

NOTICE OF OPEN MEETING

Posted 5 p.m. Thursday, March 9, 2023

Notice is hereby given that the Neosho City Council will meet in regular session on Tuesday, March 14, 2023 3:00 p.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA SPECIAL SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

CLOSED SESSION

1. Section 610.021 (1) RSMo...Legal actions, causes of action of litigation involving a public governmental body and any confidential or privileged communications between public governmental body or its representatives and its attorneys.

BIDS

1. City Municipal Pool Bid

NEW BUSINESS

1. Bill No. 2023-122: Pool Resurfacing Contract with Envirolitics dba Blast it Clean
2. Purchase of Fire Department Truck
3. Bill No. 2023-123: Surplus FD Vehicle
4. Bill No. 2023-124: Golf Course Fees

ADJOURN

REQUESTED COUNCIL MEETING DATE: March 7, 2023

ITEM: City Municipal Pool Bid

ORIGINATING DEPARTMENT: City Clerk

ATTACHMENT:

1. Pool Resurfacing Bid

PURPOSE:

The purpose is to remove the rubberized liner, reseal , prep, and paint the City Municipal Pool.

BACKGROUND:

The Municipal Pool has had continuous problems with this rubberized liner not bonding to the surface of the pool since being installed, separating from the floor and walls in large chunks. Making it difficult to keep the pool functional and operational.

RECOMMENDATION:

Our recommendation is to accept the bid for removal of the rubberized liner, reseal, prep, and paint the City Municipal Pool. The companies we reached out to had the equipment necessary to remove the rubberized liner. One, in particular, equipment they do have is a Hydro Blaster with a very high PSI volume to remove the rubberized liner. This is something the city does not have or is able to lease.

BID FORM

Description: (To be completed by bidding party)

Protect any areas to prevent damage such as electrical, lighting, draws, ect.

Remove all surface material bringing down to natural concrete using hydro blasting process and or equivalent

Complete minor patch work to concrete using concrete hydro patch and or equivalent material. Any patch larger than 12"x12" shall be inspected by engineer provided by the city

Caulk and seal any cracks 1/8" - 1" the concrete exposed during the removal process

• Anything larger to be inspected by engineer then treated as a patch

Apply bond coat - Olympic Pool Paint Epoxy Primer Per Spec or equivalent

Apply Top Coat - Olympic Zeron Pool Paint Epoxy Top Coat Per Spec or equivalent

Re Install/ Apply all safety markings and depth finders equivalent to what is removed

• Color Black/Red

Remove all debris created during the removal and painting process. Disposal to be provided by contractor

Leave 6 gallons of touch up paint - both primer and top coat

Provide all SDS sheets and documentation of products being used for approval by Neosho Mo
Contractor shall be responsible to obtain city business license

Contractor shall be response for all recourses which include labor, materials, disposal, rentals, equipment, in order to complete project: Warranty Documentation minimum 1 year, • Proof of insurance, 3 References from previous work completed, Start date and end date of project, Bond for project in full before production start, W9, COI, Prevailing wage rate if over \$75,000.00, Workers compensations coverage

Price(s) for unit(s) meeting enclosed specifications: \$127,934.55

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Envirolomics D.B.A. Blast It Clean

ADDRESS: 7800 E 12th St. Suite 7 Kansas City, MO. 64126

PHONE: 816-241-9199

EMAIL: rsalgado@blastitclean.com

BY: Rick Salgado



Proposal
Envirolitics D.B.A. Blast It Clean
7800 E 12th St. Suite 7 Kansas City, MO. 64126
P: 816-241-9199 F: 913-440-2753

SUBMITTED TO Kenneth Balls	PHONE 417-451-8050	CELL PHONE 4173890482	DATE 02 / 24 / 2023
CUSTOMER Neoshomo	COMPANY ADDRESS 203 E Main St Neosho MO 64850	E-MAIL ADDRESS kballs@neoshomo.gov	
JOB CONTACT PERSON Kenneth Balls	JOB SITE ADDRESS 416 Fairground Rd, Neosho, MO 64850	JOB NAME Neoshomo - Pool Liner Removal (Neosho Municipal Pool)	

Envirolitics, Inc., DBA Blast-It-Clean, hereafter referred to as Blast-it-Clean, is pleased to present the following proposal. Customer is advised not to enter into this agreement without an understanding of the scheduling, instructions and conditions within this proposal and Notices to Owner.

Object and Area to be Cleaned/Stripped:

The Scope of this project is

- **Protect any areas to prevent damage such as electrical, lighting, draws, ect.**
- **Remove all surface material bringing down to natural concrete using hydro blasting process and or equivalent**
- **Complete minor patch work to concrete using concrete hydro patch and or equivalent material. Any patch larger than 12"x12" shall be inspected by engineer provided by the city**
- **Caulk and seal all interior joints using a polyurethane caulking or equivalent**
- **Caulk and seal any cracks 1/8" - 1" the concrete exposed during the removal process**
 - **Anything larger to be inspected by engineer then treated as a patch**
- **Apply bond coat - Olympic Pool Paint Epoxy Primer Per Spec or equivalent**
- **Apply Top Coat - Olympic Zeron Pool Paint Epoxy Top Coat Per Spec or equivalent**
- **Re Install/ Apply all safety markings and depth finders equivalent to what is removed**
 - **Color Black/Red**
- **Remove all debris created during the removal and painting process. Disposal to be provided by contractor**
- **Leave 6 gallons of touch up paint - both primer and top coat**
- **Provide all SDS sheets and documentation of products being used for approval by Neosho Mo**
- **Contractor shall be responsible to obtain city business license**
- **Contractor shall be response for all recourses which include labor, materials, disposal, rentals, equipment, in order to complete project**

- **Contractor shall provide the following**
 - **Warranty Documentation minimum 1 year**
 - **Proof of insurance**
 - **3 References from previous work completed**
 - **Start date and end date of project**
 - **Bond for project in full before production start**
 - **W9, COI**
 - **Prevailing wage rate if over \$75,000.00**
 - **Workers compensations coverage**

Warranty Information

3 year from application completion

Blast It Clean will warranty all work being complete which includes materials and labor cost for time lengths specified under each scope of work for 3 year. Upon work completion Blast It Clean will schedule a 11-calendar month walk through to address any issues before warranty dates are up. Warranty is only applicable on all surfaces that production is performed directly too.

- Pool paint application, caulk joints, crack and patch fill.

Warranty covers all product failure at any point for 3 years. Product failure definition includes bubbles, consistent flaking throughout, complete failure which would resemble products ability to be removed in layers. (Proper adhesion test will identify)

Warranty does not cover

- Abandonment
- Damage causes by high heat or fires
- Damage caused by improper cleaning which includes power washing, improper chemical cleaning, Bad batch of mixed chemicals
- Concrete failure
- Natural Disaster (example- Hale, tornado, fires, earthquakes ect. NOTE: normal day to day seasonal elements do not fall under natural disasters)
- Product Discoloration
- All Damages that are not related to product failure which is specified as (Product failure includes bubbles, consistent flaking throughout, complete failure which would resemble products ability to be removed in layers. NOTE: STRUCTURAL INTEGRITY IS NOT COVERED UNDER WARRANTY. SETTling WILL OCCURE WHICH WILL THEN CHALLENGE ANY COATINGS/CAULKING/PATCHING. THAT IS NOT COVERD UNDER WARRANT. (Proper adhesion test will identify).
- Blast It Clean recommends and ongoing maintenance program to be in place after 1 year warranty is up in order to sustain life of the coatings

Coating Retention Chart

- COLOR RETENTION- 5-7 YEARS (will dull out over time)
- Adhesion- 5-9 years
- Poly Urethane Caulking-Color Retention- 5-7 years
- Adhesion 4-7 Years

NOTE: THESE ARE NOT GUARANTEED ONLY EXAMPLE TIMELINES OF PROJECTS COMPLETED IN THE PAST.

Ongoing maintenance would include 1 site inspections per year happening March. Completing any corrective action needed in order to maintain integrity of the products. (Example- Touch up painting, Touch up caulking.) Power washing will need to happen after each winter season in order to remove all the dirt, debris, salts and chemicals that have built up over the fall/winter season. This can happen by someone in house and or another company. Dirt and debris is going to be the biggest offender to all components. Power washing needs to be low flow in order to not damage any of the surfaces applied such as paint, crack fill, path work, poly urethane sealant

NOTE: THIS IS ONLY A RECOMMENDATION AND NOT REQUIRED

Material to be removed: Rubber Membrain

Coatings to be applied:

Level of Cleaning Requested: Per scope of work

Blast it clean will provide a thorough clean of site to include a final floor sweep and vacuum. Customer shall provide disposal containers for bulk media and materials removed, unless otherwise specified in Proposal. Customer responsible for final detail cleaning of blast site.

Final detail cleaning of blast site would include: maid cleaning, sweeping or final clean up of any and all loose dust particles that may settle after the project completed.

Lead Paint Test:

Special Safety Requirements/Training:

Containment Selection:

Other obstacles or restrictions:

Price includes up to:

Price

Estimated cost to complete total scope of work. Pricing includes all lodging, perdiem, prevailing wage rates, labor, materials in order to complete scope of work.

\$127,934.55

Pricing includes 3 year warranty.

Total:

\$127,934.55

Note: This proposal contains no provision for either Sales or Remodel Tax. Blast-It-Clean may withdraw this proposal if not accepted within 30 days, or if any terms of this proposal are modified. Payment is expected within 21 days - balance due upon receipt of invoice. Late payments will accrue a 1.5% interest charge per month. Payment terms in place unless modified with signature of a Subcontractor's Agreement. By signing this form, you hereby authorize Blast-It-Clean to begin work stated and accept all price, contract specifications and conditions stated herein

Customer Signature By: _____
(Print Name & Title here)

Date of Acceptance: _____

Representative: _____
(Print Name & Title here)

Date of Proposal: _____

Envirolitics, Inc. (dba) Blast-It-Clean

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Scheduling, Instructions, and conditions:

- Customer represents this project does not involve any hazardous materials or special safety requirements.
- The customers' **daily inspection and communication** is essential. As the project progresses changes can occur in the material being removed or its adhesion to the sub-straight. Significant changes may alter the cost of the project.
- A **planning session** with appropriate personnel will occur prior to job start to discuss safety standards, facility requirements, masking requirements, and equipment placement requirements.
- **Eye and Hearing protection** will be required for anyone near the work area while cleaning is in progress. Customer will be responsible for the safety of anyone entering the work area other than Blast it Clean personnel.
- In the event of a **job cancellation or termination**, Customer will pay all direct costs incurred.
- **Dry Ice container(s)**, if on site, must not be opened by anyone other than Blast it Clean personnel.
- **Properly cleaned.** Blast it Clean will produce a "Properly cleaned surface", as described herein. Unless otherwise specified the surface described shall be cleaned on a time and material basis. All contractual work is job and item specific. In no case shall Blast it Clean be responsible for "Damage Caused By Others" or "Latent Damage or Defects" as described in the Definitions and Standards section of this proposal.
- **Damage** caused by others and latent damage will be re-cleaned by Blast it Clean to the level directed by the Customer on a time & material basis.
- **Job Site Inspection.** The Customer will have one designated person, on the jobsite, as the point of contact throughout the project (job contact person). This person will have authority and responsibility to make final judgments and determinations on the project and will make periodic work inspections. If the job contact person does not give written instructions or fails to make decisions or periodic inspections, the parties agree that Blast it Clean is hereby authorized to make said decisions and inspections, including but not limited to time and cost extensions.
- **Level of Clean-ability.** Materials and coatings can and will vary as to the adhesion and clean-ability. The price is based upon limited information and assumptions that coating thickness and types will not vary significantly. Blast it Clean will, if requested by customer, set-up and clean a sample section. If the process does not remove materials to Customer's satisfaction, the job may be terminated without incurring additional charges. The job is not expected to vary significantly from this estimate. However, should and extension of time, personnel, equipment or supplies be required, the job contact person will be authorized by the Customer to approve additional costs incurred. Blast it Clean will not be held accountable for strikes, accidents, acts of nature or any other delays beyond its means to control.
- **Mediation:** All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Proposal, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation, arbitration or legal actions shall be held in Johnson County, Kansas, except as otherwise agreed by the parties.

Definitions and Standards:

Media - The material that is blasted or propelled through equipment to produce the cleaning or stripping process.

Containment - Sealing or partially sealing an area in an attempt to keep materials from escaping the work area.

Envelope - The unit that surrounds the work area and becomes the containment.

Negative Airflow - The process of evacuating air from a space while restricting the air inlets into the space whereby creating resulting in a negative air pressure within the space.

Properly Cleaned Surface - A blasted surface that is uniform in appearance and texture, and complete in terms of areas specified for cleaning. In order to determine whether a surface is properly cleaned, it shall be examined without magnification at a distance of 36 inches or 3 feet.

Damage - Abuse or injury to a surface that would blemish its appearance or impair its usefulness or value.

Damage Caused By Others - Damage caused by individuals other than those employed by Blast-it-Clean.

Latent Damage or Defects - Damage to surfaces beyond the control of Blast-it-Clean. This damage is caused by conditions not apparent at the time of initial cleaning.

Customer Initials. **Damage Waiver:** Blast It Clean works to prevent damage to surfaces that are blast cleaned. When dealing with thin metals and delicate surfaces there is a risk of damage. Blast It Clean shall not be responsible for damage resulting from abrasive blasting. Customer is allowed and encouraged to be present during cleaning/stripping process to direct and approve desired results.

Containment Selection:

- *No Containment.*
- *Open Containment* - The direct area in which the cleaning is being done either has a floor type surface that will accumulate the spent media and stripped material or a tarp will be placed on the ground to capture settled materials.

- **Closed Containment** - The area that is being cleaned is enclosed in an attempt to seal the work area. This method will have minimal leakage.
- **Closed Containment With Negative Air Flow Control** - Under this methodology the area is sealed and a negative airflow pressure is created to evacuate dust and media from the work space while the blasting process is underway.
- **Closed Containment x 2 With Negative Airflow Control** - With this method the work area is contained with two separate envelopes. Inside the first envelope a negative pressured airflow system is utilized to control the media and dust flow. An outer containment system then wraps the first envelope of containment with a second envelope. Under this system the airflow containment system is located inside the second envelope. If a malfunction of the filtration system in the first envelope occurs, the second envelope should contain much of the dust and material.
- **Portable Open Air Containment** - This system places a large movable vacuum funnel under the blasting area. Though this system does not capture all of the dust and media, it will eliminate much of the area dusting that takes place with no containment.

The Society for Protective Coatings (SSPC) Surface Preparation Standards

- 5.1 SSPC-SP1, "Solvent Cleaning" – Removal of all detrimental foreign matter such as oil, grease, dirt, soil, salts, drawing and cutting compounds, and other contaminants from steel surfaces by use of solvents, emulsions, cleaning compounds, steam or other similar materials and methods which involve a solvent or cleaning action
- 5.5 SSPC-SP5/NACE No.1, "White Metal Blast Cleaning" – Removal of all mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels. A White Metal Blast Cleaned Surface Finish is defined as a surface with a gray-white, uniform metallic color, slightly roughened to form a suitable anchor pattern for coatings. The surface, when viewed without magnification, shall be free of all oil, grease, dirt, visible mill scale, rust, corrosion products, oxides, paint, or any other foreign matter.
- 5.6 SSPC-SP6/NACE No.3, "Commercial Blast Cleaning" – Removal of mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree specified. A Commercial Blast Cleaned Finish is defined as one from which all oil, grease, dirt, rust scale and foreign matter have been completely removed from the surface and all rust, mill scale and old paint have been completely removed except for slight shadows, streaks, or discoloration caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain; if the surface is pitted, slight residues of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light discoloration, slight staining or tight residues mentioned above.
- 5.7 SSPC-SP7/NACE No.4, "Brush Off Blast Cleaning" – Removal of loose mill scale, loose rust, and loose paint, to the degree hereafter specified, by the impact of abrasives propelled through nozzles or by centrifugal wheels. It is not intended that the surface shall be free of all mill scale, rust, and paint. The remaining mill scale, rust, and paint should be tight and the surface should be sufficiently abraded to provide good adhesion and bonding of paint. A Brush-Off Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely but tight mill scale and tightly adhered rust, paint and coatings are permitted to remain provided that all mill scale and rust have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.
- 5.10 SSPC-SP10/NACE No.2, "Near-White Blast Cleaning" – Removal of nearly all mill scale, rust, rust scale, paint, or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree hereafter specified. A Near-White Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter have been completely removed from the surface except for very light shadows, very slight streaks or slight discoloration's caused by rust stain, mill scale oxide, or light, tight, residues of paint or coating that may remain. At least 95 percent of each square inch of surface area shall be free of all visible residues, and the remainder shall be limited to the light discoloration mentioned above.
- 5.11 SSPC-SP11, "Power tool Cleaning to Bare Metal" – Metallic surfaces which 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 portion of pits if the original surface is pitted. When painting is specified, the surface shall be roughened to a degree suitable for the specified paint system. The surface profile shall not be less than 1 mil (25 microns)
- 5.13 SSPC-SP13/NACE No.6, "Surface Preparation of Concrete" – 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.
- 5.14 SSPC-SP14/NACE No.8, "Industrial Blast Cleaning" – Uses abrasives propelled through nozzles or by centrifugal wheels to remove mill scale, rust, paint, and other foreign matter. Traces of tightly adherent rust, mill scale, or previously applied paint may remain on 10% of each 3-in x 3-in surface areas. Cleaned surface must be roughened to impart a profile suitable for the coating system.
- 5.15 Dry Ice Cleaning Process, This process utilizes custom dry ice blasting equipment in conjunction with specially formulated high density dry ice pellets to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.

- 5.16 Fire Restoration Process, This process utilizes either Baking Soda Cleaning , corn Cob Cleaning or Dry Ice Cleaning to remove the soot and chare residue from the fire. We utilize the "White Rag Test" to verify that we have achieved the desired level of cleaning. If the rag can be rubbed across the cleaned surface and no discoloration is on the rag, the surface is deemed clean. There are some times when the fire is hot enough that it permanently discolors the wood or underlying surface. In these cases we are able to remove all of the soot and char, but the surface may still appear darker than the surrounding areas.
- 5.17 Graffiti Removal, There are several different applications that can be used for the removal of graffiti. When dealing with concrete, brick, stone and other similar surfaces either baking soda removal or chemical removal is the methods to be utilized. When removing graffiti from painted metal surfaces or glas the chemical removal option is the recommended method.
- 5.18 Pressure Washing, In this application pressure washing equipment will be utilized to achieve the desired surface finish. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.19 Baking Soda Cleaning, This process utilizes custom baking soda blasting equipment in conjunction with specially formulated baking soda crystals to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.20 Torbo Blast Cleaning, This process utilizes the Torbo Blast wet abrasive blasting system. The Torbo Blaster is able to utilize any type of blast media that is heavier than water. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the this time to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2023

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

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

PRODUCER Selby-Granger Insurance LLC 114 W Main St Neosho MO 64850		CONTACT NAME: Chris Woody PHONE (A/C, No, Ext): (913) 341-4448 FAX (A/C, No): E-MAIL ADDRESS: cwoody@thewoodyinsurancegroup.com	
INSURED Envirolitics Inc DBA Blast-It-Clean 7800 E 12TH ST KANSAS CITY MO 64126-2375		INSURER(S) AFFORDING COVERAGE INSURER A: KINSALE INSURANCE COMPANY INSURER B: KINSALE INSURANCE COMPANY INSURER C: PROGRESSIVE INSURER D: MISSOURI EMPLOYERS MUTUAL INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		03515041	11/21/2022	11/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		963954461	12/05/2022	12/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$		0100215914-0	11/21/2022	11/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	MEM2029105	11/21/2022	11/21/2023

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

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Woody



Safety Data Sheet

Issue Date 14-Aug-2018

Revision Date 13-Aug-2018

Revision Number 10

1. IDENTIFICATION

Product identifier

Product Code F161-00WHA
Product Name TNEME-FASCURE TNEMEC WHITE

Other means of identification

Common Name SERIES 161, PART A
UN/ID no. 1263
Synonyms None

Recommended use of the chemical and restrictions on use

Recommended Use industrial paint.
Uses advised against Consumer use, For professional use only. Not for residential use.

Details of the supplier of the safety data sheet

Manufacturer Address

Tnemec Company, Inc. 6800 Corporate Drive, Kansas City, MO 64120-1372 816-474-3400

Distributor

Tnemec Company, Inc. 86 Boul, des Entreprises, Ste. 203, Boisbriand, Quebec Canada J7G 2T3

Emergency telephone number

Company Phone Number Tnemec Regulatory Dept: 816-474-3400
24 Hour Emergency Phone Number 800-535-5053 (Infotrac)

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute toxicity - Oral	Category 4
Acute toxicity - Inhalation (Dusts/Mists)	Category 4
Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 1
Skin sensitization	Category 1
Carcinogenicity	Category 2
Reproductive Toxicity	Category 2
Specific target organ toxicity (single exposure)	Category 3
Specific target organ toxicity (repeated exposure)	Category 1
Flammable Liquids	Category 3

Label elements

EMERGENCY OVERVIEW

Danger

Hazard statements

Causes skin irritation
Causes serious eye damage
May cause an allergic skin reaction
Suspected of causing cancer
Suspected of damaging fertility or the unborn child

May cause respiratory irritation. May cause drowsiness or dizziness
 Causes damage to organs through prolonged or repeated exposure
 Flammable liquid and vapor



Appearance opaque

Physical state liquid

Odor aromatic

Precautionary Statements

Prevention

Obtain special instructions before use
 Do not handle until all safety precautions have been read and understood
 Use personal protective equipment as required
 Wash face, hands and any exposed skin thoroughly after handling
 Do not eat, drink or smoke when using this product
 Use only outdoors or in a well-ventilated area
 Contaminated work clothing should not be allowed out of the workplace
 Wear protective gloves
 Do not breathe dust/fume/gas/mist/vapors/spray
 Keep away from heat/sparks/open flames/hot surfaces. — No smoking
 Keep container tightly closed
 Ground/bond container and receiving equipment
 Use only non-sparking tools
 Take precautionary measures against static discharge
 Keep cool
 Use explosion-proof electrical/ventilating/lighting/equipment

Response

IF exposed or concerned: Get medical advice/attention
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 Immediately call a POISON CENTER or doctor/physician
 If skin irritation or rash occurs: Get medical advice/attention
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 Wash contaminated clothing before reuse
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
 IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell
 Rinse mouth
 In case of fire: Use CO₂, dry chemical, or foam for extinction

Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed
 Keep away from children

Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

Other information

Harmful to aquatic life with long lasting effects
 SEE SAFETY DATA SHEET
 Acute Toxicity

14.67243787 % of the mixture consists of ingredient(s) of unknown toxicity.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%
BARIUM SULFATE (TOTAL DUST)	7727-43-7	10 - <30%
TITANIUM DIOXIDE (TOTAL DUST)	13463-67-7	10 - <30%
TALC (RESPIRABLE DUST)	14807-96-6	10 - <30%
XYLENE	1330-20-7	1 - <10%
N-BUTANOL (SKIN)	71-36-3	1 - <10%
MODIFIED ALIPHATIC AMINE	90-72-2	1 - <10%
ETHYLBENZENE	100-41-4	1 - <10%
AMORPHOUS SILICA	7631-86-9	1 - <10%
ETHYL BENZENE	100-41-4	1 - <10%
TRIETHYLENE TETRAMINE	112-24-3	0.1 - <1%
BENZENE, 1,3-DIMETHYL	108-38-3	0.1 - <1%

*The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of first aid measures

General advice	If symptoms persist, call a physician.
Eye contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Call a physician immediately.
Skin contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Consult a physician.
Inhalation	Remove to fresh air. Oxygen or artificial respiration if needed.
Ingestion	If swallowed, do not induce vomiting. Get medical attention immediately.
Self-protection of the first aider	Use personal protective equipment. Avoid contact with eyes, skin and clothing.

Most important symptoms and effects, both acute and delayed

Notes to physician	Treat symptomatically.
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5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Carbon dioxide. Foam. Dry chemical.

Unsuitable extinguishing media Water.

Specific hazards arising from the chemical

Thermal decomposition can lead to release of irritating gases and vapours. In the event of fire and/or explosion do not breathe fumes.

Hazardous combustion products Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon dioxide. Hydrocarbons. Aldehydes. Oxides of nitrogen.

Protective equipment and precautions for firefighters

Use water spray to cool unopened containers. In the event of fire, wear self-contained breathing apparatus. Keep away from heat/sparks/open flames/hot surfaces. MAY CAUSE HEAT AND PRESSURE BUILD-UP IN CLOSED CONTAINERS. Solvent vapors are heavier than air and may spread along floors. Flash back possible over considerable distance.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Avoid contact with eyes, skin and clothing. Use personal protective equipment. Remove all sources of ignition.

Environmental Precautions

Environmental precautions Prevent further leakage or spillage if safe to do so. Do not flush into surface water or sanitary sewer system.

Methods and material for containment and cleaning up

Methods for containment Remove all sources of ignition. Spills may be collected with inert, absorbent material for proper disposal. Use non-sparking tools, protective gloves, goggles and clothing, adequate ventilation, avoid the breathing of vapors and use respiratory protective devices. Transfer absorbent material to suitable containers for proper disposal.

Methods for cleaning up If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

7. HANDLING AND STORAGE

Precautions for safe handling

Handling Close container after each use. Avoid contact with eyes, skin and clothing. Do not eat, drink or smoke when using this product. If splashes are likely to occur, wear goggles. Wear protective gloves/clothing. Do not burn, or use a cutting torch on, the empty drum. When used in a mixture, read the labels and safety data sheets of all components. Wash thoroughly after handling.

Conditions for safe storage, including any incompatibilities

Storage Keep container tightly closed in a dry and well-ventilated place. Keep away from heat, sparks and flame. Keep out of the reach of children.

Incompatible products Strong oxidizing agents. Acids. Water, alcohols, amines, strong bases, metal components, surface active materials.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters**Exposure guidelines**

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
BARIUM SULFATE (TOTAL DUST) 7727-43-7	TWA: 5 mg/m ³	TWA: 10 mg/m ³ TWA: 5 mg/m ³ TWA: 15 mg/m ³	
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7	TWA: 10 mg/m ³	TWA: 10 mg/m ³ TWA: 15 mg/m ³	5000 mg/m ³
TALC (RESPIRABLE DUST) 14807-96-6	TWA: 2 mg/m ³	TWA: 2 mg/m ³	1000 mg/m ³
XYLENE 1330-20-7	TWA: 100 ppm STEL: 150 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 150 ppm STEL: 655 mg/m ³	
N-BUTANOL (SKIN) 71-36-3	TWA: 20 ppm	Skin Ceiling: 50 ppm Ceiling: 150 mg/m ³	1400 ppm

		TWA: 100 ppm TWA: 300 mg/m ³	
ETHYLBENZENE 100-41-4	TWA: 20 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 125 ppm STEL: 545 mg/m ³	800 ppm
AMORPHOUS SILICA 7631-86-9	-	TWA: 6 mg/m ³	3000 mg/m ³
ETHYL BENZENE 100-41-4	TWA: 20 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 125 ppm STEL: 545 mg/m ³	800 ppm
BENZENE, 1,3-DIMETHYL 108-38-3	TWA: 100 ppm STEL: 150 ppm	-	900 ppm

Appropriate engineering controls**Engineering measures**

Sufficient ventilation, in volume and pattern, should be provided through both local and general exhaust to keep the air contaminant concentration below current applicable OSHA Permissible Exposure Limits (PEL) and ACGIH's Threshold Limit Values (TLV). Appropriate ventilation should be employed to remove hazardous decomposition products formed during welding or flame cutting operations of surfaces coated with this product.

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

Use chemical resistant splash type goggles. If splashes are likely to occur, wear face-shield.

Skin and body protection

Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact.

Respiratory protection

Use only with adequate ventilation. Do not breathe vapors, spray mist, or dust. Ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor/mist or dust levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH/MSHA approved) during and after application. Follow respirator manufacturer's directions for respirator use.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice. Avoid breathing dust created by cutting, sanding, or grinding.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical state	liquid	Odor	aromatic
Appearance	opaque	Odor threshold	No information available
Color	No information available		
Property	Values	Remarks	
pH			
Melting point / freezing point	No data available		
Boiling point / boiling range	116 °C / 241.0 °F		
Flash point	28 °C / 82.0 °F	Seta closed cup	
Evaporation rate			
Flammability (solid, gas)	No data available		
Flammability Limit in Air			
Upper flammability limit	N/A		
Lower flammability limit	1.0		
Vapor pressure			
Vapor density			
Specific gravity	1.66978	g/cm ³	

Water solubility	Insoluble in cold water
Solubility in other solvents	
Partition coefficient: n-octanol/water	
Autoignition temperature	No data available
Decomposition temperature	
Kinematic viscosity	
Dynamic viscosity	875 centipoises approx

Other Information

Density	13.92593 lbs/gal
Volatile organic compounds (VOC) content	2.95926 lbs/gal
Total volatiles weight percent	21.25 %
Total volatiles volume percent	42.11 %
Bulk density	No information available

10. STABILITY AND REACTIVITY**Reactivity**

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Conditions to avoid

Heat, flames and sparks. Epoxy constituents.

Incompatible materials

Strong oxidizing agents, Acids, Water, alcohols, amines, strong bases, metal components, surface active materials

Hazardous decomposition products

Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon oxides. Hydrocarbons. Aldehydes. Oxides of nitrogen.

11. TOXICOLOGICAL INFORMATION**Information on Likely Routes of Exposure**

Inhalation	May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination.
Eye contact	Causes serious eye irritation.
Skin contact	Irritating to skin. May cause sensitization of susceptible persons.
Ingestion	Harmful if swallowed.

Chemical name	LD50 Oral	LD50 Dermal	LC50 Inhalation
BARIUM SULFATE (TOTAL DUST) 7727-43-7	= 307000 mg/kg (Rat)	-	-
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7	> 10000 mg/kg (Rat)	-	-
XYLENE 1330-20-7	= 3500 mg/kg (Rat)	> 1700 mg/kg (Rabbit) > 4350 mg/kg (Rabbit)	= 29.08 mg/L (Rat) 4 h = 5000 ppm (Rat) 4 h
N-BUTANOL (SKIN) 71-36-3	= 700 mg/kg (Rat) = 790 mg/kg (Rat)	= 3400 mg/kg (Rabbit) = 3402 mg/kg (Rabbit)	> 8000 ppm (Rat) 4 h
MODIFIED ALIPHATIC AMINE	= 1200 mg/kg (Rat)	= 1280 mg/kg (Rat)	-

90-72-2			
ETHYLBENZENE 100-41-4	= 3500 mg/kg (Rat)	= 15400 mg/kg (Rabbit)	= 17.4 mg/L (Rat) 4 h
AMORPHOUS SILICA 7631-86-9	= 7900 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 2.2 mg/L (Rat) 1 h
ETHYL BENZENE 100-41-4	= 3500 mg/kg (Rat)	= 15400 mg/kg (Rabbit)	= 17.4 mg/L (Rat) 4 h
TRIETHYLENE TETRAMINE 112-24-3	= 2500 mg/kg (Rat)	= 550 mg/kg (Rabbit)	-
BENZENE, 1,3-DIMETHYL 108-38-3	= 5 g/kg (Rat)	= 12.18 g/kg (Rabbit) = 14100 µL/kg (Rabbit)	= 5984 ppm (Rat) 6 h

Information on toxicological effects**Symptoms**

Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.
Eye Damage. Skin disorders.

Delayed and immediate effects as well as chronic effects from short and long-term exposure**Corrosivity**

May be corrosive to metals.

Sensitization

May cause sensitization of susceptible persons.

Mutagenicity

No information available.

Carcinogenicity

The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical name	ACGIH	IARC	NTP	OSHA
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7		Group 2B	-	X
TALC (RESPIRABLE DUST) 14807-96-6		Group 2B Group 3	-	
XYLENE 1330-20-7		Group 3	-	
ETHYLBENZENE 100-41-4	A3	Group 2B	-	X
AMORPHOUS SILICA 7631-86-9		Group 1 Group 3	Known	
ETHYL BENZENE 100-41-4	A3	Group 2B	-	X
BENZENE, 1,3-DIMETHYL 108-38-3		Group 3	-	

Reproductive effects

Suspected of damaging fertility or the unborn child.

STOT - single exposure

Eyes, Skin, Central Nervous System (CNS)

STOT - repeated exposure

Causes damage to organs through prolonged or repeated exposure

Target organ effects

Central nervous system, Central Vascular System (CVS), Eyes, Lungs, respiratory system, Skin, blood, Gastrointestinal tract, kidney, liver.

Aspiration hazard

No information available.

Acute Toxicity

14.67243787 % of the mixture consists of ingredient(s) of unknown toxicity.

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Harmful to aquatic life with long lasting effects

16.58983 % of the mixture consists of components(s) of unknown hazards to the aquatic environment

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia
TALC (RESPIRABLE DUST) 14807-96-6		100: 96 h Brachydanio rerio g/L LC50 semi-static	
XYLENE 1330-20-7		LC50= 13.4 mg/L Pimephales promelas 96 h LC50 2.661 - 4.093 mg/L Oncorhynchus mykiss 96 h LC50 13.5 - 17.3 mg/L Oncorhynchus mykiss 96 h LC50 13.1 - 16.5 mg/L Lepomis macrochirus 96 h LC50= 19 mg/L	EC50 = 3.82 mg/L 48 h LC50 = 0.6 mg/L 48 h

		Lepomis macrochirus 96 h LC50 7.711 - 9.591 mg/L Lepomis macrochirus 96 h LC50 23.53 - 29.97 mg/L Pimephales promelas 96 h LC50= 780 mg/L Cyprinus carpio 96 h LC50> 780 mg/L Cyprinus carpio 96 h LC50 30.26 - 40.75 mg/L Poecilia reticulata 96 h	
N-BUTANOL (SKIN) 71-36-3	500: 72 h Desmodesmus subspicatus mg/L EC50 500: 96 h Desmodesmus subspicatus mg/L EC50	1730 - 1910: 96 h Pimephales promelas mg/L LC50 static 100000 - 500000: 96 h Lepomis macrochirus µg/L LC50 static 1740: 96 h Pimephales promelas mg/L LC50 flow-through 1910000: 96 h Pimephales promelas µg/L LC50 static	1897 - 2072: 48 h Daphnia magna mg/L EC50 Static 1983: 48 h Daphnia magna mg/L EC50
ETHYLBENZENE 100-41-4	4.6: 72 h Pseudokirchneriella subcapitata mg/L EC50 438: 96 h Pseudokirchneriella subcapitata mg/L EC50 2.6 - 11.3: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 1.7 - 7.6: 96 h Pseudokirchneriella subcapitata mg/L EC50 static	11.0 - 18.0: 96 h Oncorhynchus mykiss mg/L LC50 static 9.1 - 15.6: 96 h Pimephales promelas mg/L LC50 static 32: 96 h Lepomis macrochirus mg/L LC50 static 9.6: 96 h Poecilia reticulata mg/L LC50 static 7.55 - 11: 96 h Pimephales promelas mg/L LC50 flow-through 4.2: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	1.8 - 2.4: 48 h Daphnia magna mg/L EC50
AMORPHOUS SILICA 7631-86-9	440: 72 h Pseudokirchneriella subcapitata mg/L EC50	5000: 96 h Brachydanio rerio mg/L LC50 static	7600: 48 h Ceriodaphnia dubia mg/L EC50
ETHYL BENZENE 100-41-4	4.6: 72 h Pseudokirchneriella subcapitata mg/L EC50 438: 96 h Pseudokirchneriella subcapitata mg/L EC50 2.6 - 11.3: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 1.7 - 7.6: 96 h Pseudokirchneriella subcapitata mg/L EC50 static	11.0 - 18.0: 96 h Oncorhynchus mykiss mg/L LC50 static 9.1 - 15.6: 96 h Pimephales promelas mg/L LC50 static 32: 96 h Lepomis macrochirus mg/L LC50 static 9.6: 96 h Poecilia reticulata mg/L LC50 static 7.55 - 11: 96 h Pimephales promelas mg/L LC50 flow-through 4.2: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	1.8 - 2.4: 48 h Daphnia magna mg/L EC50
TRIETHYLENE TETRAMINE 112-24-3	2.5: 72 h Desmodesmus subspicatus mg/L EC50 20: 72 h Pseudokirchneriella subcapitata mg/L EC50 3.7: 96 h Pseudokirchneriella subcapitata mg/L EC50	570: 96 h Poecilia reticulata mg/L LC50 semi-static 495: 96 h Pimephales promelas mg/L LC50	31.1: 48 h Daphnia magna mg/L EC50
BENZENE, 1,3-DIMETHYL 108-38-3	4.9: 72 h Pseudokirchneriella subcapitata mg/L EC50 static	14.3 - 18: 96 h Pimephales promelas mg/L LC50 flow-through 8.4: 96 h Oncorhynchus mykiss mg/L LC50 semi-static 12.9: 96 h Poecilia reticulata mg/L LC50 semi-static	2.81 - 5.0: 48 h Daphnia magna mg/L EC50 Static

Persistence and degradability

No information available.

Bioaccumulation

No information available.

Mobility in Environmental Media

Chemical name	log Pow
XYLENE 1330-20-7	2.77
N-BUTANOL (SKIN) 71-36-3	0.785
MODIFIED ALIPHATIC AMINE 90-72-2	0.219
ETHYLBENZENE 100-41-4	3.2

ETHYL BENZENE 100-41-4	3.118
TRIETHYLENE TETRAMINE 112-24-3	-1.4
BENZENE, 1,3-DIMETHYL 108-38-3	3.2

Other Adverse Effects

No information available

13. DISPOSAL CONSIDERATIONS**Waste treatment methods****Disposal Methods**

Keep container tightly closed. If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal.

US EPA Waste Number

Chemical name	RCRA	RCRA - Basis for Listing	RCRA - D Series Wastes	RCRA - U Series Wastes
XYLENE 1330-20-7		Included in waste stream: F039		U239
N-BUTANOL (SKIN) 71-36-3		Included in waste stream: F039		U031
ETHYLBENZENE 100-41-4		Included in waste stream: F039		
ETHYL BENZENE 100-41-4		Included in waste stream: F039		

California Hazardous Waste Status

Chemical name	CAWAST
XYLENE 1330-20-7	Toxic Ignitable
N-BUTANOL (SKIN) 71-36-3	Toxic
ETHYLBENZENE 100-41-4	Toxic Ignitable
ETHYL BENZENE 100-41-4	Toxic Ignitable

14. TRANSPORT INFORMATION**DOT**

UN/ID no. 1263
 Proper Shipping Name PAINT
 Hazard Class 3
 Packing Group III
 Emergency Response Guide Number 128

Additional information

Call TNAMEC Traffic Department - 816-474-3400 for additional information or other modes of Transportation.

15. REGULATORY INFORMATION

International Inventories

TSCA	Complies
DSL/NDL	Complies
EINECS/ELINCS	Does Not Comply
ENCS	Does Not Comply
IECSC	Complies
KECL	Complies
PICCS	Does Not Comply
AICS	Complies

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Commercial Chemical Substances/EU List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

Chemical name

HAPS Data

XYLENE

ETHYLBENZENE

ETHYL BENZENE

BENZENE, 1,3-DIMETHYL

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical name	SARA 313 - Threshold Values
BARIUM SULFATE (TOTAL DUST) - 7727-43-7	1.0
XYLENE - 1330-20-7	1.0
N-BUTANOL (SKIN) - 71-36-3	1.0
ETHYLBENZENE - 100-41-4	0.1
ETHYL BENZENE - 100-41-4	0.1
BENZENE, 1,3-DIMETHYL - 108-38-3	1.0

SARA 311/312 Hazardous**Categorization**

Acute Health Hazard	Yes
Chronic Health Hazard	Yes
Fire Hazard	Yes
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
XYLENE 1330-20-7	100 lb			X
ETHYLBENZENE 100-41-4	1000 lb	X	X	X
ETHYL BENZENE 100-41-4	1000 lb	X	X	X
BENZENE, 1,3-DIMETHYL 108-38-3				X

CERCLA

Chemical name	Hazardous Substances RQs	CERCLA EHS RQs	RQ
XYLENE 1330-20-7	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ

N-BUTANOL (SKIN) 71-36-3	5000 lb		RQ 5000 lb final RQ RQ 2270 kg final RQ
ETHYLBENZENE 100-41-4	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ
ETHYL BENZENE 100-41-4	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ
BENZENE, 1,3-DIMETHYL 108-38-3	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ

California Prop. 65

WARNING: This product can expose you to the following chemicals which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Chemical name	California Prop. 65
TITANIUM DIOXIDE (TOTAL DUST) - 13463-67-7	Carcinogen
ETHYLBENZENE - 100-41-4	Carcinogen
AMORPHOUS SILICA - 7631-86-9	Carcinogen
ETHYL BENZENE - 100-41-4	Carcinogen
BENZENE, 1,3-DIMETHYL - 108-38-3	*
BENZENE, 1,4-DIMETHYL - 106-42-3	*
BENZENE, 1,2-DIMETHYL - 95-47-6	*

California SCAQMD Rule 443

Contains Photochemically Reactive Solvent

State Right-to-Know

Chemical name	New Jersey	Massachusetts	Pennsylvania
BARIUM SULFATE (TOTAL DUST) 7727-43-7	X	X	X
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7	X	X	X
TALC (RESPIRABLE DUST) 14807-96-6	X	X	X
XYLENE 1330-20-7	X	X	X
N-BUTANOL (SKIN) 71-36-3	X	X	X
ETHYLBENZENE 100-41-4	X	X	X
AMORPHOUS SILICA 7631-86-9		X	X
ETHYL BENZENE 100-41-4	X	X	X
TRIETHYLENE TETRAMINE 112-24-3	X	X	X
BENZENE, 1,3-DIMETHYL 108-38-3	X	X	X

16. OTHER INFORMATION**NFPA**

**HMIS (Hazardous
Material Information
System)**

Health 3
Health 3*

Flammability 3
Flammability 3

Instability 1
Reactivity 1

Physical hazard *

Prepared By
Revision Date
Revision Summary
9 1 4 5 7 10 8 11 14 15 13

Tnemec Regulatory Dept: 816-474-3400
13-Aug-2018

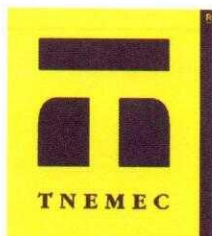
Disclaimer

For specific information regarding occupational safety and health standards, please refer to the Code of Federal Regulations, Title 29, Part 1910.

To the best of our knowledge, the information contained herein is accurate. However, neither the Tnemec Company or

any of its subsidiaries assume any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards which exist.

End of SDS



Safety Data Sheet

Issue Date 29-Aug-2018

Revision Date 15-Aug-2018

Revision Number 16

1. IDENTIFICATION

Product identifier

Product Code B066-0066B
Product Name 65/66/160/161 CONVERTER

Other means of identification

Common Name SERIES 66/161, PART B
UN/ID no. 1263
Synonyms None

Recommended use of the chemical and restrictions on use

Recommended Use industrial paint.
Uses advised against Consumer use, For professional use only. Not for residential use.

Details of the supplier of the safety data sheet

Manufacturer Address

Tnemec Company, Inc. 6800 Corporate Drive, Kansas City, MO 64120-1372 816-474-3400

Distributor

Tnemec Company, Inc. 86 Boul, des Entreprises, Ste. 203, Boisbriand, Quebec Canada J7G 2T3

Emergency telephone number

Company Phone Number Tnemec Regulatory Dept: 816-474-3400
24 Hour Emergency Phone Number 800-535-5053 (Infotrac)

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Serious eye damage/eye irritation	Category 2
Carcinogenicity	Category 2
Reproductive Toxicity	Category 1B
Specific target organ toxicity (single exposure)	Category 3
Specific target organ toxicity (repeated exposure)	Category 2
Flammable Liquids	Category 2

Label elements

EMERGENCY OVERVIEW

Danger

Hazard statements

Causes serious eye irritation
Suspected of causing cancer
May damage fertility or the unborn child
May cause respiratory irritation
May cause damage to organs through prolonged or repeated exposure
Highly flammable liquid and vapor

**Appearance** opaque**Physical state** liquid**Odor** Strong aromatic Petroleum distillates**Precautionary Statements****Prevention**

Obtain special instructions before use
 Do not handle until all safety precautions have been read and understood
 Use personal protective equipment as required
 Wash face, hands and any exposed skin thoroughly after handling
 Use only outdoors or in a well-ventilated area
 Do not breathe dust/fume/gas/mist/vapors/spray
 Keep away from heat/sparks/open flames/hot surfaces. — No smoking
 Keep container tightly closed
 Ground/bond container and receiving equipment
 Use only non-sparking tools
 Take precautionary measures against static discharge
 Keep cool
 Use explosion-proof electrical/ventilating/lighting/equipment

Response

IF exposed or concerned: Get medical advice/attention
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 If eye irritation persists: Get medical advice/attention
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
 In case of fire: Use CO₂, dry chemical, or foam for extinction

Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed
 Keep away from children

Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)**Other information**

May be harmful in contact with skin
 Causes mild skin irritation
 Toxic to aquatic life with long lasting effects
 SEE SAFETY DATA SHEET
 Acute Toxicity

1.115E-05 % of the mixture consists of ingredient(s) of unknown toxicity.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%
TALC (RESPIRABLE DUST)	14807-96-6	30 - <60%
SOLID EPOXY RESIN	-	10 - <30%
METHYL ISOBUTYL KETONE	108-10-1	10 - <30%
EPOXY RESIN (LER)	25085-99-8	10 - <30%
XYLENE	1330-20-7	1 - <10%
ETHYL BENZENE	100-41-4	1 - <10%

BENZENE, 1,4-DIMETHYL	106-42-3	0.1 - <1%
BENZENE, 1,3-DIMETHYL	108-38-3	0.1 - <1%

*The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of first aid measures

General advice	If symptoms persist, call a physician.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes. If eye irritation persists, consult a specialist.
Skin contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Call a physician immediately.
Inhalation	Remove affected individual to fresh air. Treat symptomatically. If breathing is difficult, administer oxygen. If breathing has stopped give artificial respiration. Consult a physician.
Ingestion	If swallowed, do not induce vomiting. Get medical attention immediately.
Self-protection of the first aider	Use personal protective equipment. Avoid contact with eyes, skin and clothing.

Most important symptoms and effects, both acute and delayed

Notes to physician	Treat symptomatically.
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5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Carbon dioxide. Foam. Dry chemical.

Unsuitable extinguishing media Do not use a solid water stream as it may scatter and spread fire.

Specific hazards arising from the chemical

Thermal decomposition can lead to release of irritating gases and vapours In the event of fire and/or explosion do not breathe fumes

Hazardous combustion products Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon oxides. Aldehydes. Hydrocarbons.

Protective equipment and precautions for firefighters

Use water spray to cool unopened containers. In the event of fire, wear self-contained breathing apparatus. Keep away from heat/sparks/open flames/hot surfaces. MAY CAUSE HEAT AND PRESSURE BUILD-UP IN CLOSED CONTAINERS. Solvent vapors are heavier than air and may spread along floors. Flash back possible over considerable distance. As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions	Avoid contact with eyes, skin and clothing. Use personal protective equipment. Remove all sources of ignition.
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Environmental Precautions

Environmental precautions	Prevent further leakage or spillage if safe to do so. Do not flush into surface water or sanitary sewer system.
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Methods and material for containment and cleaning up**Methods for containment**

Remove all sources of ignition. Spills may be collected with inert, absorbent material for proper disposal. Use non-sparking tools, protective gloves, goggles and clothing, adequate ventilation, avoid the breathing of vapors and use respiratory protective devices. Transfer absorbent material to suitable containers for proper disposal.

Methods for cleaning up

If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

7. HANDLING AND STORAGE

Precautions for safe handling**Handling**

Close container after each use. Avoid contact with eyes, skin and clothing. Do not eat, drink or smoke when using this product. If splashes are likely to occur, wear goggles. Wear protective gloves/clothing. Do not burn, or use a cutting torch on, the empty drum. When used in a mixture, read the labels and safety data sheets of all components. Wash thoroughly after handling.

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

Store locked up. Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep away from heat, sparks and flame. VAPORS MAY CAUSE FLASH FIRE. Use only in an area containing flame proof equipment. Extinguish all flames and pilot lights, and turn off stoves, heaters, electric motors and other sources of ignition during use and until all vapors are gone. Prevent build-up of vapors by opening all windows and doors to achieve cross ventilation.

Incompatible products

Incompatible with oxidizing agents. Bases. Acids. Amines.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters**Exposure guidelines**

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
TALC (RESPIRABLE DUST) 14807-96-6	TWA: 2 mg/m ³	TWA: 2 mg/m ³	1000 mg/m ³
METHYL ISOBUTYL KETONE 108-10-1	TWA: 20 ppm STEL: 75 ppm	TWA: 50 ppm TWA: 205 mg/m ³ STEL: 75 ppm STEL: 300 mg/m ³ TWA: 100 ppm TWA: 410 mg/m ³	500 ppm
XYLENE 1330-20-7	TWA: 100 ppm STEL: 150 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 150 ppm STEL: 655 mg/m ³	
ETHYL BENZENE 100-41-4	TWA: 20 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 125 ppm STEL: 545 mg/m ³	800 ppm
BENZENE, 1,4-DIMETHYL 106-42-3	TWA: 100 ppm STEL: 150 ppm	-	900 ppm
BENZENE, 1,3-DIMETHYL 108-38-3	TWA: 100 ppm STEL: 150 ppm	-	900 ppm

NIOSH IDLH: Immediately Dangerous to Life or Health

Appropriate engineering controls**Engineering measures**

Sufficient ventilation, in volume and pattern, should be provided through both local and general exhaust to keep the air contaminant concentration below current applicable OSHA Permissible Exposure Limits (PEL) and ACGIH's Threshold Limit Values (TLV). Appropriate ventilation should be employed to remove hazardous decomposition products formed during welding or flame cutting operations of surfaces coated with this product.

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

Use chemical resistant splash type goggles. If splashes are likely to occur, wear face-shield.

Skin and body protection

Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact.

Respiratory protection

Use only with adequate ventilation. Do not breathe vapors, spray mist, or dust. Ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor/mist or dust levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH/MSHA approved) during and after application. Follow respirator manufacturer's directions for respirator use.

General hygiene considerations

Remove and wash contaminated clothing before re-use.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	liquid		
Appearance	opaque	Odor	Strong aromatic
Color	No information available	Odor threshold	Petroleum distillates
			No information available
Property	Values	Remarks	
pH			
Melting point / freezing point	No data available		
Boiling point / boiling range	114 °C / 237.0 °F		
Flash point	18 °C / 64.0 °F		
Evaporation rate		Pensky Martens - Closed Cup	
Flammability (solid, gas)	No data available		
Flammability Limit in Air		No data available	
Upper flammability limit	N/A		
Lower flammability limit	1.0		
Vapor pressure			
Vapor density			
Specific gravity	1.27974		g/cm3
Water solubility	Insoluble in cold water		
Solubility in other solvents			
Partition coefficient: n-octanol/water			
Autoignition temperature	No data available		
Decomposition temperature			
Kinematic viscosity			
Dynamic viscosity	600 centipoises		
Other Information			
Density	10.67307 lbs/gal		
Volatile organic compounds (VOC) content	2.89454 lbs/gal		
Total volatiles weight percent	27.12 %		
Total volatiles volume percent	42.01 %		
Bulk density	No information available		

10. STABILITY AND REACTIVITY

Reactivity

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Conditions to avoid

Heat, flames and sparks.

Incompatible materials

Incompatible with oxidizing agents, Bases, Acids, Amines

Hazardous decomposition products

Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon oxides. Aldehydes. Hydrocarbons.

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Inhalation	MAY CAUSE DROWSINESS AND DIZZINESS. Inhalation of vapors in high concentration may cause irritation of respiratory system. May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination.
Eye contact	Causes serious eye irritation.
Skin contact	Irritating to skin. Repeated or prolonged skin contact may cause allergic reactions with susceptible persons.
Ingestion	Harmful if swallowed.

Chemical name	LD50 Oral	LD50 Dermal	LC50 Inhalation
METHYL ISOBUTYL KETONE 108-10-1	= 2080 mg/kg (Rat)	= 3000 mg/kg (Rabbit)	= 8.2 mg/L (Rat) 4 h
XYLENE 1330-20-7	= 3500 mg/kg (Rat)	> 1700 mg/kg (Rabbit) > 4350 mg/kg (Rabbit)	= 29.08 mg/L (Rat) 4 h = 5000 ppm (Rat) 4 h
ETHYL BENZENE 100-41-4	= 3500 mg/kg (Rat)	= 15400 mg/kg (Rabbit)	= 17.4 mg/L (Rat) 4 h
BENZENE, 1,4-DIMETHYL 106-42-3	= 4029 mg/kg (Rat)	-	= 4550 ppm (Rat) 4 h = 4740 ppm (Rat) 4 h
BENZENE, 1,3-DIMETHYL 108-38-3	= 5 g/kg (Rat)	= 12.18 g/kg (Rabbit) = 14100 µL/kg (Rabbit)	= 5984 ppm (Rat) 6 h

Information on toxicological effects

Symptoms Symptoms of overexposure are dizziness, headache, tiredness, nausea, unconsciousness, cessation of breathing. Serious eye damage/eye irritation.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Chronic Toxicity NOTICE: Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. May cause cancer. Substances known to impair fertility. Skin sensitizer.

Sensitization May cause sensitization of susceptible persons.

Mutagenicity No information available.

Carcinogenicity

The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical name	ACGIH	IARC	NTP	OSHA
TALC (RESPIRABLE DUST) 14807-96-6		Group 2B Group 3	-	
METHYL ISOBUTYL KETONE 108-10-1	A3	Group 2B	-	X
XYLENE 1330-20-7		Group 3	-	
ETHYL BENZENE 100-41-4	A3	Group 2B	-	X
BENZENE, 1,4-DIMETHYL 106-42-3		Group 3	-	
BENZENE, 1,3-DIMETHYL 108-38-3		Group 3	-	

ACGIH: (American Conference of Governmental Industrial Hygienists)

A3 - Animal Carcinogen

IARC: (International Agency for Research on Cancer)

Group 2B - Possibly Carcinogenic to Humans

OSHA: (Occupational Safety & Health Administration)

X - Present

Reproductive effects

May damage fertility or the unborn child.

STOT - single exposure

No information available

STOT - repeated exposure

Causes damage to organs through prolonged or repeated exposure

Target organ effects

Central nervous system, Central Vascular System (CVS), Eyes, kidney, liver, respiratory system, Skin, blood, Gastrointestinal tract.

Aspiration hazard

No information available.

Acute Toxicity

1.115E-05 % of the mixture consists of ingredient(s) of unknown toxicity.

The following values are calculated based on chapter 3.1 of the GHS document .

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Toxic to aquatic life with long lasting effects

28.18454 % of the mixture consists of components(s) of unknown hazards to the aquatic environment

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia
TALC (RESPIRABLE DUST) 14807-96-6		100: 96 h Brachydanio rerio g/L LC50 semi-static	
METHYL ISOBUTYL KETONE 108-10-1	400: 96 h Pseudokirchneriella subcapitata mg/L EC50	496 - 514: 96 h Pimephales promelas mg/L LC50 flow-through	170: 48 h Daphnia magna mg/L EC50
EPOXY RESIN (LER) 25085-99-8	11 mg/L 72 hr	2 mg/L 96 hr Oncorhynchus mykiss	1.8 mg/L 48h
XYLENE 1330-20-7		LC50= 13.4 mg/L Pimephales promelas 96 h LC50 2.661 - 4.093 mg/L Oncorhynchus mykiss 96 h LC50 13.5 - 17.3 mg/L Oncorhynchus mykiss 96 h LC50 13.1 - 16.5 mg/L Lepomis macrochirus 96 h LC50= 19 mg/L Lepomis macrochirus 96 h LC50 7.711 - 9.591 mg/L Lepomis macrochirus 96 h LC50 23.53 - 29.97 mg/L Pimephales promelas 96 h LC50= 780 mg/L Cyprinus carpio 96 h LC50> 780 mg/L Cyprinus carpio 96 h LC50 30.26 - 40.75 mg/L Poecilia reticulata 96 h	EC50 = 3.82 mg/L 48 h LC50 = 0.6 mg/L 48 h
ETHYL BENZENE 100-41-4	4.6: 72 h Pseudokirchneriella subcapitata mg/L EC50 438: 96 h Pseudokirchneriella subcapitata mg/L EC50 2.6 - 11.3: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 1.7 - 7.6: 96 h Pseudokirchneriella subcapitata	11.0 - 18.0: 96 h Oncorhynchus mykiss mg/L LC50 static 9.1 - 15.6: 96 h Pimephales promelas mg/L LC50 static 32: 96 h Lepomis macrochirus mg/L LC50 static 9.6: 96 h Poecilia reticulata mg/L LC50 static 7.55 - 11: 96 h Pimephales	1.8 - 2.4: 48 h Daphnia magna mg/L EC50

	mg/L EC50 static	promelas mg/L LC50 flow-through 4.2: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	
BENZENE, 1,4-DIMETHYL 106-42-3	105.1: 3 h Chlorella vulgaris mg/L EC50 3.2: 72 h Pseudokirchneriella subcapitata mg/L EC50 static	7.2 - 9.9: 96 h Pimephales promelas mg/L LC50 static 2.6: 96 h Oncorhynchus mykiss mg/L LC50 8.8: 96 h Poecilia reticulata mg/L LC50 semi-static 2.6: 96 h Oncorhynchus mykiss mg/L LC50 static	3.55 - 6.31: 48 h Daphnia magna mg/L EC50 Static
BENZENE, 1,3-DIMETHYL 108-38-3	4.9: 72 h Pseudokirchneriella subcapitata mg/L EC50 static	14.3 - 18: 96 h Pimephales promelas mg/L LC50 flow-through 8.4: 96 h Oncorhynchus mykiss mg/L LC50 semi-static 12.9: 96 h Poecilia reticulata mg/L LC50 semi-static	2.81 - 5.0: 48 h Daphnia magna mg/L EC50 Static

Persistence and degradability

No information available.

Bioaccumulation

No information available.

Mobility in Environmental Media

Chemical name	log Pow
METHYL ISOBUTYL KETONE 108-10-1	1.19
EPOXY RESIN (LER) 25085-99-8	3
XYLENE 1330-20-7	2.77
ETHYL BENZENE 100-41-4	3.118
BENZENE, 1,4-DIMETHYL 106-42-3	3.15
BENZENE, 1,3-DIMETHYL 108-38-3	3.2

Other Adverse Effects

No information available

13. DISPOSAL CONSIDERATIONS**Waste treatment methods****Disposal Methods**

In accordance with local and national regulations. Should not be released into the environment.

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal.

Chemical name	RCRA	RCRA - Basis for Listing	RCRA - D Series Wastes	RCRA - U Series Wastes
METHYL ISOBUTYL KETONE 108-10-1		Included in waste stream: F039		U161
XYLENE 1330-20-7		Included in waste stream: F039		U239
ETHYL BENZENE 100-41-4		Included in waste stream: F039		
N-BUTANOL (SKIN) 71-36-3		Included in waste stream: F039		U031
FORMALDEHYDE 50-00-0	U122	Included in waste streams: K009, K010, K038, K040, K156, K157		U122

California Hazardous Waste Status

This product contains one or more substances that are listed with the State of California as a hazardous waste

Chemical name	CAWAST
XYLENE 1330-20-7	Toxic Ignitable
ETHYL BENZENE 100-41-4	Toxic Ignitable

14. TRANSPORT INFORMATION

DOT

UN/ID no. 1263
 Proper Shipping Name PAINT
 Hazard Class 3
 Packing Group II
 Emergency Response Guide Number 128

Additional information

Call TNEMEC Traffic Department - 816-474-3400 for additional information or other modes of Transportation.

15. REGULATORY INFORMATION

International Inventories

TSCA Complies
 DSL/NDL Complies
 EINECS/ELINCS Does Not Comply
 ENCS Does Not Comply
 IECSC Complies
 KECL Complies
 PICCS Complies
 AICS Complies

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
 DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List
 EINECS/ELINCS - European Inventory of Existing Commercial Chemical Substances/EU List of Notified Chemical Substances
 ENCS - Japan Existing and New Chemical Substances
 IECSC - China Inventory of Existing Chemical Substances
 KECL - Korean Existing and Evaluated Chemical Substances
 PICCS - Philippines Inventory of Chemicals and Chemical Substances
 AICS - Australian Inventory of Chemical Substances

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

Chemical name HAPS Data
 METHYL ISOBUTYL KETONE
 XYLENE
 ETHYL BENZENE
 BENZENE, 1,4-DIMETHYL
 BENZENE, 1,3-DIMETHYL

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical name	SARA 313 - Threshold Values
METHYL ISOBUTYL KETONE - 108-10-1	1.0
XYLENE - 1330-20-7	1.0
ETHYL BENZENE - 100-41-4	0.1
BENZENE, 1,4-DIMETHYL - 106-42-3	1.0
BENZENE, 1,3-DIMETHYL - 108-38-3	1.0

SARA 311/312 Hazardous**Categorization**

Acute Health Hazard	Yes
Chronic Health Hazard	Yes
Fire Hazard	Yes
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
XYLENE 1330-20-7	100 lb			X
ETHYL BENZENE 100-41-4	1000 lb	X	X	X
BENZENE, 1,4-DIMETHYL 106-42-3				X
BENZENE, 1,3-DIMETHYL 108-38-3				X

Chemical name	Hazardous Substances RQs	CERCLA EHS RQs	RQ
METHYL ISOBUTYL KETONE 108-10-1	5000 lb		RQ 5000 lb final RQ RQ 2270 kg final RQ
XYLENE 1330-20-7	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ
ETHYL BENZENE 100-41-4	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ
BENZENE, 1,4-DIMETHYL 106-42-3	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ
BENZENE, 1,3-DIMETHYL 108-38-3	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ

California Prop. 65

WARNING: This product can expose you to the following chemicals which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Chemical name	California Prop. 65
METHYL ISOBUTYL KETONE - 108-10-1	Carcinogen
ETHYL BENZENE - 100-41-4	Developmental
BENZENE, 1,3-DIMETHYL - 108-38-3	Carcinogen
BENZENE, 1,2-DIMETHYL - 95-47-6	*
FORMALDEHYDE - 50-00-0	Carcinogen

California SCAQMD Rule 443

Contains Photochemically Reactive Solvent

State Right-to-Know

Chemical name	New Jersey	Massachusetts	Pennsylvania
TALC (RESPIRABLE DUST) 14807-96-6	X	X	X
METHYL ISOBUTYL KETONE 108-10-1	X	X	X
XYLENE 1330-20-7	X	X	X
ETHYL BENZENE 100-41-4	X	X	X
BENZENE, 1,4-DIMETHYL 106-42-3	X	X	X
BENZENE, 1,3-DIMETHYL 108-38-3	X	X	X

16. OTHER INFORMATION

NFPA
HMIS (Hazardous
Material Information
System)

Health 2
Health 2*

Flammability 3
Flammability 3

Instability 1
Reactivity 1

Physical hazard *

Prepared By
Revision Date
Revision Summary
5 10 11 13 9 14 15

Themec Regulatory Dept: 816-474-3400
15-Aug-2018

Disclaimer

For specific information regarding occupational safety and health standards, please refer to the Code of Federal Regulations, Title 29, Part 1910.

To the best of our knowledge, the information contained herein is accurate. However, neither the Themec Company or any of its subsidiaries assume any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards which exist.

End of SDS



TNEME-FASCURE SERIES 161

PRODUCT PROFILE

GENERIC DESCRIPTION	Polyamide Epoxy
COMMON USAGE	Low temperature-cure, corrosion-resistant coating for protection against abrasion, immersion and mild chemical contact. Fast recoat at 75°F (24°C).
COLORS	Refer to Tnemec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.
FINISH	Satin

COATING SYSTEM

SURFACER/FILLER/PATCHER	Series 215, 217, 218
PRIMERS	Steel: Self-priming or Series 1, 20, FC20, 37H, 66, L69, L69F, N69, N69F, V69, V69F, 90G-1K97, 90E-92, 90-97, H90-97, 90-98, 91-H2O, 94-H2O, 161, 394, V530 Galvanized Steel and Non-Ferrous Metal: Self-priming Concrete: Self-priming, Series 27WB, 201, 1254 CMU: 130, 1254 Drywall: 151-1051 for dry interior environments
TOPCOATS	Series 27WB, 30, 46H-413, 66, L69, L69F, N69, N69F, V69, V69F, 72, 73, 104, 113, 114, 118, 161, 262, 265, 290, 291, 740, 750, 1026, 1028, 1029, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1077, 1078, 1078V, 1094, 1095, 1096, 1224. Note: A maximum recoat time may apply depending on the topcoat specified. Refer to the applicable topcoat product sheet for information on product specific maximum recoat times.

SURFACE PREPARATION

STEEL	Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning or ISO Sa 2 1/2 Very Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Note: Commercial Blast Cleaning generally produces the best coating performance for this exposure. If conditions will not permit this, in moderate exposures Series 161 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces (SSPC Rust Grade Condition C).
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Consult the latest version of Tnemec Technical Bulletin 10-78 or contact your Tnemec representative or Tnemec Technical Services.
CAST/DUCTILE IRON	All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAF 500-03-04: External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).
CONCRETE	Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 2-3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.
CMU	Allow mortar to cure for 28 days. Prepare in accordance with SSPC-SP13/NACE 6 to level protrusions and mortar spatter, and remove other contaminants.
PAINTED SURFACES	Non-Immersion Service: Ask your Tnemec representative for specific recommendations.
PRIMED SURFACES	Immersion Service: Scarify the Series 161 prime coat surface by abrasive-blasting with a fine abrasive before topcoating if: (a) the Series 161 has been exterior exposed for 60 days or longer and Series 46H-413, 66, L69, L69F, N69, N69F, V69, V69F or 161 is the specified topcoat; (b) the Series 161 prime coat has been exterior exposed for 14 days or longer and Series 104 is the specified topcoat; (c) the Series 161 prime coat has been exterior exposed for 7 days or longer and Series 262 or 265 is the specified topcoat.
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS	58.0 ± 2.0% (mixed) †
RECOMMENDED DFT	2.0 to 6.0 mils (50 to 150 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

TNEME-FASCURE | SERIES 161

CURING TIME

Temperature	To Touch	To Handle	To Recoat	Immersion
75°F (24°C)	1 hour	2-3 hours	3-4 hours	3 days
65°F (18°C)	2 hours	4-5 hours	5-6 hours	4-5 days
55°F (13°C)	3-4 hours	6-8 hours	10-12 hours	6-7 days
45°F (7°C)	6-7 hours	12-14 hours	16-18 hours	9-10 days
35°F (2°C)	8-10 hours	16-18 hours	20-22 hours	12-14 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 2.92 lbs/gallon (349 grams/litre)
Thinned 5%: 3.11 lbs/gallon (372 grams/litre)
Thinned 10%: 3.28 lbs/gallon (393 grams/litre) †

THEORETICAL COVERAGE

930 mil sq ft/gal (22.8 m²/L at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS

Two: Part A and Part B

PACKAGING

5 gallon (18.9 L) pails and 1 gallon (3.79 L) cans—Order in multiples of 2.

NET WEIGHT PER GALLON

12.50 ± 0.25 lbs (5.67 ± .11 kg) †

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

Part A: 24 months; Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA

Part A: 82°F (28°C) Part B: 64°F (18°C)

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested (1)	4.0 (100)	7.0 (180)	232 (21.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	6.0 (150)	10.5 (265)	155 (14.4)

(1) Note: Roller or brush application may require two or more coats to obtain suggested film thickness. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components should be above 50°F (10°C) prior to mixing. For application to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand thirty (30) minutes and restir before using. For optimum application properties, blended components should be above 60°F (16°C). **Note:** Mixing ratio is one to one by volume.

THINNING

Use No. 4 Thinner. For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 mL) per gallon.

POT LIFE

16 hours at 35°F (2°C) 2 hours at 75°F (24°C) 1/2 hour at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss MBC or JGA	E	765 or 78	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	1800-3000 psi (124-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Note: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic nap covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

TNEME-FASCURE | SERIES 161

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 www.tnemec.com



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday, March 3, 2023 @ 1:00 p.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Neosho Municipal Pool Repair & Resurfacing

Please label the envelope: Neosho Municipal Pool Repair and Resurfacing Bid Opening March 3, 2023 @ 1:00 p.m.

Questions concerning the specifications and bid procedure should be directed to **Kenny Balls, Parks Manager, at the following email: kballs@neoshomo.gov, 203 E. Main St. Neosho, MO 64850.**

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements. Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. Maintenance Agreement. A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. Maintenance Bond. A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

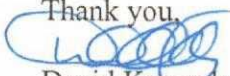
*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,


David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Neosho Municipal Pool Repair and Resurfacing

Resurfacing of the existing outdoor pool to include:

- Protect any areas to prevent damage to electrical, lighting, draws, etc.
- Remove all surface material bringing it down to natural concrete using hydro blasting process and / or equivalent.
- Complete minor patch work to concrete using concrete hydro patch and/or equivalent material. Any patch larger than 12 inch by 12 inch shall be inspected by engineer provided by the city.
- Caulk and seal all interior joints using a polyurethane caulking or equivalent.
- Caulk and seal any cracks 1/8 inch – 1 inch in the concrete exposed during the removal process. Anything larger to be inspected by engineer then treated as a patch.
- Apply bond coat – Olympic Pool Paint Epoxy Primer per spec.
- Apply Top Coat – Olympic Zeron Pool Paint Epoxy Top Coat Per Spec
- Re-install / apply all safety markings and depth finders equivalent to what is removed – color black/red
- Remove all debris created during the removal and painting process. Disposal to be provided by the contractor.
- Leave six (6) gallons of touch up paint- both primer and topcoat.
- Provide all SDS sheets and documentation of products being used for approval by the City of Neosho
- Contractor shall be responsible for all recourses which include labor, materials, disposal, rentals, equipment, in order to complete project.
- Warranty documentation on products and company
- Proof of insurance
- One (1) year warranty on labor and materials
- At least three (3) references for previous work

Equipment Schedule:

Note:

This bid should include the start date for this project.

REQUESTED COUNCIL MEETING DATE: March 14, 2023

ITEM: Bill No. 2023-122: Pool Resurfacing Contract with Envirolitics dba Blast it Clean

ORIGINATING DEPARTMENT: Parks and Recreation Department

ATTACHMENT:

1. Bill No. 2023-122 Envirolitics RE Neosho Municipal Pool reseal prep repaint
 2. Contract Envirolitics RE Municipal Pool reseal prep repaint
 3. Exhibit A Envirolitics RE Municipal Pool reseal prep repaint - Ex A
 4. Exhibit B Envirolitics RE Municipal Pool reseal prep repaint - Ex B
-

PURPOSE:

The purpose is to seek council's approval to accept the Municipal Pool resurfacing contract with Envirolitics dba Blast it Clean.

BACKGROUND:

The background is that the city sent out multiple bid packets for the resurfacing of the Municipal Pool. We received one bid back and that was from Envirolitics dba Blast it Clean.

RECOMMENDATION:

The recommendation of the staff is to accept the contract with Envirolitics dba for the resurfacing of the Municipal pool.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with Envirolomics, Inc., a Kansas Corporation, d/b/a BLAST IT CLEAN, for the purpose of resealing, prepping, and repainting the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, MO 64850 for the not to exceed price of One Hundred Twenty-Seven Thousand Nine Hundred Thirty-Four and 55/100 Dollars (\$127,934.55); and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho, Missouri, and Envirolomics, Inc., a Kansas Corporation, d/b/a BLAST IT CLEAN, for the purpose of resealing, prepping, and repainting the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, MO 64850 for the not to exceed price of One Hundred Twenty-Seven Thousand Nine Hundred Thirty-Four and 55/100 Dollars (\$127,934.55), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and Envirologics, Inc., a Kansas Corporation, d/b/a BLAST IT CLEAN, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of removing the Rebound surfacing and resealing, prepping, and repainting the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, MO 64850, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of removing the Rebound surfacing and resealing, prepping, and repainting the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, MO 64850, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within sixty (60) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Generally, Contractor agrees to remove the Rebound surfacing and reseal, prep, and repaint the Neosho Municipal Pool located at 416 Fairground Rd, Neosho, MO 64850.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor’s work. City will pay Contractor One Hundred Twenty-Seven Thousand Nine Hundred Thirty-Four and 55/100 Dollars (\$127,934.55) – the full amount of this contract – on the third Tuesday of the month after completion of the project.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only.

The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name City as an additional insured for causes of actions and claims arising out of Contractor's services related to the exceptions to sovereign immunity expressly set forth in Section 537.600.1(1) and (2), RSMo., with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's

ownership rights in the Work Product.

19. Liquidated Damages. Intentionally omitted.

20. Non-Appropriation. Intentionally omitted.

21. Non-Discrimination. Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

Envirolitics, Inc.
ATTN: Rick Salgado
7800 E. 12th St., Suite 7
Kansas City, MO 64126

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

23. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

24. Payment Bond. Contractor shall furnish a Payment Bond with surety approved by City and on forms approved by City in the amount of One Hundred Twenty-Seven Thousand Nine Hundred Thirty-Four and 55/100 Dollars (\$127,934.55) – full amount of contract – conditioned upon payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful payment of labor and material suppliers, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the payment of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

25. Performance Bond. Contractor shall furnish a Performance Bond with surety approved by City and on forms approved by City in the amount of One Hundred Twenty-Seven Thousand Nine Hundred Thirty-Four and 55/100 Dollars (\$127,934.55) – full amount of contract conditioned upon performance of the Scope of Work. It is further mutually agreed between the

parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance of the Scope of Work, City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, Contractor shall, at its expense, within five (5) days after the receipt of notice from City to do so, furnish an additional bond, in such form and amount, and with such surety as shall be satisfactory to City. In such event no further payment to Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the Scope of Work shall be furnished in a manner and form satisfactory to City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.”

26. Prevailing Wage. Contractor shall comply with applicable State provisions concerning the payment of prevailing wages on public works projects. Accordingly, all workers performing work under the Contract shall be paid not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri (or “MoDOLIR”).

27. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Right to Proceed. In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors’ on-site employees. On-site employees

who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said

business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

36. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

37. Warranty. In addition to any other warranties in this Agreement, specifically the 3-year warranty described in Exhibit B, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

ENVIROLOGICS, INC.

Tyler DeWitt, Mayor

By:
Its:

ATTEST:

Cheyenne Wright, City Clerk



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday, March 3, 2023 @ 1:00 p.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850. The bid will be for the following:

Project: Neosho Municipal Pool Repair & Resurfacing

Please label the envelope: Neosho Municipal Pool Repair and Resurfacing Bid Opening March 3, 2023 @ 1:00 p.m.

Questions concerning the specifications and bid procedure should be directed to **Kenny Balls, Parks Manager, at the following email: kballs@neoshomo.gov, 203 E. Main St. Neosho, MO 64850.**

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

"A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).

b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City."

If this project is in reference to a Stormwater Runoff Project, please reference Section 430.188 of City Code that states:

A. Performance Bonds and Other Assurances for Completion of Stormwater Management Improvements. Upon approval of the Final Stormwater Management Plan, but before the issuance of building permit, the City Building Inspector may require the applicant to post a performance bond, cash escrow, certified check, or other acceptable form of performance security for the amount of the work to be done pursuant to the approved Stormwater Management Plan.

B. Maintenance Agreement. A maintenance agreement, approved by the Governing Body of the City of Neosho, assuring perpetual maintenance of stormwater management improvements shall be agreed upon by the City and the applicant, if the facilities are to be maintained by the developer.

C. Maintenance Bond. A two (2) year maintenance bond against defects in workmanship may be required by the City for any portion of the stormwater management improvements dedicated to the public.

*Missouri Prevailing Wage Rate if over \$75,000.00 (*A copy of the Missouri Prevailing Wage Rate is attached*)

*Payment Bond Required for projects over \$50,000.00

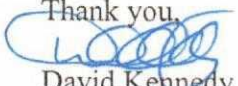
*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,


David Kennedy
City Manager

BID SPECIFICATIONS:

The bid packet is for the purchase of:

Neosho Municipal Pool Repair and Resurfacing

Resurfacing of the existing outdoor pool to include:

- Protect any areas to prevent damage to electrical, lighting, draws, etc.
- Remove all surface material bringing it down to natural concrete using hydro blasting process and / or equivalent.
- Complete minor patch work to concrete using concrete hydro patch and/or equivalent material. Any patch larger than 12 inch by 12 inch shall be inspected by engineer provided by the city.
- Caulk and seal all interior joints using a polyurethane caulking or equivalent.
- Caulk and seal any cracks 1/8 inch – 1 inch in the concrete exposed during the removal process. Anything larger to be inspected by engineer then treated as a patch.
- Apply bond coat – Olympic Pool Paint Epoxy Primer per spec.
- Apply Top Coat – Olympic Zeron Pool Paint Epoxy Top Coat Per Spec
- Re-install / apply all safety markings and depth finders equivalent to what is removed – color black/red
- Remove all debris created during the removal and painting process. Disposal to be provided by the contractor.
- Leave six (6) gallons of touch up paint- both primer and topcoat.
- Provide all SDS sheets and documentation of products being used for approval by the City of Neosho
- Contractor shall be responsible for all recourses which include labor, materials, disposal, rentals, equipment, in order to complete project.
- Warranty documentation on products and company
- Proof of insurance
- One (1) year warranty on labor and materials
- At least three (3) references for previous work

Equipment Schedule:

Note:

This bid should include the start date for this project.

BID FORM

Description: (To be completed by bidding party)

Protect any areas to prevent damage such as electrical, lighting, draws, ect.

Remove all surface material bringing down to natural concrete using hydro blasting process and or equivalent

Complete minor patch work to concrete using concrete hydro patch and or equivalent material. Any patch larger than 12"x12" shall be inspected by engineer provided by the city

Caulk and seal any cracks 1/8" - 1" the concrete exposed during the removal process

• Anything larger to be inspected by engineer then treated as a patch

Apply bond coat - Olympic Pool Paint Epoxy Primer Per Spec or equivalent

Apply Top Coat - Olympic Zeron Pool Paint Epoxy Top Coat Per Spec or equivalent

Re Install/ Apply all safety markings and depth finders equivalent to what is removed

• Color Black/Red

Remove all debris created during the removal and painting process. Disposal to be provided by contractor

Leave 6 gallons of touch up paint - both primer and top coat

Provide all SDS sheets and documentation of products being used for approval by Neosho Mo
Contractor shall be responsible to obtain city business license

Contractor shall be response for all recourses which include labor, materials, disposal, rentals, equipment, in order to complete project: Warranty Documentation minimum 1 year, • Proof of insurance, 3 References from previous work completed, Start date and end date of project, Bond for project in full before production start, W9, COI, Prevailing wage rate if over \$75,000.00, Workers compensations coverage

Price(s) for unit(s) meeting enclosed specifications: \$127,934.55

F.O.B. Neosho, MO

Projected Shipping Date: _____

After delivery - payment made on third Tuesday of month delivered

I certify that this bid on stated piece(s) of equipment meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: Envirolomics D.B.A. Blast It Clean

ADDRESS: 7800 E 12th St. Suite 7 Kansas City, MO. 64126

PHONE: 816-241-9199

EMAIL: rsalgado@blastitclean.com

BY: Rick Salgado



Proposal
Envirologics D.B.A. Blast It Clean
7800 E 12th St. Suite 7 Kansas City, MO. 64126
P: 816-241-9199 F: 913-440-2753

SUBMITTED TO
Kenneth Balls

PHONE
417-451-8050

CELL PHONE
4173890482

DATE
02 / 24 / 2023

CUSTOMER
Neoshomo

COMPANY ADDRESS
203 E Main St Neosho MO 64850

E-MAIL ADDRESS
kballs@neoshomo.gov

JOB CONTACT PERSON
Kenneth Balls

JOB SITE ADDRESS
416 Fairground Rd, Neosho, MO 64850

JOB NAME
Neoshomo - Pool Liner
Removal (Neosho Municipal
Pool)

Envirologics, Inc., DBA Blast-It-Clean, hereafter referred to as Blast-it-Clean, is pleased to present the following proposal. Customer is advised not to enter into this agreement without an understanding of the scheduling, instructions and conditions within this proposal and Notices to Owner.

Object and Area to be Cleaned/Stripped:

The Scope of this project is

- **Protect any areas to prevent damage such as electrical, lighting, draws, ect.**
- **Remove all surface material bringing down to natural concrete using hydro blasting process and or equivalent**
- **Complete minor patch work to concrete using concrete hydro patch and or equivalent material. Any patch larger than 12"x12" shall be inspected by engineer provided by the city**
- **Caulk and seal all interior joints using a polyurethane caulking or equivalent**
- **Caulk and seal any cracks 1/8" - 1" the concrete exposed during the removal process**
 - **Anything larger to be inspected by engineer then treated as a patch**
- **Apply bond coat - Olympic Pool Paint Epoxy Primer Per Spec or equivalent**
- **Apply Top Coat - Olympic Zeron Pool Paint Epoxy Top Coat Per Spec or equivalent**
- **Re Install/ Apply all safety markings and depth finders equivalent to what is removed**
 - **Color Black/Red**
- **Remove all debris created during the removal and painting process. Disposal to be provided by contractor**
- **Leave 6 gallons of touch up paint - both primer and top coat**
- **Provide all SDS sheets and documentation of products being used for approval by Neosho Mo**
- **Contractor shall be responsible to obtain city business license**
- **Contractor shall be response for all recourses which include labor, materials, disposal, rentals, equipment, in order to complete project**

- **Contractor shall provide the following**
 - **Warranty Documentation minimum 1 year**
 - **Proof of insurance**
 - **3 References from previous work completed**
 - **Start date and end date of project**
 - **Bond for project in full before production start**
 - **W9, COI**
 - **Prevailing wage rate if over \$75,000.00**
 - **Workers compensations coverage**

Warranty Information

3 year from application completion

Blast It Clean will warranty all work being complete which includes materials and labor cost for time lengths specified under each scope of work for 3 year. Upon work completion Blast It Clean will schedule a 11-calendar month walk through to address any issues before warranty dates are up. Warranty is only applicable on all surfaces that production is performed directly too.

- Pool paint application, caulk joints, crack and patch fill.

Warranty covers all product failure at any point for 3 years. Product failure definition includes bubbles, consistent flaking throughout, complete failure which would resemble products ability to be removed in layers. (Proper adhesion test will identify)

Warranty does not cover

- Abandonment
- Damage causes by high heat or fires
- Damage caused by improper cleaning which includes power washing, improper chemical cleaning, Bad batch of mixed chemicals
- Concrete failure
- Natural Disaster (example- Hale, tornado, fires, earthquakes ect. NOTE: normal day to day seasonal elements do not fall under natural disasters)
- Product Discoloration
- All Damages that are not related to product failure which is specified as (Product failure includes bubbles, consistent flaking throughout, complete failure which would resemble products ability to be removed in layers. NOTE: STRUCTURAL INTEGRITY IS NOT COVERED UNDER WARRANTY. SETTling WILL OCCURE WHICH WILL THEN CHALLENGE ANY COATINGS/CAULKING/PATCHING. THAT IS NOT COVERD UNDER WARRANT. (Proper adhesion test will identify).
- Blast It Clean recommends and ongoing maintenance program to be in place after 1 year warranty is up in order to sustain life of the coatings

Coating Retention Chart

- COLOR RETENTION- 5-7 YEARS (will dull out over time)
- Adhesion- 5-9 years
- Poly Urethane Caulking-Color Retention- 5-7 years
- Adhesion 4-7 Years

NOTE: THESE ARE NOT GUARANTEED ONLY EXAMPLE TIMELINES OF PROJECTS COMPLETED IN THE PAST.

Ongoing maintenance would include 1 site inspections per year happening March. Completing any corrective action needed in order to maintain integrity of the products. (Example- Touch up painting, Touch up caulking.) Power washing will need to happen after each winter season in order to remove all the dirt, debris, salts and chemicals that have built up over the fall/winter season. This can happen by someone in house and or another company. Dirt and debris is going to be the biggest offender to all components. Power washing needs to be low flow in order to not damage any of the surfaces applied such as paint, crack fill, path work, poly urethane sealant

NOTE: THIS IS ONLY A RECOMMENDATION AND NOT REQUIRED

Material to be removed: Rubber Membrain

Coatings to be applied:

Level of Cleaning Requested: Per scope of work

Blast it clean will provide a thorough clean of site to include a final floor sweep and vacuum. Customer shall provide disposal containers for bulk media and materials removed, unless otherwise specified in Proposal. Customer responsible for final detail cleaning of blast site.

Final detail cleaning of blast site would include: maid cleaning, sweeping or final clean up of any and all loose dust particles that may settle after the project completed.

Lead Paint Test:

Special Safety Requirements/Training:

Containment Selection:

Other obstacles or restrictions:

Price includes up to:

Price

Estimated cost to complete total scope of work. Pricing includes all lodging, perdiem, prevailing wage rates, labor, materials in order to complete scope of work.

\$127,934.55

Pricing includes 3 year warranty.

Total:

\$127,934.55

Note: This proposal contains no provision for either Sales or Remodel Tax. Blast-It-Clean may withdraw this proposal if not accepted within 30 days, or if any terms of this proposal are modified. Payment is expected within 21 days - balance due upon receipt of invoice. Late payments will accrue a 1.5% interest charge per month. Payment terms in place unless modified with signature of a Subcontractor's Agreement. By signing this form, you hereby authorize Blast-It-Clean to begin work stated and accept all price, contract specifications and conditions stated herein

Customer Signature By: _____
(Print Name & Title here)

Date of Acceptance: _____

Representative: _____
(Print Name & Title here)

Date of Proposal: _____

Envirolitics, Inc. (dba) Blast-It-Clean

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

Scheduling, Instructions, and conditions:

- Customer represents this project does not involve any hazardous materials or special safety requirements.
- The customers' **daily inspection and communication** is essential. As the project progresses changes can occur in the material being removed or its adhesion to the sub-straight. Significant changes may alter the cost of the project.
- A **planning session** with appropriate personnel will occur prior to job start to discuss safety standards, facility requirements, masking requirements, and equipment placement requirements.
- **Eye and Hearing protection** will be required for anyone near the work area while cleaning is in progress. Customer will be responsible for the safety of anyone entering the work area other than Blast it Clean personnel.
- In the event of a **job cancellation or termination**, Customer will pay all direct costs incurred.
- **Dry Ice container(s)**, if on site, must not be opened by anyone other than Blast it Clean personnel.
- **Properly cleaned.** Blast it Clean will produce a "Properly cleaned surface", as described herein. Unless otherwise specified the surface described shall be cleaned on a time and material basis. All contractual work is job and item specific. In no case shall Blast it Clean be responsible for "Damage Caused By Others" or "Latent Damage or Defects" as described in the Definitions and Standards section of this proposal.
- **Damage** caused by others and latent damage will be re-cleaned by Blast it Clean to the level directed by the Customer on a time & material basis.
- **Job Site Inspection.** The Customer will have one designated person, on the jobsite, as the point of contact throughout the project (job contact person). This person will have authority and responsibility to make final judgments and determinations on the project and will make periodic work inspections. If the job contact person does not give written instructions or fails to make decisions or periodic inspections, the parties agree that Blast it Clean is hereby authorized to make said decisions and inspections, including but not limited to time and cost extensions.
- **Level of Clean-ability.** Materials and coatings can and will vary as to the adhesion and clean-ability. The price is based upon limited information and assumptions that coating thickness and types will not vary significantly. Blast it Clean will, if requested by customer, set-up and clean a sample section. If the process does not remove materials to Customer's satisfaction, the job may be terminated without incurring additional charges. The job is not expected to vary significantly from this estimate. However, should and extension of time, personnel, equipment or supplies be required, the job contact person will be authorized by the Customer to approve additional costs incurred. Blast it Clean will not be held accountable for strikes, accidents, acts of nature or any other delays beyond its means to control.
- **Mediation:** All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Proposal, including but not limited to breach thereof, shall be referred to mediation before, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. All mediation, arbitration or legal actions shall be held in Johnson County, Kansas, except as otherwise agreed by the parties.

Definitions and Standards:

Media - The material that is blasted or propelled through equipment to produce the cleaning or stripping process.

Containment - Sealing or partially sealing an area in an attempt to keep materials from escaping the work area.

Envelope - The unit that surrounds the work area and becomes the containment.

Negative Airflow - The process of evacuating air from a space while restricting the air inlets into the space whereby creating resulting in a negative air pressure within the space.

Properly Cleaned Surface - A blasted surface that is uniform in appearance and texture, and complete in terms of areas specified for cleaning. In order to determine whether a surface is properly cleaned, it shall be examined without magnification at a distance of 36 inches or 3 feet.

Damage - Abuse or injury to a surface that would blemish its appearance or impair its usefulness or value.

Damage Caused By Others - Damage caused by individuals other than those employed by Blast-it-Clean.

Latent Damage or Defects - Damage to surfaces beyond the control of Blast-it-Clean. This damage is caused by conditions not apparent at the time of initial cleaning.

Customer Initials. **Damage Waiver:** Blast It Clean works to prevent damage to surfaces that are blast cleaned. When dealing with thin metals and delicate surfaces there is a risk of damage. Blast It Clean shall not be responsible for damage resulting from abrasive blasting. Customer is allowed and encouraged to be present during cleaning/stripping process to direct and approve desired results.

Containment Selection:

- *No Containment.*
- *Open Containment* - The direct area in which the cleaning is being done either has a floor type surface that will accumulate the spent media and stripped material or a tarp will be placed on the ground to capture settled materials.

- **Closed Containment** - The area that is being cleaned is enclosed in an attempt to seal the work area. This method will have minimal leakage.
- **Closed Containment With Negative Air Flow Control** - Under this methodology the area is sealed and a negative airflow pressure is created to evacuate dust and media from the work space while the blasting process is underway.
- **Closed Containment x 2 With Negative Airflow Control** - With this method the work area is contained with two separate envelopes. Inside the first envelope a negative pressured airflow system is utilized to control the media and dust flow. An outer containment system then wraps the first envelope of containment with a second envelope. Under this system the airflow containment system is located inside the second envelope. If a malfunction of the filtration system in the first envelope occurs, the second envelope should contain much of the dust and material.
- **Portable Open Air Containment** - This system places a large movable vacuum funnel under the blasting area. Though this system does not capture all of the dust and media, it will eliminate much of the area dusting that takes place with no containment.

The Society for Protective Coatings (SSPC) Surface Preparation Standards

- 5.1 SSPC-SP1, "Solvent Cleaning" – Removal of all detrimental foreign matter such as oil, grease, dirt, soil, salts, drawing and cutting compounds, and other contaminants from steel surfaces by use of solvents, emulsions, cleaning compounds, steam or other similar materials and methods which involve a solvent or cleaning action
- 5.5 SSPC-SP5/NACE No.1, "White Metal Blast Cleaning" – Removal of all mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels. A White Metal Blast Cleaned Surface Finish is defined as a surface with a gray-white, uniform metallic color, slightly roughened to form a suitable anchor pattern for coatings. The surface, when viewed without magnification, shall be free of all oil, grease, dirt, visible mill scale, rust, corrosion products, oxides, paint, or any other foreign matter.
- 5.6 SSPC-SP6/NACE No.3, "Commercial Blast Cleaning" – Removal of mill scale, rust, rust scale, paint or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree specified. A Commercial Blast Cleaned Finish is defined as one from which all oil, grease, dirt, rust scale and foreign matter have been completely removed from the surface and all rust, mill scale and old paint have been completely removed except for slight shadows, streaks, or discoloration caused by rust stain, mill scale oxides or slight, tight residues of paint or coating that may remain; if the surface is pitted, slight residues of rust or paint may be found in the bottom of pits; at least two-thirds of each square inch of surface area shall be free of all visible residues and the remainder shall be limited to the light discoloration, slight staining or tight residues mentioned above.
- 5.7 SSPC-SP7/NACE No.4, "Brush Off Blast Cleaning" – Removal of loose mill scale, loose rust, and loose paint, to the degree hereafter specified, by the impact of abrasives propelled through nozzles or by centrifugal wheels. It is not intended that the surface shall be free of all mill scale, rust, and paint. The remaining mill scale, rust, and paint should be tight and the surface should be sufficiently abraded to provide good adhesion and bonding of paint. A Brush-Off Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, rust scale, loose mill scale, loose rust and loose paint or coatings are removed completely but tight mill scale and tightly adhered rust, paint and coatings are permitted to remain provided that all mill scale and rust have been exposed to the abrasive blast pattern sufficiently to expose numerous flecks of the underlying metal fairly uniformly distributed over the entire surface.
- 5.10 SSPC-SP10/NACE No.2, "Near-White Blast Cleaning" – Removal of nearly all mill scale, rust, rust scale, paint, or foreign matter by the use of abrasives propelled through nozzles or by centrifugal wheels, to the degree hereafter specified. A Near-White Blast Cleaned Surface Finish is defined as one from which all oil, grease, dirt, mill scale, rust, corrosion products, oxides, paint or other foreign matter have been completely removed from the surface except for very light shadows, very slight streaks or slight discoloration's caused by rust stain, mill scale oxide, or light, tight, residues of paint or coating that may remain. At least 95 percent of each square inch of surface area shall be free of all visible residues, and the remainder shall be limited to the light discoloration mentioned above.
- 5.11 SSPC-SP11, "Power tool Cleaning to Bare Metal" – Metallic surfaces which 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 portion of pits if the original surface is pitted. When painting is specified, the surface shall be roughened to a degree suitable for the specified paint system. The surface profile shall not be less than 1 mil (25 microns)
- 5.13 SSPC-SP13/NACE No.6, "Surface Preparation of Concrete" – 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.
- 5.14 SSPC-SP14/NACE No.8, "Industrial Blast Cleaning" – Uses abrasives propelled through nozzles or by centrifugal wheels to remove mill scale, rust, paint, and other foreign matter. Traces of tightly adherent rust, mill scale, or previously applied paint may remain on 10% of each 3-in x 3- in surface areas. Cleaned surface must be roughened to impart a profile suitable for the coating system.
- 5.15 Dry Ice Cleaning Process, This process utilizes custom dry ice blasting equipment in conjunction with specially formulated high density dry ice pellets to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.

- 5.16 Fire Restoration Process, This process utilizes either Baking Soda Cleaning , corn Cob Cleaning or Dry Ice Cleaning to remove the soot and chare residue from the fire. We utilize the "White Rag Test" to verify that we have achieved the desired level of cleaning. If the rag can be rubbed across the cleaned surface and no discoloration is on the rag, the surface is deemed clean. There are some times when the fire is hot enough that it permanently discolors the wood or underlying surface. In these cases we are able to remove all of the soot and char, but the surface may still appear darker than the surrounding areas.
- 5.17 Graffiti Removal, There are several different applications that can be used for the removal of graffiti. When dealing with concrete, brick, stone and other similar surfaces either baking soda removal or chemical removal is the methods to be utilized. When removing graffiti from painted metal surfaces or glas the chemical removal option is the recommended method.
- 5.18 Pressure Washing, In this application pressure washing equipment will be utilized to achieve the desired surface finish. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.19 Baking Soda Cleaning, This process utilizes custom baking soda blasting equipment in conjunction with specially formulated baking soda crystals to perform the cleaning. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the beginning of the project to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.
- 5.20 Torbo Blast Cleaning, This process utilizes the Torbo Blast wet abrasive blasting system. The Torbo Blaster is able to utilize any type of blast media that is heavier than water. This equipment is able to achieve various levels of cleaning that are project specific. A test section will be cleaned upon arrival to the job site. The customer or customers representative must be on site at the this time to review and sign off that the level of cleaning we are able to achieve meets or exceeds the parameters of the project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2023

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

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

PRODUCER Selby-Granger Insurance LLC 114 W Main St Neosho MO 64850		CONTACT NAME: Chris Woody PHONE (A/C, No, Ext): (913) 341-4448 FAX (A/C, No): E-MAIL ADDRESS: cwoody@thewoodyinsurancegroup.com	
INSURED Envirolitics Inc DBA Blast-It-Clean 7800 E 12TH ST KANSAS CITY MO 64126-2375		INSURER(S) AFFORDING COVERAGE INSURER A: KINSALE INSURANCE COMPANY INSURER B: KINSALE INSURANCE COMPANY INSURER C: PROGRESSIVE INSURER D: MISSOURI EMPLOYERS MUTUAL INSURER E: INSURER F:	
		NAIC # 38920J	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			03515041	11/21/2022	11/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			963954461	12/05/2022	12/05/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			0100215914-0	11/21/2022	11/21/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	MEM2029105	11/21/2022	11/21/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Chris Woody



Safety Data Sheet

Issue Date 14-Aug-2018

Revision Date 13-Aug-2018

Revision Number 10

1. IDENTIFICATION

Product identifier

Product Code F161-00WHA
Product Name TNEME-FASCURE TNEMEC WHITE

Other means of identification

Common Name SERIES 161, PART A
UN/ID no. 1263
Synonyms None

Recommended use of the chemical and restrictions on use

Recommended Use industrial paint.
Uses advised against Consumer use, For professional use only. Not for residential use.

Details of the supplier of the safety data sheet

Manufacturer Address

Tnemec Company, Inc. 6800 Corporate Drive, Kansas City, MO 64120-1372 816-474-3400

Distributor

Tnemec Company, Inc. 86 Boul, des Entreprises, Ste. 203, Boisbriand, Quebec Canada J7G 2T3

Emergency telephone number

Company Phone Number Tnemec Regulatory Dept: 816-474-3400
24 Hour Emergency Phone Number 800-535-5053 (Infotrac)

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Acute toxicity - Oral	Category 4
Acute toxicity - Inhalation (Dusts/Mists)	Category 4
Skin corrosion/irritation	Category 2
Serious eye damage/eye irritation	Category 1
Skin sensitization	Category 1
Carcinogenicity	Category 2
Reproductive Toxicity	Category 2
Specific target organ toxicity (single exposure)	Category 3
Specific target organ toxicity (repeated exposure)	Category 1
Flammable Liquids	Category 3

Label elements

EMERGENCY OVERVIEW

Danger

Hazard statements

Causes skin irritation
Causes serious eye damage
May cause an allergic skin reaction
Suspected of causing cancer
Suspected of damaging fertility or the unborn child

May cause respiratory irritation. May cause drowsiness or dizziness
 Causes damage to organs through prolonged or repeated exposure
 Flammable liquid and vapor



Appearance opaque

Physical state liquid

Odor aromatic

Precautionary Statements

Prevention

Obtain special instructions before use
 Do not handle until all safety precautions have been read and understood
 Use personal protective equipment as required
 Wash face, hands and any exposed skin thoroughly after handling
 Do not eat, drink or smoke when using this product
 Use only outdoors or in a well-ventilated area
 Contaminated work clothing should not be allowed out of the workplace
 Wear protective gloves
 Do not breathe dust/fume/gas/mist/vapors/spray
 Keep away from heat/sparks/open flames/hot surfaces. — No smoking
 Keep container tightly closed
 Ground/bond container and receiving equipment
 Use only non-sparking tools
 Take precautionary measures against static discharge
 Keep cool
 Use explosion-proof electrical/ventilating/lighting/equipment

Response

IF exposed or concerned: Get medical advice/attention
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 Immediately call a POISON CENTER or doctor/physician
 If skin irritation or rash occurs: Get medical advice/attention
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 Wash contaminated clothing before reuse
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
 IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell
 Rinse mouth
 In case of fire: Use CO₂, dry chemical, or foam for extinction

Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed
 Keep away from children

Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)

Other information

Harmful to aquatic life with long lasting effects

SEE SAFETY DATA SHEET

Acute Toxicity

14.67243787 % of the mixture consists of ingredient(s) of unknown toxicity.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%
BARIUM SULFATE (TOTAL DUST)	7727-43-7	10 - <30%
TITANIUM DIOXIDE (TOTAL DUST)	13463-67-7	10 - <30%
TALC (RESPIRABLE DUST)	14807-96-6	10 - <30%
XYLENE	1330-20-7	1 - <10%
N-BUTANOL (SKIN)	71-36-3	1 - <10%
MODIFIED ALIPHATIC AMINE	90-72-2	1 - <10%
ETHYLBENZENE	100-41-4	1 - <10%
AMORPHOUS SILICA	7631-86-9	1 - <10%
ETHYL BENZENE	100-41-4	1 - <10%
TRIETHYLENE TETRAMINE	112-24-3	0.1 - <1%
BENZENE, 1,3-DIMETHYL	108-38-3	0.1 - <1%

*The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of first aid measures

General advice	If symptoms persist, call a physician.
Eye contact	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Call a physician immediately.
Skin contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Consult a physician.
Inhalation	Remove to fresh air. Oxygen or artificial respiration if needed.
Ingestion	If swallowed, do not induce vomiting. Get medical attention immediately.
Self-protection of the first aider	Use personal protective equipment. Avoid contact with eyes, skin and clothing.

Most important symptoms and effects, both acute and delayed

Notes to physician	Treat symptomatically.
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5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Carbon dioxide. Foam. Dry chemical.

Unsuitable extinguishing media Water.

Specific hazards arising from the chemical

Thermal decomposition can lead to release of irritating gases and vapours. In the event of fire and/or explosion do not breathe fumes.

Hazardous combustion products Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon dioxide. Hydrocarbons. Aldehydes. Oxides of nitrogen.

Protective equipment and precautions for firefighters

Use water spray to cool unopened containers. In the event of fire, wear self-contained breathing apparatus. Keep away from heat/sparks/open flames/hot surfaces. MAY CAUSE HEAT AND PRESSURE BUILD-UP IN CLOSED CONTAINERS. Solvent vapors are heavier than air and may spread along floors. Flash back possible over considerable distance.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions Avoid contact with eyes, skin and clothing. Use personal protective equipment. Remove all sources of ignition.

Environmental Precautions

Environmental precautions Prevent further leakage or spillage if safe to do so. Do not flush into surface water or sanitary sewer system.

Methods and material for containment and cleaning up

Methods for containment Remove all sources of ignition. Spills may be collected with inert, absorbent material for proper disposal. Use non-sparking tools, protective gloves, goggles and clothing, adequate ventilation, avoid the breathing of vapors and use respiratory protective devices. Transfer absorbent material to suitable containers for proper disposal.

Methods for cleaning up If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

7. HANDLING AND STORAGE

Precautions for safe handling

Handling Close container after each use. Avoid contact with eyes, skin and clothing. Do not eat, drink or smoke when using this product. If splashes are likely to occur, wear goggles. Wear protective gloves/clothing. Do not burn, or use a cutting torch on, the empty drum. When used in a mixture, read the labels and safety data sheets of all components. Wash thoroughly after handling.

Conditions for safe storage, including any incompatibilities

Storage Keep container tightly closed in a dry and well-ventilated place. Keep away from heat, sparks and flame. Keep out of the reach of children.

Incompatible products Strong oxidizing agents. Acids. Water, alcohols, amines, strong bases, metal components, surface active materials.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters**Exposure guidelines**

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
BARIUM SULFATE (TOTAL DUST) 7727-43-7	TWA: 5 mg/m ³	TWA: 10 mg/m ³ TWA: 5 mg/m ³ TWA: 15 mg/m ³	
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7	TWA: 10 mg/m ³	TWA: 10 mg/m ³ TWA: 15 mg/m ³	5000 mg/m ³
TALC (RESPIRABLE DUST) 14807-96-6	TWA: 2 mg/m ³	TWA: 2 mg/m ³	1000 mg/m ³
XYLENE 1330-20-7	TWA: 100 ppm STEL: 150 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 150 ppm STEL: 655 mg/m ³	
N-BUTANOL (SKIN) 71-36-3	TWA: 20 ppm	Skin Ceiling: 50 ppm Ceiling: 150 mg/m ³	1400 ppm

		TWA: 100 ppm TWA: 300 mg/m ³	
ETHYLBENZENE 100-41-4	TWA: 20 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 125 ppm STEL: 545 mg/m ³	800 ppm
AMORPHOUS SILICA 7631-86-9	-	TWA: 6 mg/m ³	3000 mg/m ³
ETHYL BENZENE 100-41-4	TWA: 20 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 125 ppm STEL: 545 mg/m ³	800 ppm
BENZENE, 1,3-DIMETHYL 108-38-3	TWA: 100 ppm STEL: 150 ppm	-	900 ppm

Appropriate engineering controls**Engineering measures**

Sufficient ventilation, in volume and pattern, should be provided through both local and general exhaust to keep the air contaminant concentration below current applicable OSHA Permissible Exposure Limits (PEL) and ACGIH's Threshold Limit Values (TLV).
Appropriate ventilation should be employed to remove hazardous decomposition products formed during welding or flame cutting operations of surfaces coated with this product.

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

Use chemical resistant splash type goggles. If splashes are likely to occur, wear face-shield.

Skin and body protection

Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact.

Respiratory protection

Use only with adequate ventilation. Do not breathe vapors, spray mist, or dust. Ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor/mist or dust levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH/MSHA approved) during and after application. Follow respirator manufacturer's directions for respirator use.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice.
Avoid breathing dust created by cutting, sanding, or grinding.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical state	liquid	Odor	aromatic
Appearance	opaque	Odor threshold	No information available
Color	No information available		
Property	Values	Remarks	
pH			
Melting point / freezing point	No data available		
Boiling point / boiling range	116 °C / 241.0 °F		
Flash point	28 °C / 82.0 °F	Seta closed cup	
Evaporation rate			
Flammability (solid, gas)	No data available		
Flammability Limit in Air			
Upper flammability limit	N/A		
Lower flammability limit	1.0		
Vapor pressure			
Vapor density			
Specific gravity	1.66978	g/cm ³	

Water solubility	Insoluble in cold water
Solubility in other solvents	
Partition coefficient: n-octanol/water	
Autoignition temperature	No data available
Decomposition temperature	
Kinematic viscosity	
Dynamic viscosity	875 centipoises approx

Other Information

Density	13.92593 lbs/gal
Volatile organic compounds (VOC) content	2.95926 lbs/gal
Total volatiles weight percent	21.25 %
Total volatiles volume percent	42.11 %
Bulk density	No information available

10. STABILITY AND REACTIVITY**Reactivity**

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Conditions to avoid

Heat, flames and sparks. Epoxy constituents.

Incompatible materials

Strong oxidizing agents, Acids, Water, alcohols, amines, strong bases, metal components, surface active materials

Hazardous decomposition products

Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon oxides. Hydrocarbons. Aldehydes. Oxides of nitrogen.

11. TOXICOLOGICAL INFORMATION**Information on Likely Routes of Exposure**

Inhalation	May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination.
Eye contact	Causes serious eye irritation.
Skin contact	Irritating to skin. May cause sensitization of susceptible persons.
Ingestion	Harmful if swallowed.

Chemical name	LD50 Oral	LD50 Dermal	LC50 Inhalation
BARIUM SULFATE (TOTAL DUST) 7727-43-7	= 307000 mg/kg (Rat)	-	-
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7	> 10000 mg/kg (Rat)	-	-
XYLENE 1330-20-7	= 3500 mg/kg (Rat)	> 1700 mg/kg (Rabbit) > 4350 mg/kg (Rabbit)	= 29.08 mg/L (Rat) 4 h = 5000 ppm (Rat) 4 h
N-BUTANOL (SKIN) 71-36-3	= 700 mg/kg (Rat) = 790 mg/kg (Rat)	= 3400 mg/kg (Rabbit) = 3402 mg/kg (Rabbit)	> 8000 ppm (Rat) 4 h
MODIFIED ALIPHATIC AMINE	= 1200 mg/kg (Rat)	= 1280 mg/kg (Rat)	-

90-72-2			
ETHYLBENZENE 100-41-4	= 3500 mg/kg (Rat)	= 15400 mg/kg (Rabbit)	= 17.4 mg/L (Rat) 4 h
AMORPHOUS SILICA 7631-86-9	= 7900 mg/kg (Rat)	> 2000 mg/kg (Rabbit)	> 2.2 mg/L (Rat) 1 h
ETHYL BENZENE 100-41-4	= 3500 mg/kg (Rat)	= 15400 mg/kg (Rabbit)	= 17.4 mg/L (Rat) 4 h
TRIETHYLENE TETRAMINE 112-24-3	= 2500 mg/kg (Rat)	= 550 mg/kg (Rabbit)	-
BENZENE, 1,3-DIMETHYL 108-38-3	= 5 g/kg (Rat)	= 12.18 g/kg (Rabbit) = 14100 μL/kg (Rabbit)	= 5984 ppm (Rat) 6 h

Information on toxicological effects**Symptoms**

Symptoms of overexposure may be headache, dizziness, tiredness, nausea and vomiting.
Eye Damage. Skin disorders.

Delayed and immediate effects as well as chronic effects from short and long-term exposure**Corrosivity**

May be corrosive to metals.

Sensitization

May cause sensitization of susceptible persons.

Mutagenicity

No information available.

Carcinogenicity

The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical name	ACGIH	IARC	NTP	OSHA
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7		Group 2B	-	X
TALC (RESPIRABLE DUST) 14807-96-6		Group 2B Group 3	-	
XYLENE 1330-20-7		Group 3	-	
ETHYLBENZENE 100-41-4	A3	Group 2B	-	X
AMORPHOUS SILICA 7631-86-9		Group 1 Group 3	Known	
ETHYL BENZENE 100-41-4	A3	Group 2B	-	X
BENZENE, 1,3-DIMETHYL 108-38-3		Group 3	-	

Reproductive effects

Suspected of damaging fertility or the unborn child.

STOT - single exposure

Eyes, Skin, Central Nervous System (CNS)

STOT - repeated exposure

Causes damage to organs through prolonged or repeated exposure

Target organ effects

Central nervous system, Central Vascular System (CVS), Eyes, Lungs, respiratory system,
Skin, blood, Gastrointestinal tract, kidney, liver.

Aspiration hazard

No information available.

Acute Toxicity

14.67243787 % of the mixture consists of ingredient(s) of unknown toxicity.

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Harmful to aquatic life with long lasting effects

16.58983 % of the mixture consists of components(s) of unknown hazards to the aquatic environment

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia
TALC (RESPIRABLE DUST) 14807-96-6		100: 96 h Brachydanio rerio g/L LC50 semi-static	
XYLENE 1330-20-7		LC50= 13.4 mg/L Pimephales promelas 96 h LC50 2.661 - 4.093 mg/L Oncorhynchus mykiss 96 h LC50 13.5 - 17.3 mg/L Oncorhynchus mykiss 96 h LC50 13.1 - 16.5 mg/L Lepomis macrochirus 96 h LC50= 19 mg/L	EC50 = 3.82 mg/L 48 h LC50 = 0.6 mg/L 48 h

		Lepomis macrochirus 96 h LC50 7.711 - 9.591 mg/L Lepomis macrochirus 96 h LC50 23.53 - 29.97 mg/L Pimephales promelas 96 h LC50= 780 mg/L Cyprinus carpio 96 h LC50> 780 mg/L Cyprinus carpio 96 h LC50 30.26 - 40.75 mg/L Poecilia reticulata 96 h	
N-BUTANOL (SKIN) 71-36-3	500: 72 h Desmodesmus subspicatus mg/L EC50 500: 96 h Desmodesmus subspicatus mg/L EC50	1730 - 1910: 96 h Pimephales promelas mg/L LC50 static 100000 - 500000: 96 h Lepomis macrochirus µg/L LC50 static 1740: 96 h Pimephales promelas mg/L LC50 flow-through 1910000: 96 h Pimephales promelas µg/L LC50 static	1897 - 2072: 48 h Daphnia magna mg/L EC50 Static 1983: 48 h Daphnia magna mg/L EC50
ETHYLBENZENE 100-41-4	4.6: 72 h Pseudokirchneriella subcapitata mg/L EC50 438: 96 h Pseudokirchneriella subcapitata mg/L EC50 2.6 - 11.3: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 1.7 - 7.6: 96 h Pseudokirchneriella subcapitata mg/L EC50 static	11.0 - 18.0: 96 h Oncorhynchus mykiss mg/L LC50 static 9.1 - 15.6: 96 h Pimephales promelas mg/L LC50 static 32: 96 h Lepomis macrochirus mg/L LC50 static 9.6: 96 h Poecilia reticulata mg/L LC50 static 7.55 - 11: 96 h Pimephales promelas mg/L LC50 flow-through 4.2: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	1.8 - 2.4: 48 h Daphnia magna mg/L EC50
AMORPHOUS SILICA 7631-86-9	440: 72 h Pseudokirchneriella subcapitata mg/L EC50	5000: 96 h Brachydanio rerio mg/L LC50 static	7600: 48 h Ceriodaphnia dubia mg/L EC50
ETHYL BENZENE 100-41-4	4.6: 72 h Pseudokirchneriella subcapitata mg/L EC50 438: 96 h Pseudokirchneriella subcapitata mg/L EC50 2.6 - 11.3: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 1.7 - 7.6: 96 h Pseudokirchneriella subcapitata mg/L EC50 static	11.0 - 18.0: 96 h Oncorhynchus mykiss mg/L LC50 static 9.1 - 15.6: 96 h Pimephales promelas mg/L LC50 static 32: 96 h Lepomis macrochirus mg/L LC50 static 9.6: 96 h Poecilia reticulata mg/L LC50 static 7.55 - 11: 96 h Pimephales promelas mg/L LC50 flow-through 4.2: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	1.8 - 2.4: 48 h Daphnia magna mg/L EC50
TRIETHYLENE TETRAMINE 112-24-3	2.5: 72 h Desmodesmus subspicatus mg/L EC50 20: 72 h Pseudokirchneriella subcapitata mg/L EC50 3.7: 96 h Pseudokirchneriella subcapitata mg/L EC50	570: 96 h Poecilia reticulata mg/L LC50 semi-static 495: 96 h Pimephales promelas mg/L LC50	31.1: 48 h Daphnia magna mg/L EC50
BENZENE, 1,3-DIMETHYL 108-38-3	4.9: 72 h Pseudokirchneriella subcapitata mg/L EC50 static	14.3 - 18: 96 h Pimephales promelas mg/L LC50 flow-through 8.4: 96 h Oncorhynchus mykiss mg/L LC50 semi-static 12.9: 96 h Poecilia reticulata mg/L LC50 semi-static	2.81 - 5.0: 48 h Daphnia magna mg/L EC50 Static

Persistence and degradability

No information available.

Bioaccumulation

No information available.

Mobility in Environmental Media

Chemical name	log Pow
XYLENE 1330-20-7	2.77
N-BUTANOL (SKIN) 71-36-3	0.785
MODIFIED ALIPHATIC AMINE 90-72-2	0.219
ETHYLBENZENE 100-41-4	3.2

ETHYL BENZENE 100-41-4	3.118
TRIETHYLENE TETRAMINE 112-24-3	-1.4
BENZENE, 1,3-DIMETHYL 108-38-3	3.2

Other Adverse Effects

No information available

13. DISPOSAL CONSIDERATIONS**Waste treatment methods****Disposal Methods**

Keep container tightly closed. If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal.

US EPA Waste Number

Chemical name	RCRA	RCRA - Basis for Listing	RCRA - D Series Wastes	RCRA - U Series Wastes
XYLENE 1330-20-7		Included in waste stream: F039		U239
N-BUTANOL (SKIN) 71-36-3		Included in waste stream: F039		U031
ETHYLBENZENE 100-41-4		Included in waste stream: F039		
ETHYL BENZENE 100-41-4		Included in waste stream: F039		

California Hazardous Waste Status

Chemical name	CAWAST
XYLENE 1330-20-7	Toxic Ignitable
N-BUTANOL (SKIN) 71-36-3	Toxic
ETHYLBENZENE 100-41-4	Toxic Ignitable
ETHYL BENZENE 100-41-4	Toxic Ignitable

14. TRANSPORT INFORMATION**DOT**

UN/ID no. 1263
 Proper Shipping Name PAINT
 Hazard Class 3
 Packing Group III
 Emergency Response Guide Number 128

Additional information

Call TNAMEC Traffic Department - 816-474-3400 for additional information or other modes of Transportation.

15. REGULATORY INFORMATION

International Inventories

TSCA	Complies
DSL/NDL	Complies
EINECS/ELINCS	Does Not Comply
ENCS	Does Not Comply
IECSC	Complies
KECL	Complies
PICCS	Does Not Comply
AICS	Complies

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory

DSL/NDL - Canadian Domestic Substances List/Non-Domestic Substances List

EINECS/ELINCS - European Inventory of Existing Commercial Chemical Substances/EU List of Notified Chemical Substances

ENCS - Japan Existing and New Chemical Substances

IECSC - China Inventory of Existing Chemical Substances

KECL - Korean Existing and Evaluated Chemical Substances

PICCS - Philippines Inventory of Chemicals and Chemical Substances

AICS - Australian Inventory of Chemical Substances

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

Chemical name

HAPS Data

XYLENE

ETHYLBENZENE

ETHYL BENZENE

BENZENE, 1,3-DIMETHYL

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372:

Chemical name	SARA 313 - Threshold Values
BARIUM SULFATE (TOTAL DUST) - 7727-43-7	1.0
XYLENE - 1330-20-7	1.0
N-BUTANOL (SKIN) - 71-36-3	1.0
ETHYLBENZENE - 100-41-4	0.1
ETHYL BENZENE - 100-41-4	0.1
BENZENE, 1,3-DIMETHYL - 108-38-3	1.0

SARA 311/312 Hazardous**Categorization**

Acute Health Hazard	Yes
Chronic Health Hazard	Yes
Fire Hazard	Yes
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
XYLENE 1330-20-7	100 lb			X
ETHYLBENZENE 100-41-4	1000 lb	X	X	X
ETHYL BENZENE 100-41-4	1000 lb	X	X	X
BENZENE, 1,3-DIMETHYL 108-38-3				X

CERCLA

Chemical name	Hazardous Substances RQs	CERCLA EHS RQs	RQ
XYLENE 1330-20-7	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ

N-BUTANOL (SKIN) 71-36-3	5000 lb		RQ 5000 lb final RQ RQ 2270 kg final RQ
ETHYLBENZENE 100-41-4	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ
ETHYL BENZENE 100-41-4	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ
BENZENE, 1,3-DIMETHYL 108-38-3	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ

California Prop. 65

WARNING: This product can expose you to the following chemicals which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Chemical name	California Prop. 65
TITANIUM DIOXIDE (TOTAL DUST) - 13463-67-7	Carcinogen
ETHYLBENZENE - 100-41-4	Carcinogen
AMORPHOUS SILICA - 7631-86-9	Carcinogen
ETHYL BENZENE - 100-41-4	Carcinogen
BENZENE, 1,3-DIMETHYL - 108-38-3	*
BENZENE, 1,4-DIMETHYL - 106-42-3	*
BENZENE, 1,2-DIMETHYL - 95-47-6	*

California SCAQMD Rule 443

Contains Photochemically Reactive Solvent

State Right-to-Know

Chemical name	New Jersey	Massachusetts	Pennsylvania
BARIUM SULFATE (TOTAL DUST) 7727-43-7	X	X	X
TITANIUM DIOXIDE (TOTAL DUST) 13463-67-7	X	X	X
TALC (RESPIRABLE DUST) 14807-96-6	X	X	X
XYLENE 1330-20-7	X	X	X
N-BUTANOL (SKIN) 71-36-3	X	X	X
ETHYLBENZENE 100-41-4	X	X	X
AMORPHOUS SILICA 7631-86-9		X	X
ETHYL BENZENE 100-41-4	X	X	X
TRIETHYLENE TETRAMINE 112-24-3	X	X	X
BENZENE, 1,3-DIMETHYL 108-38-3	X	X	X

16. OTHER INFORMATION**NFPA**

**HMIS (Hazardous
Material Information
System)**

Health 3
Health 3*

Flammability 3
Flammability 3

Instability 1
Reactivity 1

Physical hazard *

Prepared By
Revision Date
Revision Summary
9 1 4 5 7 10 8 11 14 15 13

Tnemec Regulatory Dept: 816-474-3400
13-Aug-2018

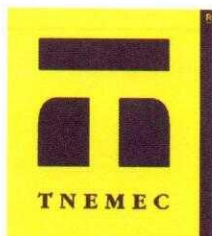
Disclaimer

For specific information regarding occupational safety and health standards, please refer to the Code of Federal Regulations, Title 29, Part 1910.

To the best of our knowledge, the information contained herein is accurate. However, neither the Tnemec Company or

any of its subsidiaries assume any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards which exist.

End of SDS



Safety Data Sheet

Issue Date 29-Aug-2018

Revision Date 15-Aug-2018

Revision Number 16

1. IDENTIFICATION

Product identifier

Product Code B066-0066B
Product Name 65/66/160/161 CONVERTER

Other means of identification

Common Name SERIES 66/161, PART B
UN/ID no. 1263
Synonyms None

Recommended use of the chemical and restrictions on use

Recommended Use industrial paint.
Uses advised against Consumer use, For professional use only. Not for residential use.

Details of the supplier of the safety data sheet

Manufacturer Address

Tnemec Company, Inc. 6800 Corporate Drive, Kansas City, MO 64120-1372 816-474-3400

Distributor

Tnemec Company, Inc. 86 Boul, des Entreprises, Ste. 203, Boisbriand, Quebec Canada J7G 2T3

Emergency telephone number

Company Phone Number Tnemec Regulatory Dept: 816-474-3400
24 Hour Emergency Phone Number 800-535-5053 (Infotrac)

2. HAZARDS IDENTIFICATION

Classification

OSHA Regulatory Status

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Serious eye damage/eye irritation	Category 2
Carcinogenicity	Category 2
Reproductive Toxicity	Category 1B
Specific target organ toxicity (single exposure)	Category 3
Specific target organ toxicity (repeated exposure)	Category 2
Flammable Liquids	Category 2

Label elements

EMERGENCY OVERVIEW

Danger

Hazard statements

Causes serious eye irritation
Suspected of causing cancer
May damage fertility or the unborn child
May cause respiratory irritation
May cause damage to organs through prolonged or repeated exposure
Highly flammable liquid and vapor

**Appearance** opaque**Physical state** liquid**Odor** Strong aromatic Petroleum distillates**Precautionary Statements****Prevention**

Obtain special instructions before use
 Do not handle until all safety precautions have been read and understood
 Use personal protective equipment as required
 Wash face, hands and any exposed skin thoroughly after handling
 Use only outdoors or in a well-ventilated area
 Do not breathe dust/fume/gas/mist/vapors/spray
 Keep away from heat/sparks/open flames/hot surfaces. — No smoking
 Keep container tightly closed
 Ground/bond container and receiving equipment
 Use only non-sparking tools
 Take precautionary measures against static discharge
 Keep cool
 Use explosion-proof electrical/ventilating/lighting/equipment

Response

IF exposed or concerned: Get medical advice/attention
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 If eye irritation persists: Get medical advice/attention
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
 In case of fire: Use CO₂, dry chemical, or foam for extinction

Storage

Store locked up
 Store in a well-ventilated place. Keep container tightly closed
 Keep away from children

Disposal

Dispose of contents/container to an approved waste disposal plant

Hazards not otherwise classified (HNOC)**Other information**

May be harmful in contact with skin
 Causes mild skin irritation
 Toxic to aquatic life with long lasting effects
 SEE SAFETY DATA SHEET
 Acute Toxicity

1.115E-05 % of the mixture consists of ingredient(s) of unknown toxicity.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%
TALC (RESPIRABLE DUST)	14807-96-6	30 - <60%
SOLID EPOXY RESIN	-	10 - <30%
METHYL ISOBUTYL KETONE	108-10-1	10 - <30%
EPOXY RESIN (LER)	25085-99-8	10 - <30%
XYLENE	1330-20-7	1 - <10%
ETHYL BENZENE	100-41-4	1 - <10%

BENZENE, 1,4-DIMETHYL	106-42-3	0.1 - <1%
BENZENE, 1,3-DIMETHYL	108-38-3	0.1 - <1%

*The exact percentage (concentration) of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of first aid measures

General advice	If symptoms persist, call a physician.
Eye contact	Rinse thoroughly with plenty of water for at least 15 minutes. If eye irritation persists, consult a specialist.
Skin contact	Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. Call a physician immediately.
Inhalation	Remove affected individual to fresh air. Treat symptomatically. If breathing is difficult, administer oxygen. If breathing has stopped give artificial respiration. Consult a physician.
Ingestion	If swallowed, do not induce vomiting. Get medical attention immediately.
Self-protection of the first aider	Use personal protective equipment. Avoid contact with eyes, skin and clothing.

Most important symptoms and effects, both acute and delayed

Notes to physician	Treat symptomatically.
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5. FIRE-FIGHTING MEASURES

Suitable extinguishing media

Carbon dioxide. Foam. Dry chemical.

Unsuitable extinguishing media Do not use a solid water stream as it may scatter and spread fire.

Specific hazards arising from the chemical

Thermal decomposition can lead to release of irritating gases and vapours In the event of fire and/or explosion do not breathe fumes

Hazardous combustion products Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon oxides. Aldehydes. Hydrocarbons.

Protective equipment and precautions for firefighters

Use water spray to cool unopened containers. In the event of fire, wear self-contained breathing apparatus. Keep away from heat/sparks/open flames/hot surfaces. MAY CAUSE HEAT AND PRESSURE BUILD-UP IN CLOSED CONTAINERS. Solvent vapors are heavier than air and may spread along floors. Flash back possible over considerable distance. As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal precautions	Avoid contact with eyes, skin and clothing. Use personal protective equipment. Remove all sources of ignition.
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Environmental Precautions

Environmental precautions	Prevent further leakage or spillage if safe to do so. Do not flush into surface water or sanitary sewer system.
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Methods and material for containment and cleaning up**Methods for containment**

Remove all sources of ignition. Spills may be collected with inert, absorbent material for proper disposal. Use non-sparking tools, protective gloves, goggles and clothing, adequate ventilation, avoid the breathing of vapors and use respiratory protective devices. Transfer absorbent material to suitable containers for proper disposal.

Methods for cleaning up

If spilled, contain spilled material and remove with inert absorbent. Dispose of contaminated absorbent, container and unused contents in accordance with local, state and federal regulations.

7. HANDLING AND STORAGE

Precautions for safe handling**Handling**

Close container after each use. Avoid contact with eyes, skin and clothing. Do not eat, drink or smoke when using this product. If splashes are likely to occur, wear goggles. Wear protective gloves/clothing. Do not burn, or use a cutting torch on, the empty drum. When used in a mixture, read the labels and safety data sheets of all components. Wash thoroughly after handling.

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

Store locked up. Keep container tightly closed in a dry and well-ventilated place. Keep out of the reach of children. Keep away from heat, sparks and flame. VAPORS MAY CAUSE FLASH FIRE. Use only in an area containing flame proof equipment. Extinguish all flames and pilot lights, and turn off stoves, heaters, electric motors and other sources of ignition during use and until all vapors are gone. Prevent build-up of vapors by opening all windows and doors to achieve cross ventilation.

Incompatible products

Incompatible with oxidizing agents. Bases. Acids. Amines.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters**Exposure guidelines**

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
TALC (RESPIRABLE DUST) 14807-96-6	TWA: 2 mg/m ³	TWA: 2 mg/m ³	1000 mg/m ³
METHYL ISOBUTYL KETONE 108-10-1	TWA: 20 ppm STEL: 75 ppm	TWA: 50 ppm TWA: 205 mg/m ³ STEL: 75 ppm STEL: 300 mg/m ³ TWA: 100 ppm TWA: 410 mg/m ³	500 ppm
XYLENE 1330-20-7	TWA: 100 ppm STEL: 150 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 150 ppm STEL: 655 mg/m ³	
ETHYL BENZENE 100-41-4	TWA: 20 ppm	TWA: 100 ppm TWA: 435 mg/m ³ STEL: 125 ppm STEL: 545 mg/m ³	800 ppm
BENZENE, 1,4-DIMETHYL 106-42-3	TWA: 100 ppm STEL: 150 ppm	-	900 ppm
BENZENE, 1,3-DIMETHYL 108-38-3	TWA: 100 ppm STEL: 150 ppm	-	900 ppm

NIOSH IDLH: Immediately Dangerous to Life or Health

Appropriate engineering controls**Engineering measures**

Sufficient ventilation, in volume and pattern, should be provided through both local and general exhaust to keep the air contaminant concentration below current applicable OSHA Permissible Exposure Limits (PEL) and ACGIH's Threshold Limit Values (TLV). Appropriate ventilation should be employed to remove hazardous decomposition products formed during welding or flame cutting operations of surfaces coated with this product.

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

Use chemical resistant splash type goggles. If splashes are likely to occur, wear face-shield.

Skin and body protection

Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact.

Respiratory protection

Use only with adequate ventilation. Do not breathe vapors, spray mist, or dust. Ensure fresh air entry during application and drying. If you experience eye watering, headache or dizziness or if air monitoring demonstrates vapor/mist or dust levels are above applicable limits, wear an appropriate, properly fitted respirator (NIOSH/MSHA approved) during and after application. Follow respirator manufacturer's directions for respirator use.

General hygiene considerations

Remove and wash contaminated clothing before re-use.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	liquid		
Appearance	opaque	Odor	Strong aromatic
Color	No information available	Odor threshold	Petroleum distillates
			No information available
Property	Values	Remarks	
pH			
Melting point / freezing point	No data available		
Boiling point / boiling range	114 °C / 237.0 °F		
Flash point	18 °C / 64.0 °F		
Evaporation rate		Pensky Martens - Closed Cup	
Flammability (solid, gas)	No data available		
Flammability Limit in Air		No data available	
Upper flammability limit	N/A		
Lower flammability limit	1.0		
Vapor pressure			
Vapor density			
Specific gravity	1.27974		g/cm3
Water solubility	Insoluble in cold water		
Solubility in other solvents			
Partition coefficient: n-octanol/water			
Autoignition temperature	No data available		
Decomposition temperature			
Kinematic viscosity			
Dynamic viscosity	600 centipoises		
Other Information			
Density	10.67307 lbs/gal		
Volatile organic compounds (VOC) content	2.89454 lbs/gal		
Total volatiles weight percent	27.12 %		
Total volatiles volume percent	42.01 %		
Bulk density	No information available		

10. STABILITY AND REACTIVITY

Reactivity

No data available

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Conditions to avoid

Heat, flames and sparks.

Incompatible materials

Incompatible with oxidizing agents, Bases, Acids, Amines

Hazardous decomposition products

Hazardous combustion products may include: A complex mixture of airborne solid and liquid particulates and gases (smoke). Carbon monoxide. Unidentified organic and inorganic compounds. Carbon oxides. Aldehydes. Hydrocarbons.

11. TOXICOLOGICAL INFORMATION

Information on Likely Routes of Exposure

Inhalation	MAY CAUSE DROWSINESS AND DIZZINESS. Inhalation of vapors in high concentration may cause irritation of respiratory system. May cause central nervous system depression with nausea, headache, dizziness, vomiting, and incoordination.
Eye contact	Causes serious eye irritation.
Skin contact	Irritating to skin. Repeated or prolonged skin contact may cause allergic reactions with susceptible persons.
Ingestion	Harmful if swallowed.

Chemical name	LD50 Oral	LD50 Dermal	LC50 Inhalation
METHYL ISOBUTYL KETONE 108-10-1	= 2080 mg/kg (Rat)	= 3000 mg/kg (Rabbit)	= 8.2 mg/L (Rat) 4 h
XYLENE 1330-20-7	= 3500 mg/kg (Rat)	> 1700 mg/kg (Rabbit) > 4350 mg/kg (Rabbit)	= 29.08 mg/L (Rat) 4 h = 5000 ppm (Rat) 4 h
ETHYL BENZENE 100-41-4	= 3500 mg/kg (Rat)	= 15400 mg/kg (Rabbit)	= 17.4 mg/L (Rat) 4 h
BENZENE, 1,4-DIMETHYL 106-42-3	= 4029 mg/kg (Rat)	-	= 4550 ppm (Rat) 4 h = 4740 ppm (Rat) 4 h
BENZENE, 1,3-DIMETHYL 108-38-3	= 5 g/kg (Rat)	= 12.18 g/kg (Rabbit) = 14100 µL/kg (Rabbit)	= 5984 ppm (Rat) 6 h

Information on toxicological effects

Symptoms Symptoms of overexposure are dizziness, headache, tiredness, nausea, unconsciousness, cessation of breathing. Serious eye damage/eye irritation.

Delayed and immediate effects as well as chronic effects from short and long-term exposure

Chronic Toxicity NOTICE: Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. May cause cancer. Substances known to impair fertility. Skin sensitizer.

Sensitization May cause sensitization of susceptible persons.

Mutagenicity No information available.

Carcinogenicity

The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical name	ACGIH	IARC	NTP	OSHA
TALC (RESPIRABLE DUST) 14807-96-6		Group 2B Group 3	-	
METHYL ISOBUTYL KETONE 108-10-1	A3	Group 2B	-	X
XYLENE 1330-20-7		Group 3	-	
ETHYL BENZENE 100-41-4	A3	Group 2B	-	X
BENZENE, 1,4-DIMETHYL 106-42-3		Group 3	-	
BENZENE, 1,3-DIMETHYL 108-38-3		Group 3	-	

ACGIH: (American Conference of Governmental Industrial Hygienists)

A3 - Animal Carcinogen

IARC: (International Agency for Research on Cancer)

Group 2B - Possibly Carcinogenic to Humans

OSHA: (Occupational Safety & Health Administration)

X - Present

Reproductive effects

May damage fertility or the unborn child.

STOT - single exposure

No information available

STOT - repeated exposure

Causes damage to organs through prolonged or repeated exposure

Target organ effects

Central nervous system, Central Vascular System (CVS), Eyes, kidney, liver, respiratory system, Skin, blood, Gastrointestinal tract.

Aspiration hazard

No information available.

Acute Toxicity

1.115E-05 % of the mixture consists of ingredient(s) of unknown toxicity.

The following values are calculated based on chapter 3.1 of the GHS document .

12. ECOLOGICAL INFORMATION**Ecotoxicity**

Toxic to aquatic life with long lasting effects

28.18454 % of the mixture consists of components(s) of unknown hazards to the aquatic environment

Chemical name	Toxicity to algae	Toxicity to fish	Toxicity to daphnia
TALC (RESPIRABLE DUST) 14807-96-6		100: 96 h Brachydanio rerio g/L LC50 semi-static	
METHYL ISOBUTYL KETONE 108-10-1	400: 96 h Pseudokirchneriella subcapitata mg/L EC50	496 - 514: 96 h Pimephales promelas mg/L LC50 flow-through	170: 48 h Daphnia magna mg/L EC50
EPOXY RESIN (LER) 25085-99-8	11 mg/L 72 hr	2 mg/L 96 hr Oncorhynchus mykiss	1.8 mg/L 48h
XYLENE 1330-20-7		LC50= 13.4 mg/L Pimephales promelas 96 h LC50 2.661 - 4.093 mg/L Oncorhynchus mykiss 96 h LC50 13.5 - 17.3 mg/L Oncorhynchus mykiss 96 h LC50 13.1 - 16.5 mg/L Lepomis macrochirus 96 h LC50= 19 mg/L Lepomis macrochirus 96 h LC50 7.711 - 9.591 mg/L Lepomis macrochirus 96 h LC50 23.53 - 29.97 mg/L Pimephales promelas 96 h LC50= 780 mg/L Cyprinus carpio 96 h LC50> 780 mg/L Cyprinus carpio 96 h LC50 30.26 - 40.75 mg/L Poecilia reticulata 96 h	EC50 = 3.82 mg/L 48 h LC50 = 0.6 mg/L 48 h
ETHYL BENZENE 100-41-4	4.6: 72 h Pseudokirchneriella subcapitata mg/L EC50 438: 96 h Pseudokirchneriella subcapitata mg/L EC50 2.6 - 11.3: 72 h Pseudokirchneriella subcapitata mg/L EC50 static 1.7 - 7.6: 96 h Pseudokirchneriella subcapitata	11.0 - 18.0: 96 h Oncorhynchus mykiss mg/L LC50 static 9.1 - 15.6: 96 h Pimephales promelas mg/L LC50 static 32: 96 h Lepomis macrochirus mg/L LC50 static 9.6: 96 h Poecilia reticulata mg/L LC50 static 7.55 - 11: 96 h Pimephales	1.8 - 2.4: 48 h Daphnia magna mg/L EC50

	mg/L EC50 static	promelas mg/L LC50 flow-through 4.2: 96 h Oncorhynchus mykiss mg/L LC50 semi-static	
BENZENE, 1,4-DIMETHYL 106-42-3	105.1: 3 h Chlorella vulgaris mg/L EC50 3.2: 72 h Pseudokirchneriella subcapitata mg/L EC50 static	7.2 - 9.9: 96 h Pimephales promelas mg/L LC50 static 2.6: 96 h Oncorhynchus mykiss mg/L LC50 8.8: 96 h Poecilia reticulata mg/L LC50 semi-static 2.6: 96 h Oncorhynchus mykiss mg/L LC50 static	3.55 - 6.31: 48 h Daphnia magna mg/L EC50 Static
BENZENE, 1,3-DIMETHYL 108-38-3	4.9: 72 h Pseudokirchneriella subcapitata mg/L EC50 static	14.3 - 18: 96 h Pimephales promelas mg/L LC50 flow-through 8.4: 96 h Oncorhynchus mykiss mg/L LC50 semi-static 12.9: 96 h Poecilia reticulata mg/L LC50 semi-static	2.81 - 5.0: 48 h Daphnia magna mg/L EC50 Static

Persistence and degradability

No information available.

Bioaccumulation

No information available.

Mobility in Environmental Media

Chemical name	log Pow
METHYL ISOBUTYL KETONE 108-10-1	1.19
EPOXY RESIN (LER) 25085-99-8	3
XYLENE 1330-20-7	2.77
ETHYL BENZENE 100-41-4	3.118
BENZENE, 1,4-DIMETHYL 106-42-3	3.15
BENZENE, 1,3-DIMETHYL 108-38-3	3.2

Other Adverse Effects

No information available

13. DISPOSAL CONSIDERATIONS**Waste treatment methods****Disposal Methods**

In accordance with local and national regulations. Should not be released into the environment.

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal.

Chemical name	RCRA	RCRA - Basis for Listing	RCRA - D Series Wastes	RCRA - U Series Wastes
METHYL ISOBUTYL KETONE 108-10-1		Included in waste stream: F039		U161
XYLENE 1330-20-7		Included in waste stream: F039		U239
ETHYL BENZENE 100-41-4		Included in waste stream: F039		
N-BUTANOL (SKIN) 71-36-3		Included in waste stream: F039		U031
FORMALDEHYDE 50-00-0	U122	Included in waste streams: K009, K010, K038, K040, K156, K157		U122

California Hazardous Waste Status

This product contains one or more substances that are listed with the State of California as a hazardous waste

Chemical name	CAWAST
XYLENE 1330-20-7	Toxic Ignitable
ETHYL BENZENE 100-41-4	Toxic Ignitable

14. TRANSPORT INFORMATION

DOT

UN/ID no. 1263
 Proper Shipping Name PAINT
 Hazard Class 3
 Packing Group II
 Emergency Response Guide Number 128

Additional information

Call TNEMEC Traffic Department - 816-474-3400 for additional information or other modes of Transportation.

15. REGULATORY INFORMATION

International Inventories

TSCA	Complies
DSL/NDSL	Complies
EINECS/ELINCS	Does Not Comply
ENCS	Does Not Comply
IECSC	Complies
KECL	Complies
PICCS	Complies
AICS	Complies

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
 DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
 EINECS/ELINCS - European Inventory of Existing Commercial Chemical Substances/EU List of Notified Chemical Substances
 ENCS - Japan Existing and New Chemical Substances
 IECSC - China Inventory of Existing Chemical Substances
 KECL - Korean Existing and Evaluated Chemical Substances
 PICCS - Philippines Inventory of Chemicals and Chemical Substances
 AICS - Australian Inventory of Chemical Substances

The following chemical(s) are listed as HAP under the U.S. Clean Air Act, Section 12 (40 CFR 61):

Chemical name	HAPS Data
METHYL ISOBUTYL KETONE	
XYLENE	
ETHYL BENZENE	
BENZENE, 1,4-DIMETHYL	
BENZENE, 1,3-DIMETHYL	

SARA 313

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and and Title 40n of the Code of Federal Regulations, Part 372:

Chemical name	SARA 313 - Threshold Values
METHYL ISOBUTYL KETONE - 108-10-1	1.0
XYLENE - 1330-20-7	1.0
ETHYL BENZENE - 100-41-4	0.1
BENZENE, 1,4-DIMETHYL - 106-42-3	1.0
BENZENE, 1,3-DIMETHYL - 108-38-3	1.0

SARA 311/312 Hazardous**Categorization**

Acute Health Hazard	Yes
Chronic Health Hazard	Yes
Fire Hazard	Yes
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

Clean Water Act

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
XYLENE 1330-20-7	100 lb			X
ETHYL BENZENE 100-41-4	1000 lb	X	X	X
BENZENE, 1,4-DIMETHYL 106-42-3				X
BENZENE, 1,3-DIMETHYL 108-38-3				X

Chemical name	Hazardous Substances RQs	CERCLA EHS RQs	RQ
METHYL ISOBUTYL KETONE 108-10-1	5000 lb		RQ 5000 lb final RQ RQ 2270 kg final RQ
XYLENE 1330-20-7	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ
ETHYL BENZENE 100-41-4	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ
BENZENE, 1,4-DIMETHYL 106-42-3	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ
BENZENE, 1,3-DIMETHYL 108-38-3	1000 lb		RQ 1000 lb final RQ RQ 454 kg final RQ

California Prop. 65

WARNING: This product can expose you to the following chemicals which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Chemical name	California Prop. 65
METHYL ISOBUTYL KETONE - 108-10-1	Carcinogen
ETHYL BENZENE - 100-41-4	Developmental
BENZENE, 1,3-DIMETHYL - 108-38-3	Carcinogen
BENZENE, 1,2-DIMETHYL - 95-47-6	*
FORMALDEHYDE - 50-00-0	Carcinogen

California SCAQMD Rule 443

Contains Photochemically Reactive Solvent

State Right-to-Know

Chemical name	New Jersey	Massachusetts	Pennsylvania
TALC (RESPIRABLE DUST) 14807-96-6	X	X	X
METHYL ISOBUTYL KETONE 108-10-1	X	X	X
XYLENE 1330-20-7	X	X	X
ETHYL BENZENE 100-41-4	X	X	X
BENZENE, 1,4-DIMETHYL 106-42-3	X	X	X
BENZENE, 1,3-DIMETHYL 108-38-3	X	X	X

16. OTHER INFORMATION

NFPA
HMIS (Hazardous
Material Information
System)

Health 2
Health 2*

Flammability 3
Flammability 3

Instability 1
Reactivity 1

Physical hazard *

Prepared By
Revision Date
Revision Summary
5 10 11 13 9 14 15

Themec Regulatory Dept: 816-474-3400
15-Aug-2018

Disclaimer

For specific information regarding occupational safety and health standards, please refer to the Code of Federal Regulations, Title 29, Part 1910.

To the best of our knowledge, the information contained herein is accurate. However, neither the Themec Company or any of its subsidiaries assume any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards which exist.

End of SDS



TNEME-FASCURE SERIES 161

PRODUCT PROFILE

GENERIC DESCRIPTION	Polyamide Epoxy
COMMON USAGE	Low temperature-cure, corrosion-resistant coating for protection against abrasion, immersion and mild chemical contact. Fast recoat at 75°F (24°C).
COLORS	Refer to Tnemec Color Guide. Note: Epoxies chalk with extended exposure to sunlight. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause yellowing to occur.
FINISH	Satin

COATING SYSTEM

SURFACER/FILLER/PATCHER	Series 215, 217, 218
PRIMERS	Steel: Self-priming or Series 1, 20, FC20, 37H, 66, L69, L69F, N69, N69F, V69, V69F, 90G-1K97, 90E-92, 90-97, H90-97, 90-98, 91-H2O, 94-H2O, 161, 394, V530 Galvanized Steel and Non-Ferrous Metal: Self-priming Concrete: Self-priming, Series 27WB, 201, 1254 CMU: 130, 1254 Drywall: 151-1051 for dry interior environments
TOPCOATS	Series 27WB, 30, 46H-413, 66, L69, L69F, N69, N69F, V69, V69F, 72, 73, 104, 113, 114, 118, 161, 262, 265, 290, 291, 740, 750, 1026, 1028, 1029, 1070, 1070V, 1071, 1071V, 1072, 1072V, 1074, 1074U, 1075, 1075U, 1077, 1078, 1078V, 1094, 1095, 1096, 1224. Note: A maximum recoat time may apply depending on the topcoat specified. Refer to the applicable topcoat product sheet for information on product specific maximum recoat times.

SURFACE PREPARATION

STEEL	Immersion Service: SSPC-SP10/NACE 2 Near-White Blast Cleaning or ISO Sa 2 1/2 Very Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Non-Immersion Service: SSPC-SP6/NACE 3 Commercial Blast Cleaning or ISO Sa 2 Thorough Blast Cleaning with a minimum angular anchor profile of 1.5 mils. Note: Commercial Blast Cleaning generally produces the best coating performance for this exposure. If conditions will not permit this, in moderate exposures Series 161 may be applied to SSPC-SP2 or SP3 Hand or Power Tool Cleaned surfaces (SSPC Rust Grade Condition C).
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Consult the latest version of Tnemec Technical Bulletin 10-78 or contact your Tnemec representative or Tnemec Technical Services.
CAST/DUCTILE IRON	All external surfaces of ductile iron pipe and fittings shall be delivered to the application facility without asphalt or any other protective lining on the exterior surface. All oils, small deposits of asphalt paint, grease, and soluble deposits should be removed and uniformly abrasive blasted using angular abrasive in accordance with NAF 500-03-04: External Pipe Surface condition. When viewed without magnification, the exterior surfaces shall be free of all visible dirt, dust, loose annealing oxide, rust, mold coating and other foreign matter. Any area where rust reappears before application shall be reblasted. The surface shall contain a minimum angular anchor profile of 1.5 mils (38.1 microns) (Reference NACE RP0287 or ASTM D 4417, Method C).
CONCRETE	Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" (moisture vapor transmission should not exceed three pounds per 1,000 square feet in a 24 hour period), F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes" (relative humidity should not exceed 80%), or D 4263 "Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method" (no moisture present). Prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Abrasive blast, shot-blast, water jet or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 2-3 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.
CMU	Allow mortar to cure for 28 days. Prepare in accordance with SSPC-SP13/NACE 6 to level protrusions and mortar spatter, and remove other contaminants.
PAINTED SURFACES	Non-Immersion Service: Ask your Tnemec representative for specific recommendations.
PRIMED SURFACES	Immersion Service: Scarify the Series 161 prime coat surface by abrasive-blasting with a fine abrasive before topcoating if: (a) the Series 161 has been exterior exposed for 60 days or longer and Series 46H-413, 66, L69, L69F, N69, N69F, V69, V69F or 161 is the specified topcoat; (b) the Series 161 prime coat has been exterior exposed for 14 days or longer and Series 104 is the specified topcoat; (c) the Series 161 prime coat has been exterior exposed for 7 days or longer and Series 262 or 265 is the specified topcoat.
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS	58.0 ± 2.0% (mixed) †
RECOMMENDED DFT	2.0 to 6.0 mils (50 to 150 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.

TNAME-FASCURE | SERIES 161

CURING TIME

Temperature	To Touch	To Handle	To Recoat	Immersion
75°F (24°C)	1 hour	2-3 hours	3-4 hours	3 days
65°F (18°C)	2 hours	4-5 hours	5-6 hours	4-5 days
55°F (13°C)	3-4 hours	6-8 hours	10-12 hours	6-7 days
45°F (7°C)	6-7 hours	12-14 hours	16-18 hours	9-10 days
35°F (2°C)	8-10 hours	16-18 hours	20-22 hours	12-14 days

Curing time varies with surface temperature, air movement, humidity and film thickness.

VOLATILE ORGANIC COMPOUNDS

Unthinned: 2.92 lbs/gallon (349 grams/litre)
Thinned 5%: 3.11 lbs/gallon (372 grams/litre)
Thinned 10%: 3.28 lbs/gallon (393 grams/litre) †

THEORETICAL COVERAGE

930 mil sq ft/gal (22.8 m²/L at 25 microns). See APPLICATION for coverage rates. †

NUMBER OF COMPONENTS

Two: Part A and Part B

PACKAGING

5 gallon (18.9 L) pails and 1 gallon (3.79 L) cans—Order in multiples of 2.

NET WEIGHT PER GALLON

12.50 ± 0.25 lbs (5.67 ± .11 kg) †

STORAGE TEMPERATURE

Minimum 20°F (-7°C) Maximum 110°F (43°C)

TEMPERATURE RESISTANCE

(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)

SHELF LIFE

Part A: 24 months; Part B: 12 months at recommended storage temperature.

FLASH POINT - SETA

Part A: 82°F (28°C) Part B: 64°F (18°C)

HEALTH & SAFETY

Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.

Keep out of the reach of children.

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested (1)	4.0 (100)	7.0 (180)	232 (21.6)
Minimum	2.0 (50)	3.5 (90)	465 (43.2)
Maximum	6.0 (150)	10.5 (265)	155 (14.4)

(1) Note: Roller or brush application may require two or more coats to obtain suggested film thickness. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components should be above 50°F (10°C) prior to mixing. For application to surfaces between 35°F to 50°F (2°C to 10°C), allow mixed material to stand thirty (30) minutes and restir before using. For optimum application properties, blended components should be above 60°F (16°C). **Note:** Mixing ratio is one to one by volume.

THINNING

Use No. 4 Thinner. For air spray, thin up to 10% or 3/4 pint (380 mL) per gallon. For airless spray, roller or brush, thin up to 5% or 1/4 pint (190 mL) per gallon.

POT LIFE

16 hours at 35°F (2°C) 2 hours at 75°F (24°C) 1/2 hour at 100°F (38°C)

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss MBC or JGA	E	765 or 78	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	50-80 psi (3.4-5.5 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	1800-3000 psi (124-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Note: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm to 12.7 mm) synthetic nap covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 135°F (57°C)

The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

† Values may vary with color.

TNEME-FASCURE | SERIES 161

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company, Inc. 6800 Corporate Drive Kansas City, Missouri 64120-1372 +1 816-483-3400 www.tnemec.com

REQUESTED COUNCIL MEETING DATE: March 14, 2023

ITEM: Purchase of Fire Department Truck

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Fire Department New Vehicle Purchase

PURPOSE:

The purpose of this agenda item is to purchase a replacement vehicle for the fire department.

BACKGROUND:

This vehicle will replace a 2006 Ford Expedition that is currently being used by the fire department. This vehicle has lived its service life with the fire department serving 2 previous fire chiefs and the current fire inspector. It has had multiple electrical issues and been to the shop to repair them multiple time. Each time the issue comes back. Earlier in it's life, it had been submerged in flood waters. We will use this vehicle for training, public education, and for business inspections. It was slated for replacement this year.

RECOMMENDATION:

Staff recommends replacing this vehicle with the new 2023 Chevrolet 1500 4x4 as submitted.

Date: 3/9/2023Salesperson: Joe YakopecManager: Joe Yakopec

FOR INTERNAL USE ONLY

CUSTOMER	<u>CITY OF NEOSHO</u>	Home Phone:
	<u>203 E MAIN ST</u>	
Address :	<u>NEOSHO, MO 64850</u>	Work Phone :
	<u>MO</u>	
E-Mail :	<u>ahouk@neoshomo.gov</u>	Cell Phone : <u>(417) 451-8021</u>

VEHICLE				
Stock # :	<u>73040</u>	New / Used :	<u>New</u>	VIN : <u>1GCRDAEK7PZ229874</u>
				Mileage:
Vehicle :	<u>2023 Chevrolet Silverado 1500</u>		Color : <u>Red Hot</u>	
Type :	<u>Work Truck 4x4 Double Cab 6.6 ft. b</u>			

TRADE IN			
Payoff :	VIN : <u>1FMPU16546LA79042</u>	Mileage: <u>82,054</u>	
Vehicle :	<u>2006 Ford Expedition</u>	Color : <u>Redfire Clearcoat Metallic [Red]</u>	
Type :			

Market Value Selling Price	37,635.00
Trade Allowance	2,500.00
Trade Difference	35,135.00
Doc Fee	125.00
Cash Deposit	.00
Balance	35,260.00

Customer Approval: _____ Management Approval: _____

By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.

REQUESTED COUNCIL MEETING DATE: March 14, 2023

ITEM: Bill No. 2023-123: Surplus FD Vehicle

ORIGINATING DEPARTMENT: Fire Department

ATTACHMENT:

1. Bill No. 2023-123 Surplus Fire Department Vehicle

PURPOSE:

The purpose of this agenda item is to surplus the 2006 Ford Expedition

BACKGROUND:

We are requesting this vehicle to be deemed surplus so we can move forward with purchasing a replacement . Griffiths is going to give us a trade in value amount that will be applied to the total cost of this vehicle. Griffith has offered us \$2500 trade in for the Expedition.

RECOMMENDATION:

Staff recommends this vehicle to be surplus.

AN ORDINANCE OF THE CITY OF NEOSHO, MISSOURI DECLARING CERTAIN PERSONAL PROPERTY AS SURPLUS; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, THE CITY OF NEOSHO HAS OBTAINED CERTAIN PERSONAL PROPERTY; AND

WHEREAS, THE CITY OF NEOSHO HAS DEEMED SAID PERSONAL PROPERTY TO BE SURPLUS AND NOT NECESSARY FOR FUTURE CITY NEEDS.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, AS FOLLOWS:

Section 1: That the City of Neosho, Missouri declares the following items of personal property to be surplus:

2006 Ford Expedition 4x4 VIN 1MFPU165462LA79042 Mileage 8208

Section 2. That the City Manager is hereby authorized to execute the appropriate documents on behalf of the City of Neosho.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____ 2023, by a vote of _____.

CITY OF NEOSHO

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

REQUESTED COUNCIL MEETING DATE: March 14, 2023

ITEM: Bill No. 2023-124: Golf Course Fees

ORIGINATING DEPARTMENT: Golf Course

ATTACHMENT:

**1. Bill No. 2023-124 amending Section 235.050 Fees at the Neosho Municipal Golf Course
Subsection C Annual Passes - 2023**

PURPOSE:

The purpose of this raise in the annual pass increase was to keep our course in line with other area courses, and to increase revenue due to the rising cost of running an 18 hole golf course.

BACKGROUND:

We are currently trying to get the golf course to a point where the course sustains itself without funding coming from other sources. We are also charging less for unlimited passes than other courses in the area. With raising the unlimited pass fees, we are hoping we can raise our bottom line, and continue to make needed improvements to the course, but still provide value to the unlimited pass holders.

RECOMMENDATION:

It is the recommendation of staff to raise the unlimited pass fees for the pass season starting April 1, 2023.

AN ORDINANCE amending Section 235.030 “Fees at the Neosho Municipal Golf Course,” subsection C, “Annual Passes.”

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That Section 235.030 “Fees at the Neosho Municipal Golf Course,” subsection C, “Annual Passes,” is amended to read as follows:

“C. Annual Passes.

1. The single annual pass fee shall be six hundred eighty-five [forty-five] dollars (\$685[45].00) per person per year. A single annual pass with unlimited cart use fee shall be one thousand four [three] hundred forty [fifty] dollars (\$1,440[350].00) per person per year.

2. A family annual pass (up to four (4) individuals) fee shall be one thousand five [four] hundred forty-five [fifty] dollars (\$1,545[450].00) per family per year. A family annual pass with one (1) unlimited cart use fee shall be one thousand seven [six] hundred sixty [fifty] dollars (\$1,760[650].00). A family annual pass with two (2) unlimited cart use fee shall be two thousand four [three] hundred fifty dollars (\$2,450[300].00). For purposes of this Section "family" is defined as a maximum of two (2) adults and dependent children residing at one (1) residence. "Dependent" has the same meaning as "dependent" under Federal Income Tax Law. A person shall not be considered a dependent under this Section unless the person was claimed as a dependent on their Federal Income Tax Filing for the most recent tax reporting period.

3. Senior citizen single annual pass fee shall be five hundred eighty-five [fifty] dollars (\$585[50].00) per person per year. A senior citizen annual pass with unlimited cart use fee shall be one thousand two [one] hundred twenty-five [fifty] dollars (\$1,225[150].00) per person per year. The season pass for senior citizens shall also be the season pass for active military and veterans.

4. A college student (ages nineteen (19) — twenty-two (22)) annual pass fee shall be two hundred dollars (\$200.00) per person per year. Qualifications for participation shall be set by the Golf Course Manager. ~~Director of the Parks and Recreation Department.~~

5. A junior (ages sixteen (16) — eighteen (18)) annual pass fee shall be one hundred forty dollars (\$140.00) per person per year. Qualifications for participation shall be set by the Director of the Parks and Recreation Department.

6. A twilight annual pass fee shall be three hundred dollars (\$300.00) per person per year. A twilight annual pass with one (1) unlimited cart use fee shall be six hundred dollars (\$600.00).

7. A trail annual pass shall be three hundred thirty dollars (\$330.00) per person per year.

8. All annual passes are non-transferable, are restricted to purchase name holder, and are not valid during tournament play. Payment for annual passes are due in full at time of purchase. Annual

passes are renewable April 1st of each year. Annual passes purchased after April 1st will be prorated to be renewable April 1st.”

Note: language which is **bold, underlined** has been added; language which is [~~bracketed, stricken~~] has been removed.

Section 2. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

Tyler DeWitt, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney