of Lakeland** (hereinafter referred to as the "Owner")

The Bidder, in compliance with your Invitation to Bid for **Repainting of All Previously Painted Exterior Areas of The Manor at Washington Ridge**, having examined the Scope of Required Services and being familiar with all of the conditions surrounding the proposed project, including availability of manpower, proposes to furnish the necessary labor, supervision, equipment, materials, fuel, and supplies to perform the work in accordance with the Scope of Required Services and the other conditions contained in the Invitation to Bid, within the time set forth therein, and at the prices stated below.

The Bidder acknowledges receipt of the following addendums: _____

OFFERED BID:

A.

Painting Services for*:	Bid to Provide Painting Services as Requested in the Bid Package*:
Building consisting of 3 stories	\$
78-unit balconies- walls/floors	\$

B. **The Bidder offers to provide Painting Services as requested in this Bid Package for the building/unit balconies indicated above for the total lump sum of \$ _____.**

In submitting this bid, the bidder acknowledges that LHA reserves the right to award *no, one, or more than one* contract(s) in the **best interest of LHA at LHA's sole discretion**.

Upon receipt of written notice of the acceptance of its bid, the Bidder will execute a contract with LHA within 14 calendar days after the bid award.

With check marks, the Bidder is indicating below the following required items/information/forms are being submitted as part of the Bidder's response:

- This required BID FORM: _____
- Copy of bidder's current occupational license: _____
- A list--including contact information--of, at least, five past *multi-family* and/or *commercial* customers who received similar services from the Bidder prior to October 2014: _____
- A list--including contact information--of, at least, five past *multi-family* and/or *commercial* customers who received similar services from the Bidder since October 2014: _____
- Specifications of the *better than* or *equal to* products being offered in accordance with Item II,1.5 of this Invitation for Bid: ___Applicable or ___Non-applicable

That the Bidder completed, signed, and enclosed:

- HUD-50070, Certification for a Drug-Free Workplace*: _____
- HUD Form 5369-A, Representations, Certifications and Other Statements of Bidders*: _____
- Non-collusive affidavit*: _____
- Public Entities Crimes statement*: _____
- Section 3 Business certification*: _____

*(A blank copy is provided with this Bid Package.)

Failure to provide *any* of the above information may render the submitted bid as *non-responsive* and may cause the bid to be rejected.

By my signature below, I also certified that I checked the LHA web site--as directed in the Bid Package for this solicitation--up to 5:00 p.m. on October 25, 2019 for any modifications or additional information relevant to this Bid Package.

Submitted By: _____

Title: _____

Signature: _____

Business Name: _____

Business Address: _____

Business Phone Number: _____

Email address: _____



SHERWIN-WILLIAMS

Paint Schedule/Specification

Exterior Repaint Renaissance @ Washington Ridge

**RENAISSANCE AT
WASHINGTON RIDGE**

Presented By:
Martin Joyce
Sales Representative

(863) 559-8454
martin.j.joyce@sherwin.com

SHERWIN-WILLIAMS
617 S FLORIDA AVE
LAKELAND, FL 33801 5230
(863) 686-4137

July 17, 2019



SHERWIN-WILLIAMS.

Paint Schedule/Specification

Project: Exterior Repaint Renaissance @ Washington Ridge
1500 N New York Ave, Lakeland, FL, 33805

Customer: RENAISSANCE AT WASHINGTON RIDGE
1500 N NEW YORK AVE, LAKELAND, FL, 338054862

Dear Lovett Johnson :

Thank you for considering Sherwin-Williams products for the Exterior Repaint of Renaissance at Washington Ridge project. Included in this package is the Sherwin-Williams submittal for the above referenced project.

Should you require assistance or have any questions or concerns, please contact me at (863) 559-8454 or e-mail me at martin.j.joyce@sherwin.com.

Martin Joyce

Sales Representative

(863) 559-8454

martin.j.joyce@sherwin.com

SHERWIN-WILLIAMS

617 S FLORIDA AVE, LAKELAND, FL 33801 5230



Exterior Finishes

Stucco

Other: WL700GLTB - Masonry Patch And Seal Brush-Grade, Textured
- Location: Elastomeric Patch for Settling Crack Repair

Spot Prime: LX02W0050 - LOXON CONCRETE & MASONRY PRIMER
- Location: Spot Prime Stucco Repair Areas

Primer: LX03V0100 - LOXON CONDITIONER CLEAR
- Location: Stucco Walls

Notes: Guide Coat Conditioner Can Be Used Instead of Clear to Help in Color Change

Finish: A89W01151 - SuperPaint® Exterior Latex Satin Extra White
- Location: Stucco Walls

Notes: Building might require 2 finish coats due to color change.

Steel/Ferrous Metal

Spot Prime: B66W01310 - Pro Industrial ProCryl Primer
- Location: Spot Prime Bare Areas on Entry Doors

Finish: B53W01151 - Pro Industrial Waterbased Alkyd Urethane Enamel
- Location: Entry Doors

Touch-Up, Maintenance and Repair

Other: WL001360A - Caulk - Sher-MAX Ultra Urethanized Elastomeric Sealant 11 Oz. White
- Location: Sealant for Exterior Windows & Doors

Concrete Masonry

2 Coats: 35.100215 - H&C Heavy Shield Floor Enamel/Concrete Stain
- Location: Front Entry Sidewalks

Notes: H&C SharkGrip Slip Resistant Additive MUST be Added to Product! Sidewalks must be properly prepped prior to application of product.

Other: 50.155004 - SHARKGRIP 3.2OZ ADD
- Location: Front Entry Sidewalks

Notes: H&C SharkGrip Slip Resistant Additive MUST be Added to Product!



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-SPI, 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 alkyd 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. Mil 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. Mil 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. Mil 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.

Site Audit

The opinions and recommendations set forth herein are based on observations made by your Sherwin-Williams Representative and are limited to the conditions and circumstances at the time of the site visit. Such observations are subject to change based upon factors beyond the control of Sherwin-Williams and pertain to the product or products offered at the time of the report. Further testing and evaluation of the property may be necessary.

Entry Doors

Substrate: Steel/Ferrous Metal

General Condition: Good

Existing Conditions: Peeling Paint, Dirty Surface

Comments: Spot prime bare areas on door with ProCryl Primer prior to painting.



Exterior Stucco

Substrate: Stucco

General Condition: Good

Existing Conditions: Mildew, Dirty Surface

Comments: Treat mildew with a bleach/water solution or appropriate cleaner designed to neutralize mildew prior to painting.



Stucco

Substrate: Stucco

General Condition: Good

Existing Conditions: Chalk, Rust Stains, Dirty Surface

Comments: Adjust irrigation heads so they don't spray back onto the building, or install spray shields to block spray.



Substrate: Stucco

General Condition: Fair

Existing Conditions: Hairline Cracks, Large Cracks, Rust Stains, Crumbling Smooth Block, Dirty Surface, Visible Corrosion

Comments: Repair damaged stucco areas. New stucco will need to be primed with Loxon Primer prior to painting.



Substrate: Stucco

General Condition: Good

Existing Conditions: Hairline Cracks

Comments: Remove loose debris, and repair cracks using Elastomeric Patch.



Stucco Areas Above Window

Substrate: Stucco

General Condition: Fair

Existing Conditions: Large Cracks, Rust Stains, Peeling Paint, Dirty Surface, Visible Corrosion

Comments: Repair affected prior to painting. Severely rusted areas may need to be treated with Macropoxy 5000 to create a stable substrate.



Stucco Band by Balcony

Substrate: Stucco

General Condition: Fair

Existing Conditions: Hairline Cracks, Large Cracks, Rust Stains, Peeling Paint, Crumbling Smooth Block, Visible Corrosion

Comments: Repair damaged stucco areas. New stucco will need to be primed with Loxon Primer prior to painting.





SHERWIN-WILLIAMS®

Reference Pages

Data Pages

112.74

CONCRETE & MASONRY SMOOTH AND TEXTURED ELASTOMERIC PATCHES



**SHERWIN
WILLIAMS.**

PRODUCT DESCRIPTION

Concrete & Masonry Patches & Sealants bridge and seal cracks, joints and other openings in masonry substrates. Use to prevent further moisture penetration and damage. Products provide a repaired, paintable surface where cracks will not reappear.

PRODUCT ADVANTAGES

- Outstanding long-term protection
- Easy workability, application and clean-up
- Flexes with substrate movement
- Works with acrylic or elastomeric topcoats
- Seals cracks measuring 1/16" to 3/8"

FOR USE ON A WIDE VARIETY OF NON-STRUCTURAL MASONRY SUBSTRATES:

- Stucco
- EIFS
- Concrete block
- Brick
- Precast concrete
- Tilt-up concrete
- Commercial/Residential
- Interiors/Exteriors

PRODUCT AVAILABILITY:

Gun-Grade Textured		
WL70010GT	6501-87388	10.1 oz Cartridge
Gun-Grade Smooth		
WL70010GS	6501-87370	10.1 oz Cartridge
Brush-Grade, Smooth		
WL700GLSB	6501-71788	Gallon Plastic Tub
Brush-Grade, Textured		
WL700GLTB	6501-86117	Gallon Plastic Tub
Knife-Grade, Smooth		
WL700GLSK	6501-87347	Gallon Plastic Tub
Knife-Grade, Textured		
WL700GLTK	6501-87362	Gallon Plastic Tub

Color:

Off White

Coverage:

varies with surface

Drying Time, @ 77°F, 50% RH:

temperature and humidity dependent

Touch:

4 hours

Recoat with Concrete & Masonry Products:

24 hours

Topcoat with paint or primer:

12 hours

Flash Point:

N/A

Vehicle Type:

Acrylic

VOC (less exempt solvents):

Product

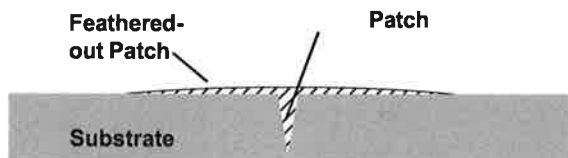
	Number	g/L	lb/gal
Gun-Grade Textured	WL70010GT	25	0.20
Gun-Grade Smooth	WL70010GS	25	0.20
Brush-Grade, Smooth	WL700GLSB	21	0.18
Brush-Grade, Textured	WL700GLTB	21	0.17
Knife-Grade, Smooth	WL700GLSK	25	0.20
Knife-Grade, Textured	WL700GLTK	24	0.20

CONCRETE & MASONRY SMOOTH AND TEXTURED ELASTOMERIC PATCHES

INSTALLATION: JOINT DESIGN

Small openings and cracks - up to 1/16" wide

Bridge over voids and small cracks up to 1/16" wide using Concrete & Masonry Patch. To ensure that the repaired area blends into the surrounding surface, provide sufficient crest over the opening to allow for shrinkage. The Patch must be feathered to zero at the edges using a brush, knife, or trowel, to prevent the repaired opening from telegraphing through the subsequent finishes. When tooling the Patch, use dry tools, or if needed, clean water can be used with the tool. Concrete & Masonry Patch sets up quickly, tool as soon as possible to provide the smoothest appearance. Do not apply more than 1/4" in depth in one application.



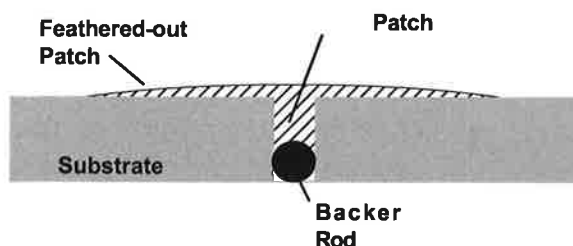
Large Openings and Cracks - from 1/16" to 3/8" wide

Cracks and voids between 1/16" and 3/8" wide should be opened to a sound surface. Flush out the opening to remove all dust. If dust is still evident, seal the surface with Loxon® Conditioner to bind the dust to the surface.

Fill the opening with Concrete & Masonry Patch. To ensure that the repaired area blends into the surrounding surface, provide sufficient crest over the opening to allow for shrinkage. The Patch must be feathered to zero at the edges using a brush, knife, or trowel, to prevent the repaired opening from telegraphing through the subsequent finishes. When tooling the Patch, use dry tools, or if needed, clean water can be used with the tool. Concrete & Masonry Patch sets up quickly, tool as soon as possible to provide the smoothest appearance. Allow this to cure 24 hours. Do not apply more than 1/4" in depth in one application.

The depth of the opening should be 1/2 the width of the opening, with a maximum depth of 1/2". In deep openings, the depth of the Patch should be controlled with a closed cell, "non-gassing" type backer rod. The backer rod should be about 1/8" wider than the opening. Do not apply more than 1/4" in depth in one application.

If the opening is 1/4" or greater, for maximum performance, prevent 3 point adhesion with backer rods or bond breaker tape. Three point adhesion problems occur in cracks when the Patch adheres to the walls and the bottom of a crack, and a significant amount of flexibility is lost. Two point adhesion - wall to wall in a crack - using backer rods or bond breaker tape offers the maximum flexibility and performance.



CLEANUP INFORMATION

Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water.

CAUTIONS

Apply at temperatures above 50°F and humidity less than 90%

Do not apply to wet, frozen or frost covered surfaces.

Protect from freezing.

Do not use below grade or underwater.

Not for use as a structural repair.

Do not use soapy water for tooling.

Avoid over-tooling which may change the final appearance.

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As of 03/05/2018, Complies with:		
OTC	Yes	LEED® 09 NC, CI, CS Yes
OTC Phase II	Yes	LEED® 09 H & S Yes
SCAQMD	Yes	LEED® v4 Emissions Yes
CARB	Yes	LEED® v4 VOC Yes
CARB SCM2007	Yes	
Canada	Yes	MPI Yes



LOXON®

Concrete & Masonry Primer/Sealer
Interior/Exterior Latex
 US- LX02W0050 White
 Canada- LX02WQ050 White

<u>DESCRIPTION</u>	<u>CHARACTERISTICS</u>	<u>SURFACE PREPARATION</u>
<p>Loxon Concrete & Masonry Primer/Sealer is an acrylic coating specifically engineered for interior and exterior, above-grade, masonry surfaces requiring a high performance primer. It is highly alkali and efflorescence resistant and can be applied to surfaces with a pH of 6 to 13.</p> <ul style="list-style-type: none"> Seals and adheres to concrete, brick, stucco and plaster Conditions porous masonry surfaces Use on above grade masonry surfaces for a long-lasting finish Apply to masonry and concrete surfaces that are at least 7 days old. Prevents harm to subsequent coatings by alkalies in the substrate <p>For use on these surfaces:</p> <ul style="list-style-type: none"> Concrete Concrete Block Brick Stucco Fiber Cement Siding Plaster Mortar EIFS Exterior Wall Cladding <p style="text-align: center;"><u>PHYSICAL PROPERTIES</u></p> <p>Flexibility Passes ASTM D522 - Method B, 180° bend, 1/8" mandrel</p> <p>Alkali Resistance Passes Based on ASTM D1308</p> <p>Mildew Resistance Passes ASTM D3273/D3274</p> <p>WVP Perms (US) 26.67 grains/(hr ft² in Hg) Based on ASTM D1653</p>	<p>Color: White</p> <p>Coverage: 200-300 sq ft/gal 5.3 - 8.0 mils wet 2.1 - 3.2 mils dry</p> <p>Coverage on porous & rough stucco 80 square feet per gallon</p> <p>Drying Time, @ 77°F, 50% RH: Touch: 4 hours Recoat: 24 hours</p> <p>Drying and recoat times are temperature, humidity and film thickness dependent.</p> <p>Finish: 0-10 units @ 85°</p> <p style="text-align: center;">LX02W0050</p> <p>VOC (less exempt solvents): <50 g/L; 0.42 lb/gal</p> <p>As per 40 CFR 59.406 and SOR/2009-264, s.12</p> <p>Volume Solids: 41 ± 2%</p> <p>Weight Solids: 55 ± 2%</p> <p>Weight per Gallon: 10.92 lb</p> <p>Flash Point: N/A</p> <p>Vehicle Type: Acrylic</p> <p>Tinting - For best topcoat color development, use the recommended "P"-shade primer. If desired, up to 4 oz per gallon of ColorCast Ecotoners can be used to approximate the topcoat color. Check color before use.</p> <p>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.</p> <p>For optimal performance, this primer/sealer must be topcoated with a latex, alkyd/oil, water based epoxy, or solvent based epoxy coating on architectural applications.</p> <p>For exterior use, this primer/sealer must be topcoated within 14 days to prevent degradation due to weathering.</p>	<p>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.</p> <p>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. Recognize that any surface preparation may compromise the service length of the system.</p> <p>Masonry/Concrete/Stucco All new surfaces must cure for at least 7 days. Remove all form release and curing agents. Pressure clean to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalks, etc. Allow the surface to dry before proceeding. Repair cracks, voids, and other holes with an appropriate patching compound or sealant.</p>



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LOXON®

Concrete & Masonry Primer/Sealer
Interior/Exterior Latex
 US- LX02W0050 White
 Canada- LX02WQ050 White

<u>SURFACE PREPARATION</u>	<u>APPLICATION</u>	<u>CAUTIONS</u>
<p>Caulking Fill gaps between walls, ceilings, crown moldings, and other trim with the appropriate caulk after priming the surface.</p> <p>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.</p>	<p>Apply at temperatures above 50°F. No reduction necessary.</p> <p>Do not paint in direct sun or on a hot surface. May be applied to damp but not to wet surfaces.</p> <p>Brush Use a nylon/polyester brush</p> <p>Roller Use a 1/2" to 1-1/2" nap synthetic cover</p> <p>Airless Spray Pressure2000-2700 psi Tip..... .019"</p> <p>Spray and backroll on porous & rough stucco to achieve required film build.</p>	<p>Protect from freezing. Non-photochemically reactive.</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>HOTW 03/05/2018 LX02W0050 36 45 KOR, SP, FRC, Viet</p> <p><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools 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.</p> <p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.</p>



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As of 12/13/2018, Complies with:		
OTC	Yes	LEED® 09 NC, CI, CS Yes
OTC Phase II	Yes	LEED® 09 H & S Yes
SCAQMD	Yes	LEED® v4 Emissions Yes
CARB	Yes	LEED® v4 VOC Yes
CARB SCM2007	Yes	
Canada	Yes	MPI Yes

LOXON®
Acrylic Conditioner

LX03W0100 Guide Coat White
LX03V0100 Clear

<u>CHARACTERISTICS</u>	<u>APPLICATION</u>	<u>SPECIFICATION</u>
<p>Loxon Acrylic Conditioner is a 100% acrylic emulsion conditioner that will penetrate and seal interior and exterior surfaces and bond light chalk to the surface. With excellent alkali and efflorescence resistance, this sealer allows new concrete, stucco, and other cementitious surfaces to be coated prior to a 30-day cure, and will adhere to new or existing concrete with a pH of 6 to 13.</p> <p>Color: Guide-Coat White & Clear</p> <p>Coverage: 200-300 sq ft/gal</p> <p>Drying Time, @ 77°F, 50% RH: Drying and recoat times are temperature, humidity and film thickness dependent.</p> <p>Touch: 30 minutes Tack free: 1 hour Recoat: 3 hours</p> <p>Tinting with CCE: Requires ColorCast Ecotoner colorant for tinting. If desired, up to 1 oz per gallon of ColorCast Ecotoner colorant can be used to approximate the topcoat color. Check color before use.</p> <p>Guide Coat White LX03W0100 VOC (less exempt solvents): <50 g/L; <0.42 lb/gal As per 40 CFR 59.406 Volume Solids: 18 ± 2% Weight Solids: 24 ± 2% Weight per Gal: 8.92 lb Flash Point: N/A Vehicle Type: Proprietary Acrylic Shelf Life: 36 months unopened</p> <p>Clear LX03V0100 VOC (less exempt solvents): <50 g/L; <0.42 lb/gal As per 40 CFR 59.406 Volume Solids: 16 ± 2% Weight Solids: 17 ± 2% Weight per Gal: 8.44 lb Flash Point: N/A Vehicle Type: Proprietary Acrylic Shelf Life: 36 months unopened</p>	<p>Do not build a surface glaze. Do not apply to a damp surface. Do not apply over heavy chalk. Do not apply if the surface temperature is below 50°F, when rain is expected within 3 hours, or when the relative humidity is 90% or more.</p> <p>No reduction necessary.</p> <p>Brush Use a nylon/polyester or foam brush.</p> <p>Roller Use a 3/8" to 3/4" nap synthetic cover.</p> <p>Spray—Airless Pressure 700-1000 psi Tip015" - .019"</p>	<p>Masonry, Concrete, Stucco, Block 1 ct. Loxon Acrylic Conditioner 2 cts. Appropriate architectural topcoat</p> <p>For maximum resistance to efflorescence, you must topcoat with one of the Loxon or Loxon XP Coatings.</p> <p>On exterior applications, Loxon Conditioner must be topcoated within 7 days or the surface may need to be re-cleaned.</p> <p>If the surface requires a full bodied prime /block filler coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer or Loxon Block Surfacer.</p> <p>For use on these surfaces:</p> <ul style="list-style-type: none"> • Concrete • Concrete Block • Brick • Stucco • Fiber Cement Siding • Mortar • EIFS Exterior Wall Cladding • Plaster

PREPARATION

LOXON® Acrylic Conditioner

<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>								
<p>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.</p> <p>New and Previously Painted Remove all surface contamination (peeling paint, heavy chalk, efflorescence, laitance, concrete dust, etc.) by washing or pressure 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. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.</p> <p>Masonry/Concrete/Stucco & Block Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and form release and curing agents. Concrete and mortar must be cured at least 7 days at 75°F. Fill bugholes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Masonry surfaces must be dry, 15% or less of water and within a pH range of 6 to 13.</p> <p>Brick 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.</p>	<p>Mildew 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.</p> <p>Plaster Must be cured, usually 30 days, and hard. If painting cannot wait, allow the surface to dry 7 days (within a pH range of 6 to 13) and prime with Loxon Acrylic Conditioner. Do not build a surface glaze. If the surface requires a full bodied prime coat rather than a thin penetrating sealer, use Loxon Concrete & Masonry Primer. Soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with water and allow to dry before painting.</p>	<p>Protect from freezing. Not for use on floors.</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>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.</p> <table border="0"> <tr> <td>HOTW</td> <td>12/13/2018</td> <td>LX03W0100</td> <td>12 00</td> </tr> <tr> <td>HOTW</td> <td>12/13/2018</td> <td>LX03V0100</td> <td>11 00</td> </tr> </table> <p>SP, FRC, KOR</p> <p style="text-align: center;"><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools immediately 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.</p>	HOTW	12/13/2018	LX03W0100	12 00	HOTW	12/13/2018	LX03V0100	11 00
HOTW	12/13/2018	LX03W0100	12 00							
HOTW	12/13/2018	LX03V0100	11 00							

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SuperPaint®
Exterior Latex Satin

A89-100/1000 Series



**SHERWIN
WILLIAMS**

<u>CHARACTERISTICS</u>	<u>COMPLIANCE</u>	<u>SPECIFICATIONS</u>															
<p>SuperPaint Exterior, with resistance to early dirt pick up, provides outstanding performance on properly prepared aluminum and vinyl siding, wood, hardboard, masonry, cement, brick, block, stucco, and metal down to a surface and air temperature of 35°F.</p> <p>VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping or buckling when applied to a sound, stable vinyl substrate.</p> <p>Color: Most colors To optimize hide and color development, always use the recommended P-Shadow primer</p> <p>Coverage: 350 - 400 sq ft/gal @ 4 mils wet; 1.5 mils dry</p> <p>Drying Time, @ 50% RH: @ 35-45°F @ 45°F + Touch: 2 hour 2 hours Recoat: 24-48 hours 4 hours</p> <p>Drying and recoat times are temperature, humidity, and film thickness dependent</p> <p>Finish: 10-20 units @ 60°</p> <p>Tinting with CCE:</p> <table border="0"> <tr> <td>Base</td> <td>oz/gal</td> <td>Strength</td> </tr> <tr> <td>Extra White</td> <td>0-6</td> <td>SherColor</td> </tr> <tr> <td>Deep Base</td> <td>4-12</td> <td>SherColor</td> </tr> <tr> <td>Ultradeep Base</td> <td>10-12</td> <td>SherColor</td> </tr> <tr> <td>Light Yellow</td> <td>2-12</td> <td>SherColor</td> </tr> </table> <p>Extra White A89W01151 (may vary by base)</p> <p>VOC (less exempt solvents): <50 g/L; <0.42 lb/gal</p> <p>As per 40 CFR 59.406</p> <p>Volume Solids: 38 ± 2% Weight Solids: 49 ± 2% Weight per Gallon: 10.19 lb Flash Point: N/A Vehicle Type: 100% Acrylic Shelf Life: 36 months unopened WVP Perms (US) 26.14 grains/(hr ft² in Hg)</p> <p>Mildew Resistant This coating contains agents which inhibit the growth of mildew on the surface of this coating film.</p>	Base	oz/gal	Strength	Extra White	0-6	SherColor	Deep Base	4-12	SherColor	Ultradeep Base	10-12	SherColor	Light Yellow	2-12	SherColor	<p>COMPLIANCE As of 05/29/2019, Complies with:</p> <p>OTC Yes OTC Phase II Yes SCAQMD Yes CARB Yes CARB SCM 2007 Yes Canada Yes LEED® v4&v4.1 Emissions N/A LEED® v4&v4.1 VOC Yes EPD-Certified N/A MIR-Certified N/A MPI Yes</p> <p>APPLICATION</p> <p>When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.</p> <p>Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.</p> <p>No reduction necessary.</p> <p>Brush Use a nylon/polyester brush.</p> <p>Roller Use a 3/8" - 3/4" nap synthetic cover.</p> <p>Spray—Airless Pressure.....2000 psi Tip......015"-.019"</p>	<p>SuperPaint Exterior can be self-priming when used directly over existing coatings, or bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.</p> <p>Aluminum & Aluminum Siding¹, Galvanized Steel¹, Vinyl Siding 2 cts. SuperPaint Exterior Latex</p> <p>Concrete Block, CMU, Split face Block 1 ct. Loxon Acrylic Block Surfacers 2 cts. SuperPaint Exterior Latex</p> <p>Brick 1 ct. Loxon Conditioner² 2 cts. SuperPaint Exterior Latex</p> <p>Cement Composition Siding/Panels 1 ct. Loxon Concrete & Masonry Primer² or Loxon Conditioner² 2 cts. SuperPaint Exterior Latex</p> <p>Stucco, Cement, Concrete 1 ct. Loxon Concrete & Masonry Primer² 2 cts. SuperPaint Exterior Latex</p> <p>Plywood 1 ct. Exterior Latex Wood Primer 2 cts. SuperPaint Exterior Latex</p> <p>Wood (Cedar, Redwood)³ 1 ct. Exterior Oil-Based Wood Primer² 2 cts. SuperPaint Exterior Latex</p> <p>¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher. ² Not for use at temperatures under 50°F. See specific primer label for that product's application conditions. ³ Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.</p> <p>Other primers may be appropriate. Standard latex primers cannot be used below 50°F. See specific primer label for that product's application conditions.</p> <p>When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.</p>
Base	oz/gal	Strength															
Extra White	0-6	SherColor															
Deep Base	4-12	SherColor															
Ultradeep Base	10-12	SherColor															
Light Yellow	2-12	SherColor															

SuperPaint®
Exterior Latex Satin

<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>
<p>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.</p> <p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.</p> <p>Aluminum and Galvanized Steel Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method.</p> <p>Caulking Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.</p> <p>Cement Composition Siding/Panels Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer.</p> <p>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.</p>	<p>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 & Masonry Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant.</p> <p>Steel Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.</p> <p>Stucco Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.</p> <p>*Vinyl or other PVC Building Products 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 or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used 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.</p> <p>Wood, Plywood, Composition Board Clean the surface thoroughly then sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All new and patched areas must be primed. Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, it may show some staining. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using.</p>	<p>CAUTIONS</p> <p>For exterior use only. Protect from freezing. Non-photochemically reactive. Not for use on floors.</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>ZINC Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. 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.</p> <p>HOTW 05/28/2019 A89W01151 42 39 FRC,SP, KOR, Viet</p> <p><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.</p>
<p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.</p>		



PRO INDUSTRIAL™

113.05A

**PRO-CRYL®
UNIVERSAL PRIMER**



B66W01310 Off White
B66A01320 Medium Grey
B66N01310 Red Oxide

As of 04/17/2017, Complies with:			
OTC	Yes	LEED® 09 NC, CI	Yes
OTC Phase II	Yes	LEED® 09 CS	Yes
SCAQMD	Yes	LEED® 09 H&S	Yes
CARB	Yes	LEED® v4 Emissions	Yes
CARB SCM 2007	Yes	LEED® v4 VOC	Yes
Canada	Yes	MPI	Yes

CHARACTERISTICS

Pro Industrial Pro-Cryl® Universal Primer is an advanced technology, self cross-linking acrylic primer. It is rust inhibitive and was designed for both construction and maintenance applications. It can be used as a primer under water-based or solvent-based high performance topcoats.

- Rust inhibitive, corrosion resistant
- Single component
- Early moisture resistant
- Fast dry
- Lower temperature application 40°F
- Interior and exterior use
- Suitable for use in USDA inspected facilities

For use on properly prepared:

- Steel, Galvanized & Aluminum
- Wood

Color: Off White,

Recommended Spread Rate per coat:

Wet mils: 5.0 - 10.0

Dry mils: 1.9 - 3.8

~Coverage: 160 - 320 sq ft/gal

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 Time @ 6.0 mils wet 50% RH:

40°F 77°F 120°F

To touch: 2 hrs 40 min 20 min

Tack free: 8 hrs 2 hrs 1 hr

To recoat: 16 hrs 4 hrs 2 hrs

Drying time is temperature, humidity, and film thickness dependent.

Finish: Low sheen

Flash Point: N/A

Shelf Life: 36 months, unopened

Store indoors at 40°F to 100°F.

Tinting: **DO NOT TINT**

Off White B66W01310 (may vary by color)

VOC (less exempt solvents):

<50 g/L - 0.42 lb/gal

As per 40 CFR 59.406 and SOR/2009-264, s.12

Volume Solids: 38% ± 2%

Weight Solids: 49% ± 2%

Weight per Gallon: 10.09 lb

RECOMMENDED SYSTEMS

Water Based Topcoat:

- 1-2 cts. Pro Industrial Acrylic Coating
- or Pro Industrial Acrylic Dryfall
- or Pro Industrial DTM Acrylic
- or Pro Industrial Multi-Surface Acrylic
- or Pro Industrial Pre-Catalyzed Epoxy
- or Pro Industrial Water Based Acrolon 100
- or Pro Industrial Water Base Alkyd Urethane
- or Pro Industrial Water Based Catalyzed Epoxy
- or Sherwin-Williams Architectural Coatings

Solvent Based Topcoat:

- 1-2 cts. Pro Industrial High Performance Epoxy
- or Pro Industrial Urethane Alkyd

The systems listed above are representative of the product's use, other systems may be appropriate.

System Tested: (unless otherwise indicated)

Substrate: Steel

Surface Preparation: SSPC-SP10

1 ct. Pro Industrial Pro-Cryl Universal Off White Primer

1 ct. Pro Industrial Acrylic Coating

Adhesion:

Method: ASTM D4541

Result: 500 psi

Moisture Condensation Resistance:

Method: ASTM D4585, 100°F, 1250 hours

Result: Passes

Corrosion Weathering:

Method: ASTM D5894, 10 cycles, 3360 hours

Result: Passes

Pencil Hardness:

Method: ASTM D3363

Result: B

Direct Impact Resistance:

Method: ASTM D2794

Result: >140 in. lbs.

Salt Fog Resistance:

Method: ASTM B117, 1250 hours

Result: Passes

Dry Heat Resistance:

Method: ASTM D2485

Result: 200°F

Provides performance comparable to products formulated to federal specification: AA50557 and Paint Specification: SSPC-Paint 23.

Flexibility:

Method: ASTM D522, 180° bend, 1/4" mandrel

Result: Passes

PRO INDUSTRIAL™ PRO-CRYL® UNIVERSAL PRIMER



SHERWIN-WILLIAMS.

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.

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Do not use hydrocarbon solvents for cleaning.

Iron and Steel - Minimum surface preparation is Hand Tool Cleaning per SSPC-SP2. Remove all oil and grease from the surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Self priming.

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

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. Self priming.

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

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.

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

SAFETY PRECAUTIONS

Refer to the SDS sheets 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.

PERFORMANCE TIPS

Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. For best results on rusty surfaces, always apply first coat by brush.
No painting should be done immediately after a rain or during foggy weather.
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.
For optimal performance, this primer should be topcoated.
For exterior exposure, this primer should be topcoated within 14 days. If 14 days is exceeded remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Finish with appropriate topcoat.

APPLICATION

Refer to the SDS before using

Temperature: 40°F minimum
120°F maximum
(air, surface, and material)
At least 5°F above dew point

Relative humidity: 85% maximum

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

Reducer: Water

Airless Spray

Pressure2000 psi
Hose 1/4" ID
Tip015" - .019"
Filter 60 mesh
Reduction Not recommended

Conventional Spray

Gun Binks 95
Fluid Nozzle 66
Air Nozzle 63PB
Atomization Pressure60 psi
Fluid Pressure25 psi
Reduction as needed up to 5% by volume

Brush Nylon/Polyester
Reduction Not recommended

Roller3/8" woven
Reduction as needed up to 5% by volume

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

CLEANUP INFORMATION

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

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KOR, FRC,SP

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PRO

INDUSTRIAL™

113.12

WATERBASED ALKYD URETHANE ENAMEL

B53-1051
B53-1151
B53-1251

GLOSS
SEMI- GLOSS
LOW SHEEN

As of 04/23/2019. Complies with:		
OTC	Yes	LEED® 09 NC CI Yes
OTC Phase II	Yes	LEED® 09 CS Yes
SCAQMD	Yes	LEED® v4 Emissions No
CARB	Yes	LEED® v4 VOC Yes
CARB SCM2007	Yes	
Canada	Yes	MPI

PRODUCT DESCRIPTION

Pro Industrial Waterbased Alkyd Urethane Enamel is a premium quality interior/exterior enamel formulated with a urethane modified alkyd resin system for high performance. It provides beauty and durability when applied to interior/exterior surfaces such as properly prepared drywall, wood, masonry and metal. It brings together the convenience and ease of use of a waterborne coating with the performance and coating characteristics of a traditional oil-based enamel.

- Excellent washability & flow & leveling
- Excellent touch up
- Easy application & cleanup
- Resistant to yellowing compared to traditional alkyds
- Suitable for use in USDA inspected facilities

PRODUCT CHARACTERISTICS

Color: most colors

Extra White B53W01051

Recommended Spread Rate per coat:

Wet mils: 4.0 - 5.0

Dry mils: 1.4 - 1.7

Coverage: 320 - 400 sq ft/gal (7.85-9.81 m²/L)

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 Time @ 4.0 mils wet 50% RH:

@ 77°F

To touch: 1-2 hrs

To recoat: 4 hrs

Drying time is temperature, humidity, and film thickness dependent.

Finish: 75+ @ 60° Gloss

55-70 @ 60° Semi-Gloss

15-25 @ 60° Low Sheen

Tinting with CCE:

Base	oz/gal	Strength
Extra White	0 - 6	SherColor

Extra White B53W01051

(may vary by color and base)

VOC (less exempt solvents):

<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406

Volume Solids: 34 ± 2%

Weight Solids: 47 ± 2%

Weight per Gallon: 10.28 lb, (4.66kg)

Flash Point: N/A

Vehicle Type: Urethane modified alkyd

RECOMMENDED SYSTEMS

Steel:

1ct. Pro Industrial Pro-Cryl Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Aluminum:

1ct. Pro Industrial Pro-Cryl Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Galvanizing:

1ct. Pro Industrial Pro-Cryl Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Concrete Block:

1ct. Heavy Duty Block Filler
2cts. Pro Industrial Waterbased Alkyd Urethane

Concrete/Masonry:

1ct. Loxon Concrete & Masonry Primer
2cts. Pro Industrial Waterbased Alkyd Urethane

Drywall:

1 ct. ProMar 200 Zero VOC Primer
2 cts. Pro Industrial Waterbased Alkyd Urethane

Wood, Exterior:

1 ct. Exterior Wood Primer
2 cts. Pro Industrial Waterbased Alkyd Urethane

Wood, Interior:

1 ct. Premium Wall & Wood Primer
2 cts. Pro Industrial Waterbased Alkyd Urethane

The systems listed above are representative of the product's use, other systems may be appropriate.

System Tested: (unless otherwise indicated)

Substrate: Cold Rolled Steel

Finish: 1 ct. Pro Industrial Waterbased Alkyd Urethane
5 mils wet

Adhesion:

Method: ASTM D4541

Result: > 600 psi

Pencil Hardness:

Method: ASTM D3363

Result: 5H, 7 day dry

Flexibility:

Method: ASTM D522, 180° bend,

1/8" mandrel

Result: Excellent no cracking

Dry Heat Resistance:

Method: ASTM D2485

Result: 200°F

Block Resistance:

Lab assessment Excellent

Resistance to Yellowing:

Lab assessment Excellent

**PRO INDUSTRIAL
WATERBASED ALKYD URETHANE ENAMEL**



SHERWIN-WILLIAMS.

SURFACE PREPARATION

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

Do not use hydrocarbon solvents for cleaning.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Prime the area the same day as cleaned.

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Prime the area the same day as cleaned.

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 50°F (10°C) before filling. Use Heavy Duty Block Filler or Loxon 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(23.9°C). 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.

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

APPLICATION PROCEDURES

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

SAFETY PRECAUTIONS

Refer to the Safety Data Sheets (SDSs) 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.

PERFORMANCE TIPS

No painting should be done immediately after a rain or during foggy weather. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. Apply coating evenly while maintaining a wet edge to prevent lapping.

APPLICATION

Refer to the SDS before using.
Temperature: 50°F(10°C) minimum
 100°F(37.8°C) maximum
 (Air, surface, and material)
 At least 5°F above dew point
Relative humidity: 85% maximum

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

Reducer: Water

Airless Spray

Pressure2000 psi
 Hose 1/4" ID
 Tip013" - .017"
 Filter 60 mesh
 Reduction Not recommended

Brush Nylon / polyester
 Reduction Not recommended

Roller 1/4-1/2" woven
 Reduction Not recommended

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

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.

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**SHERWIN
WILLIAMS.**

Sher-MAX™ Urethanized Elastomeric Sealant

PRODUCT DESCRIPTION

The SHER-MAX™ formulation features Superlastic™ technology. This Sherwin-Williams exclusive technology provides maximum flexibility and performance making SHER-MAX™ our best latex choice for most interior and exterior applications. Unique to the latex sealant industry, SHER-MAX™ is a Class 35 sealant, which allows for a total 70% joint movement capability!

BASIC USES

For use on: crown molding, wood trim, chimneys, doors, ducts, windows, masonry, siding board and most exterior sealing.

- Excellent for high movement/high stress areas
- Urethanized for superior adhesion
- 70% total joint movement

SPECIFICATION COMPLIANCE

Tested at Riverbank Acoustical Laboratories in accordance with ASTM E90 and C-919, this product was sound tested and proven to be an integral component in maintaining STC/MTC partition ratings. It has also been tested in accordance with ASTM C-834 and D-217.

Sher-MAX™ Urethanized Premium Elastomeric Sealant meets or exceeds the test requirements of:

- Federal Spec. TT-S-00230C, Type II, Class A
- ASTM C-920, Class 35

PRODUCT AVAILABILITY

Color	SMIS Number	Size
White	133-5223	10 fl oz
Clear	163-2017	10 fl oz
White	163-7909	5 Gallon

Properties

Vehicle:	Acrylic Polymer
Color:	Brilliant White and Clear
Extrudability:	Excellent
Exterior Weather:	Will not crack, discolor or lose adhesion
Sag ASTM C2202:	0.15 in. maximum
Freeze-thaw:	Passes 5 cycles
Mildew resistance:	Resists mildew growth
VOC	0.49% by weight

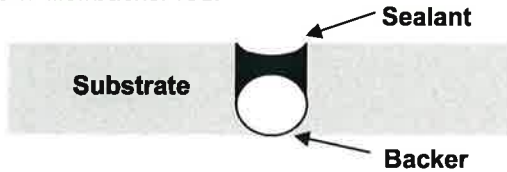
Performance Specification for GreenSure Branding:

Product has been tested to meet ASTM Specification C920 (C719 testing for cyclic movement ensures airtight, flexible seal). Product has been formulated to be virtually VOC-free (under ½ of 1% of VOC content), exceeding the most stringent VOC regulations relating to the caulking industry. Product packaging contains at least 25% post-consumer-recycled content.

Sher-MAX™ Urethanized Elastomeric Sealant

PREPARATION & USE

JOINT DESIGN: Joints should not be more than 1/2" in width or depth. Joints deeper than 1/2" should be filled to within 1/2" of the surface with polyethylene foam filler/backer rod.



PREPARATION: Surfaces to be caulked/sealed must be clean, dry and free from oils, loose mortar, laitance, form release agents, old caulking, old paint or other contaminants. Allow new concrete to cure for 30 days before caulking.

MASKING: Mask areas that are not to be caulked/sealed. Remove masking immediately after tooling BEFORE a skin has formed on the caulk/sealant.

APPLICATION: Cut nozzle at 45° angle to the desired orifice /bead size. Load cartridge into a caulk gun and puncture the inner seal. Squeeze trigger to start flow of material. Keep nozzle pressed against the surface and slowly draw along seam. Apply a uniform, continuous bead.

TOOLING: Tool caulk with appropriate tool to ensure firm, full contact with the surface or the joint. If necessary, smooth the surface with wet finger or spatula and wipe off the excess with a water-dampened rag.

PRIMING: For best results, priming is recommended prior to caulking. Determine the primer based on the substrate, any topcoat, and any required performance.

PAINTING: (Temperature and Humidity Dependent) Can be painted after 30 minutes at 75°F and 50% relative humidity. For best results, a minimum of 4 hours dry time is required before painting with latex or oil base paint. Allow extra dry time during periods of high humidity and/or cool temperatures.

Always use a shellac sealer before applying lacquer.

CLEAN-UP: Clean tools and excess sealant with soap and water or a damp cloth while still wet.

LIMITATIONS

Not for use below grade, on aquariums, or for marine use below the water line.

Never use in architectural joints, joints subject to heavy abrasion, wear or joints frequently under water. Apply at temperatures above 40°F.

For indoor and exterior use.

Do not apply when rain or moisture is expected.

Do not apply to frozen or frost covered surfaces.

Protect from freezing.

SHELF LIFE

This sealant has a shelf life of 12 months from the date of manufacture when stored at room temperature.

PRECAUTIONS

Use only with adequate ventilation. Avoid contact with eyes and skin. Wash hands after using. Do not transfer contents to other containers for storage. In case of eye contact, flush with water. Get medical attention if irritation persists. If swallowed, get medical attention immediately. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

Tested at Riverbank Acoustical Laboratories in accordance with ASTM E90 and C-919, this product was sound tested and proven to be an integral component in maintaining STC/MTC partition ratings.

It has also been tested in accordance with ASTM C-834 and D-217.

Coverage in Lineal Feet One cartridge (10, 10.1, 10.3 fl. oz.)					
		Depth in Inches			
		1/8"	1/4"	3/8"	1/2"
Width in inches	1/8"	99			
	1/4"	49	24		
	3/8"	33	20	11	
	1/2"	24	12	8	6
	5/8"	20	10	7	5
	3/4"	16	8	6	4
	7/8"	14	7	5	4
	1"	12	6	4	3

When using this reference chart, you MUST consider the physical limitations of the product you are using. Not all products can be used in the gap sizes shown.

HEAVY SHIELD™

WATER-BASED SOLID COLOR CONCRETE & DRIVEWAY ENAMEL / STAIN



INTERIOR & EXTERIOR USE
WITHSTANDS VEHICULAR TRAFFIC
EXCELLENT TIRE MARKING AND HOT
TIRE PICKUP RESISTANCE

EASY CLEANUP
RESISTANT TO HOUSEHOLD CHEMICALS

PRODUCT DESCRIPTION

H&C® HEAVY SHIELD™ is a water-based stain that provides a long-lasting, durable and decorative finish to interior or exterior concrete or masonry. With superior formulation H&C® HEAVY SHIELD™, resists tire marking and hot tire pickup, provides excellent adhesion and abrasion protection, and chemical resistance while delivering a quality water-based stain that withstands vehicular traffic.

FEATURES & BENEFITS

- Provides a durable finish for excellent abrasion resistance that extends the life of concrete and masonry surfaces
- Highly resistant to garage, household, and pool chemicals for long lasting beauty and protection
- Water-Based formulation allows for easier application and clean-up
- Withstands vehicular traffic, tire marking, and hot tire pickup

RECOMMENDED USES

H&C® HEAVY SHIELD™ is formulated for use on concrete and masonry. It can be used on both interior and exterior surfaces including driveways, and driveable concrete surfaces, walkways, patios, pool decks, basement floors, and block and stucco walls.

COVERAGE RATES

Substrate*	sq ft/gal
Concrete floors	200-300
Porous concrete	150-250
Concrete block	100-150
Split-faced block	75-125
Fluted block	50-100
Brick (clay)	100-150

*Coverage will vary depending on the porosity and texture of the substrate.

JOB SITE TEST SECTION

Due to the wide variety of substrates, preparation methods, application methods and environments, it is important to test the product in an inconspicuous spot for adhesion and compatibility prior to full-scale application.

LIMITATIONS

Do not use on wood surfaces.

SURFACE PREPARATION

New Concrete: Allow new concrete to cure at least 28 days. Concrete surfaces should be able to absorb water. To test absorption, spray various sections of the surface to be stained with water. If the water does not absorb rapidly, then acid etch the surface using H&C™ CONCRETEREADY® Etching Solution, following label instructions. After proper etching, the surface should feel like 120-grit sandpaper. If not, then etch again. Mechanical abrasion methods may be necessary to achieve proper profile. Do not apply the stain until all surfaces are porous. Allow all surfaces to dry at least 24 hours before staining. Prepared concrete must have a pH of 6 to 10.

Existing and Previously Painted Concrete: All concrete must be porous, clean, dry and free of grease, oil and other contaminants. To spot clean, use H&C™ CONCRETEREADY® Cleaner Degreaser, following label directions. If mold, mildew, or fungus is present, kill and remove with a solution of 1 cup household bleach to 1 gallon of water. If surface has been previously painted, remove all old, peeling, flaking paint by rough sanding to ensure adhesion of H&C® HEAVY SHIELD™. Rinse away sanding dust before stain application. *DO NOT ETCH PREVIOUSLY PAINTED SURFACES.

***WARNING:** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. To avoid exposure to lead dust, wear proper protective equipment, such as a properly fitted respirator (NIOSH approved) and follow proper containment and cleanup procedures. For more information, call the National Lead Information Center at 1-800-424-LEAD (in U.S.) or contact your local health authority.

Driveways and concrete surfaces with vehicular traffic: Proper surface preparation is crucial for driveways and concrete surfaces that will take vehicular traffic.

Repair: For the best repair on vertical and horizontal concrete and masonry surfaces, use H&C™ CONCRETEREADY® Quick Patch and Repair to fill low spots and spalling concrete. Please note that patching compounds will generally be visible through clear coatings.



HEAVY SHIELD™

WATER-BASED SOLID COLOR

CONCRETE & DRIVEWAY ENAMEL / STAIN

TOOLS REQUIRED

Brush: Use nylon or polyester paint brushes.

Roller: Use a solvent-resistant soft woven roller (3/8- to 1/2-inch nap).

Airless sprayer: Pressure 1500 psi; tip .013 to .017 inch.

Conventional sprayer: Air pressure 30-50 psi; fluid pressure 15-20 psi; cap/tip 704/FX or equivalent.

HVLP: Cap/needle Titan #3 or equivalent.

NOTE: Back rolling is recommended after spraying.

APPLICATION INSTRUCTIONS

Apply H&C® HEAVY SHIELD™ onto dry surfaces only. Moisture content should not exceed 3 lbs/1,000 sq. ft. of surface (ASTM F710). Air, surface and material temperatures must be between 50° and 90° F and at least 5° F above the dew point during and for 24 hours after application. Do not apply H&C® HEAVY SHIELD™ Water-Based if rain is expected within 12 hours following application. A minimum of two coats are required.

How to Apply: Apply with a brush, roller, or sprayer. Stir product thoroughly before and during application. When using more than one container, intermix all containers together to ensure color uniformity. Prior to applying the first coat, dry sweep the concrete with a stiff broom or shop vacuum to remove all loose surface contaminants.

First Coat: Apply first coat evenly, working in one direction. Allow to dry at least 2 hours before applying the second coat.

Second Coat: If using a second coat, apply the second coat perpendicular to the first coat. Two coats of H&C® HEAVY SHIELD™ are usually sufficient. However, extremely porous surfaces may require a third coat for a uniform appearance. Allow 2 hours of dry time between coats.

SLIP RESISTANCE

Some surfaces such as inclined driveways, garage floors, steps and patios may require a slip-resistant additive for safety. Add H&C® SHARKGRIP® Slip-Resistant Additive to the final coat, following label directions. This product should not be used in place of a nonskid finish.

CLEANUP

Clean tools and any spills or spatters immediately using soap and warm water.

DISPOSAL

Follow your state or local regulations for disposal methods.

PHYSICAL PROPERTIES

Property	Test Method	Value
Dry Time (@ 77°F, 50% RH)	Dry-to-touch	30 minutes
	Light traffic (foot)	2 hours
	Heavy traffic	48 hours
	Recoat	2 hours
	Full cure	7-14 days
VOC	Calculated	<100 g/L
Static Coefficient of Friction	ASTM D1894	0.57
Water-Vapor Transmission	Method A	6.869 ± 0.162 grains/sq ft/hr
Perm Rating	ASTM D1653	16.56 ± 0.39 grains/(hr ft ² in Hg)
Chemical Resistance	Brake Fluid Gasoline Motor Oil Anti-Freeze Transmission Fluid	No softening or color change
Scrub-Resistance Testing	ASTM D2486	1,000 cycles, no failure
Adhesion Testing	ASTM D4541	328.86 psi
Sheen (pigmented)	60° Gloss	38
Volume Solids EW Base: Solids by Weight Solids by Volume	Calculated	41.14%
		31.34%
		40.35%
		32.58%
Volume Solids Deep Base: Solids by Weight Solids by Volume	Calculated	37.07%
		31.66%
Volume Solids Ultra Deep Base: Solids by Weight Solids by Volume	Calculated	37.07%
Weight per Gallon	ASTM D1475	9.52 lbs/gal

HEAVY SHIELD™

WATER-BASED SOLID COLOR CONCRETE & DRIVEWAY ENAMEL / STAIN

MAINTENANCE

Surfaces treated with H&C® HEAVY SHIELD™ are easily cleaned using 3 parts water to 1 part H&C™ CONCRETEREADY® Cleaner Degreaser.

ORDERING INFORMATION

Extra White	Part Number/SMIS
1 gallon	35.100214/650990146
5 gallons	35.100215/650990260

Deep Base	Part Number/SMIS
1 gallon	35.100314/650990757
5 gallons	35.100315/650990781

Ultra Deep	Part Number/SMIS
1 gallon	35.100414/650990807
5 gallons	35.100415/650990815

CAUTION

CAUTIONS: CONTAINS CRYSTALLINE SILICA. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (NIOSH approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage.

FIRST AID: In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately.

DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure.

WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

LIMITED WARRANTY

Seller's and manufacturers only obligations shall be to replace such quantity of product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising from the applicator's inability to use the product for his/her intended use. The user assumes all risk and liability.

TECHNICAL SERVICES

The information and recommendations set forth in this product data sheet are based on tests conducted by or on behalf of H&C® Products Group and The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your H&C® or Sherwin-Williams representative to obtain the most recent product data sheet.

For technical assistance, call 1-800-867-8246 or visit www.hcconcrete.com.





Exterior Finishes

Stucco

Other: WL700GLTB - Masonry Patch And Seal Brush-Grade, Textured
- Location: Elastomeric Patch for Settling Crack Repair

Spot Prime: LX02W0050 - LOXON CONCRETE & MASONRY PRIMER
- Location: Spot Prime Stucco Repair Areas

Primer: LX03V0100 - LOXON CONDITIONER CLEAR
- Location: Stucco Walls

Notes: Guide Coat Conditioner Can Be Used Instead of Clear to Help in Color Change

Finish: A89W01151 - SuperPaint® Exterior Latex Satin Extra White
- Location: Stucco Walls

Notes: Building might require 2 finish coats due to color change.

Steel/Ferrous Metal

Spot Prime: B66W01310 - Pro Industrial ProCryl Primer
- Location: Spot Prime Bare Areas on Entry Doors

Finish: B53W01151 - Pro Industrial Waterbased Alkyd Urethane Enamel
- Location: Entry Doors

Touch-Up, Maintenance and Repair

Other: WL001360A - Caulk - Sher-MAX Ultra Urethanized Elastomeric Sealant 11 Oz. White
- Location: Sealant for Exterior Windows & Doors

Concrete Masonry

2 Coats: 35.100215 - H&C Heavy Shield Floor Enamel/Concrete Stain
- Location: Front Entry Sidewalks

Notes: H&C SharkGrip Slip Resistant Additive MUST be Added to Product! Sidewalks must be properly prepped prior to application of product.

Other: 50.155004 - SHARKGRIP 3.2OZ ADD
- Location: Front Entry Sidewalks

Notes: H&C SharkGrip Slip Resistant Additive MUST be Added to Product!



H&C® SHARKGRIP® SLIP-RESISTANT ADDITIVE



PRODUCT DESCRIPTION

H&C® SHARKGRIP® Slip-Resistant Additive is a micronized polymer for addition to H&C coatings for slip resistance, fine texturing, and gloss reduction. Due to its low oil absorption and high solvent resistance, it will stir easily into most oil-based and latex-based paints and other coatings with minimal effect on the coating's viscosity. Its low density allows it to stay well suspended in thin materials such as stains.

FEATURES & BENEFITS

- Add to latex-based and oil-based coatings, stains and sealers
- Spherical-shaped particles provide easier cleanability and are smooth to the touch
- Improves slip-resistance on concrete surfaces
- Does not effect the color the top coat

RECOMMENDED USES

H&C® SHARKGRIP® Slip-Resistant Additive is formulated for use on concrete and masonry surfaces including inclined Surfaces, Driveways, Garages, Steps, Patios and Pool Decks.

JOBSITE TEST SECTION

Due to the wide variety of substrates, preparation methods, application methods and environments, it is important to test the product in an inconspicuous spot for adhesion and compatibility prior to full-scale application.

LIMITATIONS

H&C® SHARKGRIP® Slip-Resistant Additive will increase the coefficient of friction on the coated surface, but due to its small particle size, the coating that this is added to should be considered **slip-resistant but not non-skid**.
Not for use with wood stains.

INSTRUCTIONS

Add contents of one 3.2 oz container into one gallon of H&C® Concrete Stain or Sealer. H&C® SHARKGRIP® Slip-Resistant Additive should be mixed into the final topcoat. Mix well and apply with a roller.

***Refer to Stain or Sealer label and data page for detailed product guidelines.**

PHYSICAL PROPERTIES

Physical Properties and Characteristics		
Property	Test Method	Value
Melting Point	ASTM D127	330-335°F

ORDERING INFORMATION

Clear	Part Number/SMIS
3.2 OZ	50.155004-16/ 6507-12276
16 OZ	50.155005-20/ 6507-12284
19 lb.	50.155008-99/ 6507-12292

TECHNICAL SERVICES

The information and recommendations set forth in this product data sheet are based on tests conducted by or on behalf of H&C Products Group and The Sherwin-Williams® Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your H&C or Sherwin-Williams representative to obtain the most recent product data sheet.

For technical assistance, call 1-800-867-8246 or visit www.hcconcrete.com.

CAUTION

CAUTIONS Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area.

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

LIMITED WARRANTY

Seller's and manufacturer's only obligations shall be to replace such quantity of product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising from the applicator's inability to use the product for his/her intended use. The user assumes all risk and liability.



SW 7740
Messenger Bag

Stucco Body



SW 0008
Cajun Red

Accent Body



SW 7541
Grecian Ivory

Trim

"General Decision Number: FL20190082 01/04/2019

Superseded General Decision Number: FL20180125

State: Florida

Construction Type: Residential

County: Polk County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject

to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

ENGI0925-008 06/01/2013

Rates	Fringes
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POWER EQUIPMENT OPERATOR:

Crawler Cranes; Truck Cranes; Pile Driver Cranes; Rough Terrain Cranes; and Any Crane not otherwise described below...	\$ 29.61	11.50
Hydraulic Cranes Rated 100 Tons or Above but Less Than 250 Tons; and Lattice Boom Cranes Less Than 150 Tons if not described below.	\$ 30.61	11.50
Lattice Boom Cranes Rated at 150 Tons or Above; Friction Cranes of Any Size; Mobile Tower Cranes or Luffing Boom Cranes of Any Size; Electric Tower Cranes; Hydraulic Cranes Rated at 250 Tons or Above; and Any Crane Equipped with 300 Foot or More of Any Boom		

Combination.....	\$ 31.61	11.50
Oiler.....	\$ 22.91	11.50

* IRON0397-003 07/01/2018

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 29.85	15.97

SUFL2009-121 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Cabinet Installation.....	\$ 11.37	0.00
CEMENT MASON/CONCRETE FINISHER...\$	15.14	0.00
ELECTRICIAN.....	\$ 12.66	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60	0.00
LABORER: Common or General.....	\$ 9.85	0.00
LABORER: Mason Tender - Brick...\$	11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46	0.00
LABORER: Pipelayer.....	\$ 11.79	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and		

Irrigation.....	\$ 8.26	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56	0.00
OPERATOR: Bulldozer.....	\$ 12.14	0.00
OPERATOR: Distributor.....	\$ 11.57	0.00
OPERATOR: Forklift.....	\$ 17.38	0.00
OPERATOR: Grader/Blade.....	\$ 15.50	0.00
OPERATOR: Loader.....	\$ 11.59	0.00
OPERATOR: Roller.....	\$ 11.02	0.00
OPERATOR: Screed.....	\$ 11.08	0.00
OPERATOR: Trackhoe.....	\$ 15.68	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PLUMBER.....	\$ 13.22	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Excludes		

Metal Roof Installation.....	\$ 9.50	0.00
TRUCK DRIVER, Includes Dump		
Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....		
	\$ 12.10	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

"

ATTACHED FORMS

NON-COLLUSION CERTIFICATION

re: Repainting the Previously Painted Exterior Areas of The Manor at Washington Ridge

The undersigned states that he/she is fully authorized by the entity indicated below to certify that:

- That this proposal or bid is made without collusion or fraud with any other person, firm, or corporation making a proposal or bid for the same purpose.

- That no officer or employee or person whose salary is paid, in whole or in part, from the Housing Authority of the City of Lakeland is, shall be, or will become interested, directly or indirectly, surety or otherwise: in this proposal or bid; in the performance of the contract; in the supplies, materials, equipment, and services or labor to which they relate; or in any portion of the profits thereof.

By signing this form, the undersigned affirms that said proposal or bid is, in all respects, fair and without collusion or fraud.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

PUBLIC ENTITY CRIMES STATEMENT

re: Repainting the Previously Painted Exterior Areas of The Manor at Washington Ridge

By signing this form, the *Bidder* certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs in accordance with: Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35; HUD regulations, 24 CFR 24; or by other federal agencies.

The *Bidder* also certifies that it is in compliance with Section 287.133, Florida Statutes, as it relates to Public Entity crimes. More specifically, the *Bidder* certifies that it acknowledges, and it is in compliance with the following:

A person or an affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section [287.017](#), F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Name of Entity: _____

Authorized Signature/Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Corporate Seal, *if appropriate*

Note: Failure to complete this statement as presented may result in the bid or proposal being rejected.

SECTION 3 BUSINESS FORM

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: <input type="checkbox"/> Minority – Owned Business <input type="checkbox"/> Women – Owned Business
<p>THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT:</p> <p><input type="checkbox"/> IS A SECTION 3 BUSINESS CONCERN (ATTACHED FOR CERTIFICATION)</p> <p><input type="checkbox"/> 51% or more owned by Section 3 residents <input type="checkbox"/> 30% of your permanent, full time workforce composed of current Section 3 residents <input type="checkbox"/> 30% of your permanent, full time workforce employees who, within 3 years employment with your business were Section 3 residents</p> <p><input type="checkbox"/> IS NOT A SECTION 3 BUSINESS CONCERN BUT WHO HAS AND WILL CONTINUE TO SEEK COMPLIANCE WITH SECTION 3 BY CERTIFYING THE ATTACHED FORM, STATING EFFORTS TO AWARD SUBCONTRACTORS TO SECTION 3 CONCERNS.</p>	

BACKGROUND:

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because a project or activity undertaken by recipient of HUD financial assistance necessitated the employment of additional personnel through individual hiring or the awarding of contracts for work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low persons in their recruitment and solicitation efforts, but that in fact, extra or great efforts be undertaken to make these persons aware of the existence of economics opportunities, encourage their application for these opportunities, and facilitate the employment of, or award of contracts to these persons.

Section 3 covered assistance means:

- Public and Indian Housing Operating Assistance
- Public and Indian Housing Modernization Assistance;
- Assistance provided under any HUD Housing or Community Development program that is expended for work arising in connection with Housing rehabilitation, Housing construction, and other public construction (including other buildings or improvements, regardless of ownership)

A Section 3 resident is defined as: (a) A Public Housing Resident (b) An individual who resides in the Metropolitan Area and who is:

Person	SIZE	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
VERY LOW INCOME		\$18,800	\$21,450	\$24,150	\$26,800	\$28,950			
		\$31,100	\$33,250	\$35,400					
LOW INCOME		\$30,050	\$34,350	\$38,650	\$42,900	\$46,350			
		\$49,800	\$53,200	\$56,650					

DATE:	I hereby certify to the best of my knowledge and belief that the information provided in this document is true and correct	
	<hr/> Name of Authorized Official	<hr/> Signature of Authorized
	Official	

SECTION 3 AND MINORITY AND BUSINESS ENTERPRISES POLICY

HOUSING AUTHORITY OF THE CITY OF LAKELAND

SECTION 3

AND

MINORITY AND WOMEN BUSINESS ENTERPRISES

POLICY

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Appendices

Part I: Policy, Purpose, and Definitions

A. Introduction and Summary

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.), is a legislative directive for providing preference for low- and very low-income residents of the local community and those businesses which employ these persons, and for new employment, training and contracting opportunities with projects sponsored or funded by the U.S. Department of Housing and Urban Development. For purposes of complying with the Section 3 legislative directive, the Housing Authority of the City of Lakeland (LHA) has established a policy whereby any contractor that transacts business with LHA must meet the requirements of LHA's Section 3 and Minority and Women Business Enterprise (M/WBE) policy as outlined in this document.

This Section 3 and M/WBE policy applies to all contracts with a dollar value of \$100,000 or more. In that regard, contractors having contracts awarded by LHA shall:

- 1) offer Section 3 employment, training and employment skill building programs for eligible Section 3 residents and
- 2) provide Section 3 business concerns, minority and women business enterprises with the maximum opportunity to participate in the performance of contracts.

LHA will make a good faith effort to assist with the recruitment of as many Section 3 eligible residents and business concerns as possible for employment and/or instructional/training positions and contract opportunities, in an effort to provide economic opportunities for local residents and business concerns.

This policy also serves to fulfill two objectives of LHA:

- 1) outline the Section 3 and M/WBE policy and program compliance measures of LHA and
- 2) provide program definitions, requirements, required forms, information on program assistance provided by LHA, and other information related to LHA's employment, training and contracting policy.

This Section 3 and M/WBE policy replaces all previous policies and is effective as of the LHA Board of Commissioners approval date.

B. Purpose of Section 3

The Section 3 legislation was designed to encourage recipients of funding from the U.S. Department of Housing and Urban Development to direct new employment and contracting opportunities to low- and very low-income residents, and the businesses that employ these persons, within their communities regardless of race and/or gender.

The desired result of the Section 3 legislation and this Section 3 and M/WBE policy is to have a positive impact on current unemployment and/or underemployment rates; increase economic opportunities of business concerns; and promote economic recovery in the local community.

Section 3 is a starting point to obtain job training, employment and contracting opportunities for individuals and small businesses in order to help them achieve economic advancement and self-sufficiency. Its most obvious benefit is to increase the incomes of low- and very low-income persons by making more employment and job training opportunities available to them. By helping members of low- and very low-income households improve their skills, they become more employable. When low- and very low-income persons obtain jobs through Section 3, their earnings may increase and some families may move above poverty thresholds. This method of job creation results in lower unemployment rates and less reliance on public services.

By providing job training opportunities, Section 3 can also enhance long-term employment prospects of low- and very low-income persons. Individuals that receive training about acceptable job behavior and work performance are more likely to maintain their employment.

C. Definitions

Section 3 funding thresholds: the minimum dollar amounts that trigger Section 3 requirements. The requirements of Section 3 apply to LHA and contractors doing business with LHA in the following manner:

All contactors (or subcontractors) receiving contracts valued at \$100,000 or more to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3.

There are no thresholds for Public Housing Authorities (PHA). The requirements of Section 3 apply to all PHAs regardless of the amount of assistance received from the U.S. Department of Housing and Urban Development.

All contracts or subcontracts funded with Public and Indian Housing assistance, regardless of the dollar amount or type of contract, are subject to the requirements of Section 3.

Section 3 project: a project that involves the new construction or rehabilitation of affordable housing (including reduction of lead-based paint hazards), or other public construction such as street repair, sewage line repair or installation, updates to building facades, etc.

Section 3 Residents: may consist of the following groups:

1. Residents of Public and Indian Housing; or
2. Individuals who reside in the metropolitan area or non-metropolitan county where Section 3 covered assistance is expended and whose total household income is within the area's median income limits for low- and very low-income households as defined by the U.S. Department of Housing and Urban Development.

In accordance with the regulation, residents seeking Section 3 preference shall certify or submit evidence to the contractor or subcontractor verifying that they meet one of the definitions provided above. Examples of documentation include: proof of residency in a public housing community, proof of federal subsidy for housing, food stamps and/or unemployment benefits.

Note: LHA has elected to categorize Section 3 residents into four categories. The categories are:

Category 1: Residents of the LHA housing site where the work is being performed

Category 2: Residents of any other LHA housing site

Category 3: Participants in the LHA Youthbuild Program

Category 4: Other Low and Very Low-Income Persons

Section 3 Business Concerns are:

- 1) Businesses that are 51% or more owned by Section 3 residents; or
- 2) Businesses whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents or who within three years of the date of first employment with the firm were Section 3 Residents; or
- 3) Businesses that provide evidence of a commitment to subcontract 25% or more of all subcontract amounts to businesses that meet the qualifications listed in 1 and 2 above.

In accordance with the regulation, business owners seeking Section 3 preference shall certify or submit evidence to the contractor, subcontractor, or LHA verifying that they meet the definitions provided above. Examples of appropriate documentation include payroll data or other relevant business information.

Section 3 economic opportunities: are new employment, training or contracting opportunities resulting from the new project that is receiving direct or indirect funding from HUD.

- 1) **New Employment** – any new position created to complete the work required by the new project.
- 2) **New Contracting** – any new contracting opportunity created to complete the work required by the new project.
- 3) **New Training** – any new training opportunity created as a result of the new project.

Any employment resulting from these expenditures, including administration, management, clerical support, and construction is subject to compliance with Section 3. Examples of employment opportunities include appliance repair, bookkeeping, printing, bricklaying, carpentry, carpet installation, cement/masonry, data processing, demolition, drywall, electrical, fencing, surveying, heating, janitorial, landscaping, machine operation, manufacturing, painting, tile work, accounting, payroll, photography, plastering, plumbing, transportation, welding, word processing, etc.

Section 3 Priority: For Training and Employment, the following persons receive priority under Section 3:

- 1) Persons in public and assisted housing; or

- 2) Persons residing in the area where the U.S. Department of Housing and Urban Development financial assistance is being spent; or
- 3) Participants in LHA/HUD Youthbuild programs; or
- 4) Homeless persons.

For Contracts, the following businesses receive priority under Section 3.

- 1) Businesses that meet the definition of a Section 3 business concern.

New Hire: a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance. For Section 3 projects, contractors must, to the greatest extent feasible, ensure that at least 30% of new hires are Section 3 residents.

Contractor: Any business or entity that contracts with LHA for the performance of work generated by the expenditure of Section 3 covered assistance or performing work in connection with a Section 3 covered project.

Subcontractor: Any business or entity (other than a person that is an employee of the contractor) that has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance or arising in connection with a Section 3 covered project.

Core Employee: Any person(s) listed and verified as employed with the contractor or company prior to the execution date of the contract with LHA.

Minority Business Enterprise (MBE): A business enterprise that is 51% or more owned, controlled and actively operated by one or more persons who are defined as a minority or classified as part of a socially and economically disadvantaged group. Such socially disadvantaged persons include African-Americans, Hispanic Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish Americans, Asian Pacific Americans and Asian Indian Americans.

Women Business Enterprise (WBE): A business enterprise that is 51% or more owned, controlled and actively operated by one or more women.

Low Income: The term "low-income" is used in the Section 3 regulation to include both low- and very low-income individuals.

- 1) **Low Income** – total household income at 80% or below the median income of that area.
- 2) **Very Low Income** – total household income at 50% or below the median income of that area.

Section 3 service area: the geographical area where the persons benefiting from the Section 3 covered project resides. The Section 3 service area shall not extend beyond Polk County, Florida.

Metropolitan Area: a metropolitan statistical area (MSA).

Non-metropolitan County: any county outside of a metropolitan area.

Part II. Section 3 Policy Statement

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701, et seq.), requires the LHA to ensure that employment, economic and business opportunities generated by financial assistance received from the U.S. Department of Housing and Urban Development are directed to public housing residents and other low income persons, particularly recipients of government housing assistance and small business concerns that provide economic opportunities for low and very low income persons.

By Resolution 12-1341, approved by the LHA Board of Commissioners, LHA hereby reaffirms its commitment of ensuring that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or more by LHA for work generated through the expenditure of U.S. Department of Housing and Urban Development or LHA funding shall take all necessary and reasonable steps to provide meaningful, full-time employment and training opportunities for Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract of \$100,000 or more by LHA for work generated through the expenditure of U.S. Department of Housing and Urban Development funding shall take all necessary and reasonable steps to provide contracting opportunities for Section 3 business concerns.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), LHA shall require the submission of a Section 3 Plan, roster of Core Employees, and certification that the respondent will comply with the requirements of the Section 3 legislation and this policy.

LHA, in accordance with applicable laws and regulations, has established employment and training requirements that contractors and subcontractors are expected to meet in order to comply with Section 3 requirements. **LHA's Section 3 requirements are:**

1) thirty percent (30%) of any new hires for the term of the contract shall be Section 3 eligible workers;

2) ten percent (10%) of the value of the contract for construction work shall be awarded to Section 3 eligible business concerns; and

3) three percent (3%) of the value of the contract for non-construction work shall be awarded to Section 3 eligible business concerns.

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract shall subject the contractor to penalties including, but not limited to, the withholding of payments (until such time as compliance is obtained).

Section 3 Hiring Preferences: Contractors shall adhere to the following order of priority for employment purposes:

Category 1: Residents of the LHA housing site where the work is being performed

Category 2: Residents of any other LHA housing site

Category 3: Participants in the LHA Youthbuild Program

Category 4: Other Low and Very Low-Income Persons

Section 3 Contracting Preferences: Contractors and any tier subcontractors shall direct 10% of the dollar value of the contract to Section 3 business concerns for construction contracts and 3% for non-construction contracts in the following order of priority:

Category 1: Business concerns that are 51% or more owned by Section 3 residents of the LHA housing property for which the Section 3 covered assistance is expended.

Category 2: Business concerns that are 51% or more owned by Section 3 residents of another LHA housing property.

Category 3: Business concerns whose permanent full-time workforce includes persons, at least 30% of whom are currently Section 3 residents or who within three years of the date of first employment with the firm were Section 3 residents.

Category 4: Business concerns that provide evidence of a commitment to subcontract 25% or more of all subcontracts to businesses that meet the qualifications listed in 1, 2 or 3 above.

Section 3 business concerns seeking a contract or subcontract shall be responsible for submitting evidence, if requested, to demonstrate to the satisfaction of the contracting party that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

Incorporating Section 3 clauses into covered solicitations and contracts

The Housing and Urban Development Act of 1968 provides language about the Section 3 requirement that must be included in all contracts issued for HUD funded activities. This mandatory Section 3 contract clause can be found at 24 CFR Part 135.38. Covered contracts described at 24 CFR Part 135.3(a) include developments, operating and modernization assistance. A copy of the mandatory language is provided in the Appendix C.

Contractors must incorporate and enforce the provision of the Section 3 policy and numerical requirements in any and all tier subcontracts. Requirements relative to employment and contracting with Section 3 residents and business concerns shall not apply to contracts with a dollar value less than \$100,000 or contracts for the purchase of supplies and materials unless the contract for materials includes installation.

Part III. Minority and Women Business Enterprises Policy Statement

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and as promulgated in 24 CFR Part 85 and LHA Board of Commissioners Resolution 12-1341, LHA hereby modifies the numerical requirements relative to contracting with M/WBE and reaffirms its commitment of ensuring that all contractors and any tier

subcontractors that are awarded a contract with a dollar value of \$100,000 or more for work generated through the expenditure of U.S. Department of Housing and Urban Development funding shall take all necessary and reasonable steps to provide M/WBEs with the maximum opportunity to participate in the performance of contracts awarded by LHA.

LHA's M/WBE requirement is:

- 1) thirty percent (30%) of the dollar value of the contract will be awarded to MBEs and**
- 2) five percent (5%) of the dollar value of the contract will be awarded to WBEs.**

This policy is written to comply with the legislative requirements and the LHA Board of Commissioners resolution with the intent of obtaining a reasonable level of success in the utilization of eligible businesses by contractors performing work with LHA under contracts partially or wholly funded with U.S. Department of Housing and Urban Development funds. LHA shall review and consider a contractor's potential for success in meeting these requirements prior to acting on any proposed contract award.

In response to any Request for Proposals (RFP), Request for Qualifications (RFQ) or Invitation for Bids (IFB), LHA shall require the submission of evidence and certification that the respondent will comply with the requirements of this policy.

Contractors must incorporate and enforce the provision of the M/WBE policy and numerical requirements in any and all tier subcontracts. Requirements relative to contracting with M/WBEs shall not apply to contracts with a dollar value less than \$100,000 or contracts where the contractor is not subcontracting for any work, materials, supplies, services, etc., or when the sole source or specified items are not available from M/WBEs.

Part IV. Contractor Responsibilities

A. General Statement of Contractor Responsibilities

Each contractor entering into a contractual agreement with the LHA is required to comply with the requirements of Section 3 for **new** employment, training or contracting opportunities resulting from the expenditure of covered funding. The responsibility includes the following:

- 1) Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by the LHA project;
- 2) Notifying potential subcontractors working on the LHA project of their respective responsibilities;
- 3) Incorporating the Section 3 clause into all subcontracts;
- 4) Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;

- 5) Assisting and actively cooperating with LHA in making subcontractors comply;
- 6) Refraining from entering into contracts with subcontractors that are in violation of Section 3 regulations;
- 7) Documenting actions taken to comply with the Section 3 regulation; and
- 8) Submitting Section 3 reports in accordance with LHA contractual requirements.

LHA will:

- 1) Inform contractors of the requirements of the Section 3 regulation;
- 2) Assist contractors and their subcontractors with achieving compliance;
- 3) Monitor contractor's performance with respect to meeting the requirements of Section 3; and
- 4) Report to the U.S. Department of Housing and Urban Development on the cumulative Section 3 activities taking place within our jurisdiction on an annual basis.

B. Notification to Section 3 Residents and Business Concerns of Opportunities

If a contractor or subcontractor has the need to hire new persons to complete the Section 3 covered work or needs to subcontract portions of the work to another business, they are required to direct the newly created employment and/or business opportunity to Section 3 residents and business concerns. This objective can be achieved by implementing procedures to notify Section 3 residents and business concerns of the opportunities. In other words, the contractor or subcontractor must develop ways to inform and recruit Section 3 residents and business concerns.

Contractor or subcontractors may inform Section 3 residents and business concerns about available training and job opportunities by:

1. Partnering or entering into contacting agreements with public housing resident organizations (such as Lakeland Housing Authority Resident Advisory Association), local community development and employment agencies (such as Polk Works);
2. Distributing flyers in the neighborhood surrounding the project;
3. Posting signs in strategic locations in neighborhoods where Section 3 residents and business concerns reside; and
4. Placing ads in local newspapers.

All of the above options are examples of procedures contractors and subcontractors may utilize to notify Section 3 residents and business concerns of employment, training or contracting opportunities. More examples of outreach efforts are provided below and in Appendices A and B.

C. Recruiting Section 3 Residents and Business Concerns

Contractors or businesses can recruit Section 3 residents and business concerns in the following locations:

- 1) LHA public housing developments and
- 2) The neighborhoods surrounding the project site.

Contractors or businesses may inform residents and business concerns about available training and job opportunities by:

- 1) Contacting LHA resident organizations, Polk Works, and other local community development and employment agencies;
- 2) Distributing flyers;
- 3) Posting signs; and
- 4) Placing ads in local newspapers.

D. Notifying Potential Subcontractors of Contractual Responsibilities

All contractors are required to ensure their own compliance **and** the compliance of their subcontractors with the Section 3 regulations, as outlined at 24 CFR Part 135.32. Contractors can notify their subcontractors of their respective responsibilities for compliance with the requirements of the Section 3 regulation by the inclusion of the mandatory Section 3 language in each subcontract for work on a Section 3 covered project. The mandatory Section 3 language advises the subcontractor that if they have the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they are required to direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns, if at all possible. The same numerical goals, i.e., 30% of new hires, 10% of construction contracts, and 3% of non-construction contracts, apply to all subcontractors.

In addition, the subcontractor must notify the contractor about their efforts to comply with Section 3 and submit any required documentation. The documentation required includes details regarding the subcontractors efforts to recruit Section 3 residents and/or business concerns, if they fail to meet their contract goals for Section 3 compliance.

E. Facilitation of Training for Eligible Residents

All contractors and their respective subcontractors are required to comply with the requirements of Section 3 for training opportunities resulting from the expenditure of covered funding. The responsibility includes implementing procedures to notify Section 3 residents about training opportunities generated by Section 3 covered assistance. A list of examples of efforts to provide training opportunities for Section 3 residents is provided in Appendix A.

F. Facilitation of Contract Awards to Section 3 Business Concerns

All contractors and their respective subcontractors must comply with the requirements of Section 3 for contracting opportunities resulting from the expenditure of covered funding. The responsibility includes implementing procedures to notify Section 3 business concerns about contracting opportunities generated by Section 3 covered assistance. A list of examples of efforts to provide contracting opportunities for Section 3 business concerns is provided in Appendix B.

G. Cooperation with LHA

All contractors and their respective subcontractors are strongly encouraged to cooperate with the LHA. LHA is charged with ensuring compliance with the requirements of Section 3. Cooperation with LHA enhances a contractor's chances of continuing to receive contracts for future projects. Non-compliance with the requirements of Section 3 may jeopardize future contracting opportunities with LHA and other HUD sponsored projects.

Contractor Violation of Section 3 Regulations

The LHA will refrain from entering into contracts with contractors or subcontractors that have a previous history of violating the regulations of Section 3. Repeated violations of the Section 3 regulation may jeopardize future contracting opportunities with LHA and other U.S. Department of Housing and Urban Development sponsored projects.

Monitoring and Documentation of Compliance

All contractors shall track the Section 3 compliance efforts of their respective subcontractors. Monitoring compliance with Section 3 regulations consists of documentation of actions taken by subcontractors to achieve the goals specified in their contracts for employment, training and contracting, and the results of actions taken and any impediments encountered.

All contractors shall maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with federal or state procurement laws and regulations.

It is the contractor's responsibility to implement progressive efforts to attain Section 3 compliance. Failure to attain Section 3 compliance in accordance with their contract shall subject the contractor to penalties including, but not limited to, the withholding of payments (until such time as compliance is obtained).

Non-Compliance

All contractors that fail to meet the numerical goals of the Section 3 program bear the burden of demonstrating why it was not possible. Contractors must submit documentation or justification that describes the efforts that were taken by the contractor and/or their respective subcontractors, barriers encountered, and other relevant information that supports a good faith effort to achieve the numerical goals. Contractors should maintain records of job vacancies, solicitation for bids or proposals, selection materials, and contract documents (including scope of work and contract amount), in accordance with federal or state procurement laws and regulations. The justifications will allow LHA to make a determination regarding compliance or the failure to achieve the goals of the contractor's Section 3 plan.

Complaints

There is a complaint process for contractors that are suspected of Section 3 violations. Section 3 residents, businesses, or a representative for either may file a complaint with LHA if it seems a contractor or their subcontractor is violating or not in compliance with the Section 3 requirements for a HUD funded project. Contractors are encouraged to try

and resolve complaints prior to the complaint being submitted to HUD or LHA whenever possible.

Examples of violations that will generate complaints from Section 3 residents, Section 3 business concerns or members of the general public may include but are not limited to the following:

Violation: Improper documentation of certification as a Section 3 resident.

Solution: Obtain a copy of documentation as a Section 3 resident from a local housing authority or obtain a copy of certified payroll and proof of residency.

Violation: The contractor did not properly notify Section 3 residents of a new employment opportunity.

Solution: The contractor may be required to re-advertise the employment opportunity.

Violation: The contractor did not give Section 3 business concerns enough time to properly respond to a contracting opportunity (such as a Request for Proposals for construction of stairways or installation of electrical work).

Solution: The contractor may be required to extend the time period for all businesses to respond to the Request for Proposals.

Violation: The contractor has not awarded enough contracts to Section 3 business concerns in order to meet the Section 3 goals specified in its contract.

Solution: Inform the contractor of ways to find and/or recruit Section 3 business concerns and allow for additional time for the contractor to comply with Section 3.

Solution: The contractor can use creative methods to extend contracting or subcontracting opportunities to Section 3 business concerns by breaking down a trade into individual task such as installation of screens and/or windows; installation of handicap rails, etc.

The cure period for each of the above listed sample violations will be determined at the discretion of LHA. The standard cure period is usually thirty (30) days or before LHA grants approval of the next request for payment submitted by the violating party or parties. LHA may grant more time for the cure period. LHA will review violations on an individual or "case by case" basis.

Part V. Data Collection and Required Reporting Forms

Data Collection

All contractors or businesses procured by the LHA shall submit written reports of their compliance efforts on a monthly basis. Some examples of monthly reporting forms include the following:

Section 3 and MWBE Contracting Compliance Summary Reporting Form – Provides a list of all Section 3, DBE and MWBE subcontractors and suppliers utilized on the contractor's contract with the LHA to date. Contractors shall provide LHA with copies of all subcontracts with a dollar value of \$100,000 or more. A copy of this report is provided in Appendix D. This form also includes instructions for completion.

Additional reports and forms contractors and subcontractors are required to provide include the following:

Section 3 Man Hour Report Form – Used to track the number of Section 3 residents hired by a contractor or subcontractor. The name and address of all Section 3 employees performing work during the respective payroll period must be listed on this form. This form must be signed by an authorized representative of the contractor or subcontractor. A copy of this form is provided in Appendix E. This form also includes instructions for completion.

Section 3 and MWBE Monthly Contracting Compliance Report – Used to track contractor and subcontractor performance with opportunities for Section 3 business concerns and MWBEs on a monthly basis. A copy of this form is provided in Appendix F. This form also includes instructions for completion.

Sample Payroll Form WH 347 – This form is used to track payroll activity. It may be used by contractors that do not have a standard payroll form. It can be used to track payroll activity on a weekly or bi-weekly basis. The form was created by the U.S. Department of Labor (DOL). A copy of this form is provided in Appendix G.

Contractor Monthly Report – This report provides a written narrative of the activities engaged in or completed by the contractor. It also includes a written explanation of the contractor's outreach efforts and any obstacles incurred while trying to reach their Section 3 goals. An outline for this report is provided in Appendix H. This form also includes instructions for completion.

Core Employees List - Prior to start of the delivery of any services required by a contract executed with LHA, the contractor and any respective subcontractor shall provide LHA with a list of all core employees that will be assigned to work on the project. A core employee is any person listed and verified as employed with the contractor prior to the execution of the contract with LHA or any person listed and verified as employed with the subcontractor prior to the execution of the contract with the contractor (having an executed contract with LHA).

Appendices

APPENDIX A – EXAMPLES OF EFFORTS TO OFFER JOB AND TRAINING OPPORTUNITIES TO SECTION 3 GRANTEEES

APPENDIX B – EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS

APPENDIX C – MANDATORY SECTION 3 LANGUAGE FOR CONTRACTS COVERED BY SECTION 3

APPENDIX D - SECTION 3 AND MWBE CONTRACTING COMPLIANCE SUMMARY REPORTING FORM

APPENDIX E – SECTION 3 MAN HOUR REPORT

APPENDIX F – SECTION 3 AND MWBE MONTHLY CONTRACTING COMPLIANCE REPORTING FORM

APPENDIX G – FORM 347 – SAMPLE PAYROLL FORM

APPENDIX H – MONTHLY REPORT OUTLINE - CONTRACTOR

APPENDIX I – CORE EMPLOYEE LIST FORM

APPENDIX

A

Appendix A – Examples of Efforts to Offer Job and Training Opportunities to Section 3 Grantees

Examples of efforts to offer job and training opportunities to Section 3 Residents include, but are not limited to the following:

Entering into "first source" hiring agreements with organizations representing Section 3 residents.

Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.

Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of a public housing development or the community where the new project is located.

Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in a public housing development and community organizations to request the assistance of these organizations in notifying Section 3 residents of the training and employment positions to be filled.

Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a contractor representative at a location in the neighborhood or service area of the section 3 covered project.

Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

APPENDIX

B

Appendix B – Examples of Efforts to Award Contracts to Section 3 Business Concerns

Examples of efforts to award contracts to Section 3 Business Concerns include, but are not limited to, the following:

Participation in HUD training designed to encourage participation of Section 3 business concerns.

In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

Contacting business assistance agencies, minority contractor associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business concerns.

Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas within the community or with the local housing authority.

Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

Coordinating pre-bid meetings at which Section 3 business concerns can be informed of upcoming contracting and subcontracting opportunities.

Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can respond to upcoming contracting opportunities, and making such information available in languages other than English where appropriate.

Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

Examples of Efforts to Award Contracts to Section 3 Business Concerns (cont'd)

Where appropriate, dividing or breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.

Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

Developing a list of eligible Section 3 business concerns.

Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.

Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

Actively supporting joint ventures with Section 3 business concerns.

APPENDIX

C

Appendix C – Mandatory Section 3 Language for Contracts Covered by Section 3

All contracts subject to the Section 3 requirements will include the following clause:

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are grantees of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3, together with any implementation requirements or regulations of HUD that apply thereto. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 of the regulations.
- C.** The contractor agrees, and shall cause each subcontractor, to send to each labor organization or representative of workers with which the contractor or such subcontractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. The Housing Authority of the City of Lakeland's Section 3 employment goal is thirty percent (30%) of all new hires. The Housing Authority of the City of Lakeland's Section 3 contracting goal is ten percent (10%) of contract and subcontract value.
- D.** The contractor agrees, and shall cause each subcontractor to agree, to include this Section 3 clause in every subcontract (\$100,000 or more) subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 provision, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor and subcontractors will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E.** The contractor shall, and will cause each subcontractor to, certify that any vacant employment positions, including training positions, that are filled (a) after the contractor or such subcontractor is selected but before the contract is executed, and (b) with persons other than those to whom the regulations of 24 CFR Part 135 require employment
Mandatory Section 3 Language for Contracts Covered by Section 3 opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F.** Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD

assisted contracts. The contactor shall, and will require each subcontractor to, submit a monthly report to the Housing Authority of the City of Lakeland's tracking Section 3 employment and contracting goals.

G With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

APPENDIX

D

The Housing Authority of the City of Lakeland	SECTION 3 BUSINESS FORM
Company Name:	Employer (IRS) No:
Address:	Type of Business: <input type="checkbox"/> Minority – Owned Business <input type="checkbox"/> Women – Owned Business
<p>THE CONTRACTOR REPRESENTS AND CERTIFIES AS PART OF ITS OFFER THAT IT:</p> <p><input type="checkbox"/> IS A SECTION 3 BUSINESS CONCERN (ATTACHED FOR CERTIFICATION)</p> <p style="margin-left: 40px;"> <input type="checkbox"/> 51% or more owned by Section 3 residents <input type="checkbox"/> 30% of your permanent, full time workforce composed of current Section 3 residents <input type="checkbox"/> 30% of your permanent, full time workforce employees who, within 3 years employment with your business were Section 3 residents </p> <p><input type="checkbox"/> IS NOT A SECTION 3 BUSINESS CONCERN BUT WHO HAS AND WILL CONTINUE TO SEEK COMPLIANCE WITH SECTION 3 BY CERTIFYING THE ATTACHED FORM, STATING EFFORTS TO AWARD SUBCONTRACTORS TO SECTION 3 CONCERNS.</p>	

BACKGROUND:

Section 3 of the Housing and Community Development Act of 1968, as amended, requires that when employment or contract opportunities are generated because a project or activity undertaken by recipient of HUD financial assistance necessitated the employment of additional personnel through individual hiring or the awarding of contracts for work, the recipient must give preference in hiring low and very low-income persons. Section 3 requires that recipients not only include low and very low persons in their recruitment and solicitation efforts, but that in fact, extra or great efforts be undertaken to make these persons aware of the existence of economics opportunities, encourage their application for these opportunities, and facilitate the employment of, or award of contracts to these persons.

Section 3 covered assistance means:

- Public and Indian Housing Operating Assistance
- Public and Indian Housing Modernization Assistance;
- Assistance provided under any HUD Housing or Community Development program that is expended for work arising in connection with Housing rehabilitation, Housing construction, and other public construction (including other buildings or improvements, regardless of ownership)

A Section 3 resident is defined as: (a) A Public Housing Resident (b) An individual who resides in the Metropolitan Area and who is:

Person	SIZE	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person
VERY LOW INCOME		\$18,800	\$21,450	\$24,150	\$26,800	\$28,950	
	\$31,100	\$33,250	\$35,400				
LOW INCOME		\$30,050	\$34,350	\$38,650	\$42,900	\$46,350	
	\$49,800	\$53,200	\$56,650				

DATE:	I hereby certify to the best of my knowledge and belief that the information provided in this document is true and correct	
	<hr style="width: 80%; margin: 0 auto;"/> <hr style="width: 80%; margin: 0 auto;"/> Name of Authorized Official	<hr style="width: 80%; margin: 0 auto;"/> Signature of Authorized
	Official	

M/WBE and Section 3 Compliance Summary Reporting Form

Month of _____ 201

Contractor	Subcontractor	Locale	Project	Contract Number	Contract Amount	Racial Ethnic Code	Contract Type	Number of New Hires	Number of Section 3 Hires	Section 3 New Hires %	MBE Contract Amount	MBE %	WBE Contract Amount	WBE %	Section 3 Contract Amount	Section 3 Contract %
Development Company A		Mayberry, USA	East County Area	08-128-10-17		2	1	0	0	0%		100%		0%		0.000%
	ABC Architect	Dallas, TX	East County Area		\$373,100.00	1	8	0	0	0%				0%		0%
	CDC Contractor	Metairie, LA	East County Area		\$1,543,657.03	1	6	12	7	58%						
	L&M Construction Company	My Town, USA	East County Area		\$230,300.00	2	4	5	4	80%	\$ 230,300.00	100%				
	A OR Multi-Service	My Town, USA	East County Area		\$35,000.00	2	4	0	0		\$ 35,000.00				3,500.00	100%
	The Right Consulting Group	My Town, USA	East County Area		\$2,401.12	2	6	0	0	0%	\$ 2,401.12	100%		0%		0%
	My Cleaning Company	My Town, USA	East County Area		\$15,000.00		1	2	2	100%					15,000.00	100%
	Your Trucking Company	My Town, USA	East County Area		\$25,000.00	3	1	1	0	0%			25,000.00			
	D&B Accounting	New York, NY	East County Area		\$75,000.00	1	6	0	0	0%				0%		0%
	EZ Environmental Company	My Town, USA	East County Area		\$48,000.00	1	6	0	0	0%				0%		0%
TOTALS					\$2,347,458.15			20	13	65%	\$207,701.12	11.4%	\$25,000.00	\$ 0.01	\$18,500.00	\$ 0.01

RACIAL/ETHNIC CODES

- 1 = White Americans
- 2 = Black Americans
- 3 = Native Americans
- 4 = Hispanic Americans
- 5 = Asian/Pacific Americans
- 6 = Hasidic Jews
- 7 = Women

TYPE OF CONTRACT

- 1 = New Const.
- 2 = Subst. Rehab
- 3 = Repair
- 4 = Service
- 5 = Project Mgmt.
- 6 = Professional
- 7 = Tenant Services
- 8 = Education/Training
- 9 = Arch./Eng./Appraisal
- 0 = Other

Minority and Women Business Enterprises and Section 3 Contracting and Compliance Report

Instructions: This form is to be used to report monthly accomplishments regarding employment and contracting opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient Agencies, Sub-Grantees and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the Recipient Agency or Sub-Grantee. It is recommended that the report be submitted by the contractor on a monthly basis to the Recipient Agency or Sub-Grantee as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The form shall be completed as follows:

Report for month of: Enter the month and year in which the report is prepared

Contractor: Enter the name of the contractor that has executed an agreement with the recipient agency.

Subcontractor: Enter the name of the subcontractor(s) that have executed an agreement with the contractor.

Address: Enter the business address of the contractor or subcontractor(s).

Project: Enter the name of the project that has been approved by the Recipient Agency or Sub-Grantee.

Contract Number: Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the recipient agency, if applicable.

Contract Amount: Enter the dollar value of the contract at the time of execution.

Racial Ethnic Code: Enter the race or ethnic code for the person that owns 51% of more of the company. The codes are (1) white; (2) Black or African-American; (3) Native American; (4) Hispanic; (5) Asian/Pacific Islander; (6) Hasidic Jews; or (7) woman

Contract Type: Enter the code for the type of contract issued to the contractor or subcontractor. The codes are (1) new construction; (2) substantial rehabilitation; (3) repair; (4) service; (5) project management; (6) professional services; (7) tenant services; (8) education/training; (9) architectural, engineering or appraisal; or (0) other.

Number of New Hires: Enter the total number of new employees hired by the contractor or subcontractor since starting work on the project. The number does not include employees previously hired by the contractor or subcontractor prior to starting work on the project.

Number of Section 3 Hires: Enter the total number of new Section 3 employees hired by the contractor or subcontractor since starting work on the project.

Percentage of Section 3 New Hires: Enter the percentage of new Section 3 employees hired by the contractor or subcontractor since starting work on the project. Divide the number of Section 3 hires by the number of new employees hired by the contractor or subcontractor since starting work on the project.

MBE Contract Amount: Enter the dollar amount to be paid to the Minority Business Enterprise by the contractor or subcontractor since starting work on the project.

MBE Percentage: Enter the percentage of contracts awarded to Minority Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Minority Business Enterprise by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

WBE Contract Amount: Enter the dollar amount to be paid to the Woman Business Enterprises by the contractor or subcontractor since starting work on the project.

WBE Percentage: Enter the percentage of contracts awarded to Woman Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Woman Business Enterprise by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

Section 3 Contract Amount: Enter the dollar amount to be paid to the Section 3 business concern by the contractor or subcontractor since starting work on the project.

Section 3 Percentage: Enter the percentage of contracts awarded to Minority Business Enterprise by the contractor or subcontractor since starting work on the project. Divide the total dollar amount of contracts awarded to the Section 3 business concern by the total dollar amount of all contracts awarded by the contractor since starting work on the project.

APPENDIX

E

**LAKELAND HOUSING AUTHORITY
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

Section 3 Manhour Report

To be submitted with each application for payment

Contractor: _____ Contract No: _____

Contract Start Date: _____ Contract Completion Date: _____

Report for month of: _____

Identify all Section 3 residents who have performed work in connection with this project to date. All Section 3 employees must appear on the Certified Payroll Form.

Name Address Social Security #	Indicate with an "X" if Employee was hired this period**	Referral Source	Section 3 Category Preference	Number of Manhours Worked This Period	Hire Date	Termination Date
John Doe 1 Main Street, Lakeland 123-45-6789	X	LHA	2	30	5/2/12	N/A

For the period of this report, indicate:

Total number of man hours worked by all employees: _____

Total number of man hours worked by Section 3 employees: _____

Total Percentage of man hours worked by Section 3 employees: _____

Name: _____

Date: _____

Title: _____

** Attach Section 3 Resident Certification Forms for each new hire reported.

Section 3 Man Hour Report

Instructions: This report is to be used to report monthly accomplishments regarding employment opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient agencies and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the recipient agency. It is recommended that the report be submitted by the contractor on a monthly basis to the recipient agency as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The report shall be completed as follows:

Contractor: Enter the name of the contractor or subcontractor that has hired a Section 3 employee or employees.

Contract No: Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the recipient agency, if applicable.

Contract Start Date: Enter the date the contract was executed by the recipient agency and the contractor. Subcontractors should enter the date the contract executed between the contractor and the respective subcontractor.

Contract Completion Date: Enter the date the contact is scheduled to expire. Subcontractors should enter the date the contract executed between the contractor and the respective subcontractor is scheduled to expire.

Report for month of: Enter the month and year in which the report is prepared

Name, Address, Social Security #: Enter the name, address and social security number of any person that meets the definition of a Section 3 employee and is hired by the subcontractor(s) or supplier(s) performing work under the contract.

Indicate with an "X" if Employee was hired this period: If the employee was hired during the period for which the report is submitted, enter an "X" on the in this column on the same line as the name of the respective new employee.

Referral Source: If the recipient agency or contractor wants to track their outreach efforts to determine which method was most effective in recruiting Section 3 residents, enter the referral source in this column. Examples include such as newspaper advertisement, public service announcements, partner agencies, on-site job advertisement, etc.

Section 3 Category Preference: In this column indicate whether the Section 3 hire is a (1) Category One – resident of a public housing agency housing site where the work is being performed; (2) Category Two – resident of any public housing agency housing site; (3) Category Three – participants in a HUD Youthbuild Program; or (4) Category Four – other low- and very low-income persons.

Number of Man Hours Worked This Period: Enter the total amount hours the employee worked during the current pay period. For example, 160 hours.

Hire Date: Enter the date the person was hired as a full-time employee.

Termination Date: Enter the date the employee was terminated.

For the period of this report, indicate:

Total number of man hours worked by all employees: Enter the total amount to hours worked during current month by all employees hired by the contractor or subcontractor.

Total number of man hours worked by Section 3 employees: Enter the total amount to hours worked during current month by Section 3 employees hired by the contractor or subcontractor.

Total Percentage of man hours worked by all employees: Enter the percentage of hours worked during current month by Section 3 employees hired by the contractor or subcontractor. Divide the number of hours worked by Section 3 employees by the number of hours worked by all employees.

Name: Enter the first and last name of the person completing the report.

Title: Enter the title of the person completing the report.

Date: Enter the date the person completed the report.

Attach Section 3 Resident Certification Forms for each new hire reported: The contractor or subcontractor should provide a copy of the documentation that is being used to certify the respective employee's status as a Section 3 hire.

Note: The contractor may use multiple pages for this report if necessary and appropriate.

APPENDIX

F

LAKELAND HOUSING AUTHORITY

Contracting Compliance Report

To be submitted with request for payment

Contractor: _____ Contract No.: _____

Contract Start Date: _____ Contract Completion Date: _____

Original Contract Amount: \$ _____

Current Contract Amount (Including Change Orders): \$ _____

Report for month of: _____ 201_____

List all Section 3/DBE/WBE Subcontractors and Suppliers utilized on this contract to date. Copies of all subcontract/supplier agreements executed during this reporting period must be submitted with report. Make copies of form if additional space is needed.

Name of Subcontractor/Supplier	Indicate with an "X" if Certified by LHA	Scope of Work Performed	Total Subcontract Amount Including Change Orders	Amount Paid this Period	Amount Paid To Date	Balance Remaining
Harvey Wallbanger	X	Carpentry	50,000	10,000	10,000	40,000

Total Amount Paid to Contractor by Subgrantee Agency:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to MBEs:

This Period: \$ _____ To Date: \$ _____

Total Amount Paid by Contractor to WBEs:

This Period: \$ _____ To Date: \$ _____

Name: _____

Title: _____

Date: _____

Contracting and Compliance Report

Instructions: This form is to be used to report monthly accomplishments regarding employment and contracting opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards; (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section 3-covered activity.

Recipient Agencies, Sub-Grantees and contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons. A contractor working on a project that receives Section 3 covered assistance shall submit once copy of this report to the Recipient Agency or Sub-Grantee. It is recommended that the report be submitted by the contractor on a monthly basis to the Recipient Agency or Sub-Grantee as a part of any pay request submittal package. The contractor shall be responsible for obtaining the information necessary to complete the report from any and all subcontractors performing work on the Section 3-covered project.

The form shall be completed as follows:

Contractor: Enter the name of the contractor that has executed an agreement with the Recipient Agency or Sub-Grantee.

Contract No: Enter the number or other identification code used by the recipient agency to distinguish this contract from other contracts issued by the Recipient Agency or Sub-Grantee, if applicable.

Contract Start Date: Enter the date the contract was executed by the Recipient Agency or Sub-Grantee and the contractor.

Contract Completion Date: Enter the date the contact is scheduled to expire.

Original Contract Amount: Enter the dollar value of the contract at the time of execution.

Current Contract Amount (including Change Orders): Enter the most recent or current dollar value of the contract if the dollar value was increased by a change order that was approved by the Recipient Agency or Sub-Grantee.

Report for month of: Enter the month and year in which the report is prepared

Name of Subcontractor/Supplier: Enter the name of each subcontractor(s) or supplier(s) performing work under the contract.

Indicate with an "X" if Certified by Recipient Agency or Sub-Grantee: If the Recipient Agency or Sub-Grantee requires each subcontractor or supplier to be certified as a Section 3 business concern, woman- or minority owned business enterprise and said certification has been reviewed and approved by the Recipient Agency or Sub-Grantee enter an "X" on the in this column on the same line as the name of the respective Section 3 business concern, woman- or minority-owned business enterprise.

Scope of Work Performed: Enter the type of work being performed under the contact in this column. Examples include carpentry, masonry, electrical, supplier, cleaning, etc.

Total Subcontract Amount Including Change Orders: Enter the total dollar value of the subcontract. The total should include the dollar value of any change orders or amendments that increase the dollar value of the subcontract.

Amount Paid this Period: Enter the total amount to be paid to the subcontractor or supplier during the current pay period.

Amount Paid To Date: Enter the cumulative total amount paid to the subcontractor or supplier since the beginning of the contract.

Balance Remaining: Subtract the Amount Paid to Date from the Total Subcontract Amount and enter the number into this column. The difference is the remaining balance to be paid to subcontractor.

Total Amount Paid to Contractor by Recipient Agency or Sub-Grantee:

This Period: Enter the dollar amount to be paid to the contractor during current month.

To Date: Enter the cumulative dollar amount paid to the contractor since the beginning of the contract.

Total Amount Paid by Contractor to Section 3 Business Concerns:

This Period: Enter the dollar amount to be paid to the Section 3 business concerns during the current month.

To Date: Enter the cumulative dollar amount paid to the Section 3 business concerns since the beginning of the contract.

Total Amount Paid by Contractor to MBE:

This Period: Enter the dollar amount to be paid to the Minority Business Enterprises during the current month.

To Date: Enter the cumulative dollar amount paid to the Minority Business Enterprises since the beginning of the contract.

Total Amount Paid by Contractor to WBE:

This Period: Enter the dollar amount to be paid to the Women Business Enterprises during the current month.

To Date: Enter the cumulative dollar amount paid to the Women Business Enterprises since the beginning of the contract.

Name: Enter the first and last name of the person completing the report.

Title: Enter the title of the person completing the report.

Date: Enter the date the person completed the report.

Note: The contractor may use multiple pages for this report if necessary and appropriate.

APPENDIX

G

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1215-0149
Expires: 12/31/2011

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS _____

PAYROLL NO. _____ FOR WEEK ENDING _____ PROJECT AND LOCATION _____ PROJECT OR CONTRACT NO. _____

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
							HOURS WORKED EACH DAY	FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
			MON									
			TUE									
			WED									
			THU									
			FRI									
			SAT									
			SUN									

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, and ending the _____ day of _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 987; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

APPENDIX

H

LAKELAND HOUSING AUTHORITY
PROJECT NAME
CONTRACTOR MONTHLY REPORT OUTLINE

- I. Current Month Activities
- II. Planned Activities - Next Month
- III. Schedule Narrative
 - a. Deadlines Achieved
 - b. Deadlines Missed (w/explanations)
 - c. Next Month deadlines
- IV. Subcontracting Narrative
 - a. Solicitations in Progress
 - b. Subcontracts Executed
 - c. MBE/WBE Outreach and Participation
 - d. Section 3 Outreach and Participation
- V. Budget Narrative
 - a. Funds Obligated and Expended to Date
 - b. Potential line item shortfalls
- VI. Pending Issues
 - a. Issues pending from prior months
 - b. Prior issues resolved this month
 - c. New issues

APPENDIX

I

**LAKELAND HOUSING AUTHORITY
DEPARTMENT OF PROCUREMENT AND CONTRACTS**

LIST OF CORE EMPLOYEES

CONTRACT EXECUTION DATE: _____

List all regular, permanent employees who are currently performing work or who normally perform work for your company when work is available and will be working on the LHA project. Duplicate this form if additional space is needed.

Name Address	Date of Hire	Job Classification
John Doe 1515 Mockingbird Lane City, State	10/10/2010	Plumber

Core Employee: Contractor's regular, permanent employee who normally performs work for the Contractor when work is available.

Name: _____

Title: __ Date:
