City of Redmond



Agenda

Tuesday, April 5, 2022

4:30 PM

City Hall: 15670 NE 85th Street; Remote: Facebook (@CityofRedmond), Redmond.gov/rctvlive, Comcast Ch. 21, Ziply Ch. 34, or 510-335-7371

Committee of the Whole - Planning and Public Works

Committee Members

Melissa Stuart, Presiding Officer
Jeralee Anderson
David Carson
Steve Fields
Jessica Forsythe
Varisha Khan
Vanessa Kritzer

AGENDA

ROLL CALL

1. Authorization of Community Attributes Inc. Contract CM 22-276

Attachment A: Consulting Services Agreement

Exhibits A, B and C – Scope, Schedule, and Budget

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, April 19th

2. Resolution Amending the Interlocal Agreement with A Regional Coalition for Housing (ARCH)

CM 22-277

Attachment A: Resolution

Exhibit 1 - Amendment No. 1 to ARCH Interlocal Agreement

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, April 19th

Acceptance of Transit-Oriented Development Implementation 3. Grant from the Washington State Department of Commerce

CM 22-286

Attachment A: TODI Grant Award Letter

Attachment B: Interlocal Agreement

Department: Planning and Community Development, 5 minutes

Requested Action: Consent, April 19th

4. Introduction to the Overlake Village Light Rail Station Agreements

CM 22-285

Attachment A: OVS O&M Agreement Memo

Exhibit A: OVS O&M

Exhibit B: OVS O&M General Maintenance Limits

Exhibit C: OVS Pedestrian Bridge Artwork Maintenance Information

Exhibit D: Overlake Pedestrian Bridge Artist Agreement Assignment First

Draft

Attachment B: OVS Transit Way Amendment Memo

Exhibit A: Redmond Transit Way Agreement Second Amendment

Exhibit B: Light Rail Alignment and Station Locations

Exhibit C: Project Plan and Profile Drawings

Department: Planning and Community Development/Public Works, 10 minutes

Requested Action: Consent, April 19th

5. Approve a 96-hour Full Closure of the Intersection of NE 24th Street and 152nd Avenue NE for the Construction of 152nd Main Street Project

CM 22-266

Attachment A: Presentation

Department: Public Works/Planning and Community Development, 5 minutes

Requested Action: Consent, April 19th

6. Bid Award, Agreement Supplement, and FEMA Grant for Fire

CM 22-274

Station 16 Seismic Upgrade Attachment A: Vicinity Map

Attachment B: Additional Project Information

Attachment C: Consultant Services Agreement Supplement 3 with Reid

Middleton

Department: Public Works, 5 minutes Requested Action: Consent, April 19th

7. Award of Bid for Targeted Equipment Upgrades at Lift CM 22-284 Stations 5, 6, 8, 11 and 15

Attachment A: Description and Cost Estimate

Attachment B: Vicinity Map

Department: Public Works, 5 minutes Requested Action: Consent, April 19th

8. Approval of the Round Two 2022 Tourism Fund Allocation for Matching Grants

CM 22-297

Attachment A: General Tourism and LTAC FAQ and Overview-2022

Attachment B: Grant Application Matrix

Attachment C: Presentation

Department: Planning and Community Development, 5 minutes

Requested Action: Staff Report, April 19th

9. Pavement Preservation Program Update

CM 22-275

Department: Public Works, 5 minutes

Requested Action: Study Session, May 10th



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the Whole - Planning and Public Works		File No. CM 22-276 Type: Committee Memo	
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	nd Public Works		
Planning and Community Development	Carol Helland	425-556-210	7
DEPARTMENT STAFF:			
	Jeff Churchill, AICP	Long Range Planning M	anager
Planning and Community Development	lan Lefcourte, AICP	Senior Planner	
Authorization of Community Attri OVERVIEW STATEMENT: Staff recommends that the Council auth Attributes Inc. in an amount not to exceed The City of Redmond solicited proposals provide professional services to support analyzing its Inclusionary Zoning (IZ) requidrafting associated regulatory updates. To maximize affordable housing production.	orize the Mayor to exect of \$100,000 in support of from qualified firms we Housing Action Plan imprements and Multifamily	implementing the 2021 Ho ith expertise in real estate plementation. Specifically, Housing Property Tax Exer	using Action Plan. and affordable housing to the City seeks assistance in mption (MFTE) program and
The contract with Community Attributes funded through a Washington State Depa			
☑ Additional Background Information	on/Description of Propo	sal Attached	
REQUESTED ACTION:			

REQUEST RATIONALE:

• Relevant Plans/Policies:

Comprehensive Plan Housing Element: provides a framework for housing goals, policies, and actions to address housing needs that advance the City's vision.

Housing Action Plan: identifies actions to complete to pursue the City's housing goals, including updating the City's IZ and MFTE programs.

Date: 4/5/2022 Meeting of: Committee of the Whole - Plann	ing and Public V	Vorks	File No. CM 22-276 Type: Committee Memo
 Required: N/A Council Request: N/A Other Key Facts: Consultant assistance is required to 	complete this H	ousing Action Pl	lan implementation action.
Specifically, the outcomes from this item inc of the City's current affordable housing pr	lude analysis of ograms on dev	current housing elopment feasi	ss on implementing the Housing Action Plan. development trends, quantifying the impact bility, and gathering developer stakeholder raft code language to update the City's IZ and
COMMUNITY/STAKEHOLDER OUTREACH AN	ND INVOLVEME	NT:	
 Timeline (previous or planned): The Washington State Department submitted by June 30, 2023. Outreach Methods and Results: Opportunity for input through Plann Feedback Summary: Any feedback provided will be summ 	ing Commission	and Council rev	
BUDGET IMPACT:			
Total Cost: \$100,000 funded through Washington State	Department of	Commerce gran	ıt.
Approved in current biennial budget:	☐ Yes	⊠ No	□ N/A
Budget Offer Number: 000248			
Budget Priority : Vibrant and Connected			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	□ Yes	⊠ No	□ N/A
Funding source(s): Washington State Department of Commerce	e Housing Action	ı Plan Implemen	tation Grant - \$100,000
Budget/Funding Constraints: The grant requires that final billing and close	out documents	must be submit	ted by June 30, 2023.
☐ Additional budget details attached			

5

Date: 4/5/2022 File No. CM 22-276

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Approve

Time Constraints:

The contract must be authorized for the City to begin working with the consultants.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the consultants will not have funds and thus be unable to begin the analysis to identify potential changes to the IZ and MFTE to maximize affordable housing production.

ATTACHMENTS:

Attachment A - HAPI Consulting Services Agreement, Non-Public Work Exhibits A, B, and C - Scope, Schedule, and Budget

PROJECT TITLE	EXHIBITS (List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)
CONTRACTOR	CITY OF REDMOND PROJECT ADMINISTRATOR (Name, address, phone #) City of Redmond
CONTRACTOR'S CONTACT INFORMATION (Name, address, phone #)	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE	MAXIMUM AMOUNT PAYABLE

page 2 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

- 1. <u>Retention of Consultant Scope of Work</u>. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.
- 2. <u>Completion of Work.</u> The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.
- 3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice

page 3 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. <u>Changes in Work.</u> The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

- A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.
- B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.
- C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.
- D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

page 4 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- 6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT.
- 7. <u>Independent Contractor</u>. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.
- 8. <u>Indemnity</u>. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:
- A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and
- B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.
- 9. <u>Insurance</u>. The CONSULTANT shall provide the following minimum insurance coverages:
- A. Worker's compensation and employer's liability insurance as required by the State of Washington;

page 5 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- B. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.
- C. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

- 10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.
- 11. <u>Notices</u>. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

page 6 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- 12. <u>Project Administrator</u>. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.
- 13. <u>Disputes</u>. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.
- 14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.
- 15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.
- 16. <u>Compliance and Governing Law</u>. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

page 7 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

- 17. <u>Subcontracting or Assignment</u>. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.
- 18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.
- 19. <u>Litigation</u>. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
- 20. <u>Taxes</u>. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.
- 21. <u>City Business License</u>. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.
- 22. <u>Entire Agreement</u>. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

page 8 – Consulting Services Agreement, Non-Public Work City of Redmond, standard form

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:	CITY OF REDMOND:
By:	Angela Birney, Mayor
Title:	DATED:
	ATTEST/AUTHENTICATED:
	City Clerk, City of Redmond
	APPROVED AS TO FORM:
	Office of the City Attorney

Exhibit A: Scope of Work Inclusionary Zoning & MFTE Updates

The scope of work identifies milestones and tasks to complete this project.

Task 1. Project Management

Community Attributes' project manager will execute this work in close collaboration with Redmond staff, as well as any partners and stakeholders identified for the project. At project kickoff, we will work with staff to confirm the schedule and deliverables and identify outside partners and stakeholders. We will stay in frequent communication with bi-weekly virtual meetings or check-in calls to detail progress and prepare for near term tasks.

1.1 Project Kickoff

Schedule and facilitate a virtual project kick-off meeting with Redmond staff, including the following:

- Facilitate introductions amongst the project team
- Review of project schedule and scope
- Identify desired project outcomes and staff or departmental priorities
- Establish project management protocols

1.2 Ongoing Project Management and Client Check-ins

Facilitate virtual biweekly project meetings to detail data collection strategies, monitor progress on deliverables, prepare for meetings and engagement, and address any needed scope refinements.

1.3 Three Large Team Meetings

Facilitate up to three (3) virtual large team project coordination meetings. These meetings will include City partners and stakeholders beyond staff, to be identified at the project kickoff meeting or thereafter.

Meetings: Kickoff Meeting (virtual); Bi-weekly Check-in Meetings (virtual); Three (3) Large Team Coordination Meetings (virtual).

Task 2. Landscape Assessment

In this task, CAI will develop a profile of Redmond's inclusionary zoning and MFTE programs, assessing performance, structure, and parameters. We will compare it to other programs and identify best practices.

2.1 Redmond IZ/MFTE Program Profile

Specific tasks will include:

- Overview of Washington state MFTE enabling legislation and summary of previous findings at the State level on the uptake of the MFTE program, including specific barriers, and inflection points.
- Summary performance of IZ/MFTE on the production of more deeply affordable units and identify the mix of products built with IZ/MFTE versus other programs.
- Profile of eligibility and parameters associated with both IZ and MFTE and the way in which MFTE is designed to buy down affordability from levels associated with the IZ program. Identify control levers – eligibility parameters that can be adjusted to improve uptake of the program – including those that may not currently exist, such as development type (stick-built versus 5-over-1 versus high-rise, etc.)

2.2 Comparative Assessment

Specific tasks will include:

- Development of a comparative matrix of other jurisdictions' IZ/MFTE programs, to identify programmatic "peers" and comparing eligibility, parameters and results.
- Preparation of an assessment of how Redmond's IZ and MFTE programs interact with other City development regulations, and with other state and federal programs and incentives.

2.3 Best Practices

Specific tasks will include:

- Identify and assess up to four (4) case studies of best practices in MFTE adoption and management, or of other successful tools that have been used to stimulate the production of deeply affordable housing units in Washington. Highlight any Washington jurisdictions identified in previous work that may be over-incentivizing affordable housing with implications for Redmond.
- Compile City staff suggestions for improvement of the program, including eligibility criteria, target areas, minimum unit thresholds, development agreements, and others. Document feedback that staff have already received from the development community.

Deliverables: Redmond IZ/MFTE Program Profile, Comparative Assessment, and Best Practices memo.

TASK 3. MARKET RESEARCH AND ANALYSIS

CAI will analyze the current, past and projected market conditions in Redmond and the region. The market analysis in this task will leverage public and proprietary data and stakeholder interviews. Market data collected will include rents, vacancy rates, capitalization rates, land sale values, HUD income and rent standards, and other data that vary by market area. These will serve as inputs into a series of financial feasibility models assessing program parameters in Task 4 and may inform segmentation of development products for modeling purposes.

3.1 Data Gathering & Evaluation Framework

Gather data from the City of Redmond, CoStar, Zillow, Building Journal, CBRE, NCREIF, American Housing Survey, HUD and other sources as necessary. Develop an outline of proposed analytics to share with City staff for modification, collaboration, and approval.

3.2 Market Analysis

Analyze the market conditions under which residential and mixed-use market rate and affordable housing would be built, summarizing any existing market impediments to IZ/MFTE participation. Assess how the market in Redmond compare to peers, evaluating recent trends and forecasts, as well as whether market rents support various projected development types.

3.3 Engage the Development Community

Conduct up to six (6) interviews with both for-profit and non-profit developers and other real estate industry stakeholders. Interviews will be used to supplement secondary research and financial feasibility modeling and to help more fully understand the market conditions for multifamily, mixed-use, and affordable housing development in Redmond. Work with the City to identify interviewees with a focus on individuals with development experience in Redmond and its peer communities.

Deliverables: Draft and Final Market Analysis memo.

Task 4. Feasibility Analysis & Assessment of Alternatives

CAI will test the sensitivity of the IZ/MFTE program to potential changes to eligibility criteria and programs parameters through financial feasibility modeling. CAI will assess other actions that could have an impact on the uptake and efficacy of these programs in Redmond going forward.

4.1 Eligibility & Parameter Alternatives & Evaluation Framework

Identify the parameters for testing, such as minimum number of units or specified affordability levels. Build a series of models to test variation of these parameters. CAI will work with City staff to identify up to five (5) development prototypes across a range of densities. Each prototype will be tested using the models developed.

4.2 Development Feasibility Analysis

Complete modeling to estimate the rates of return or residual land value generated for each prototype. The analysis will be designed to illustrate realistic market and development conditions, and will compare inclusionary zoning projects, 8-year and 12-year MFTE projects, as well as a baseline non-MFTE scenario. CAI will tabulate and summarize the outputs of the modeling and identify key findings and implications for policy development.

4.3 Cost Benefit Discussion or Qualitative Assessment of Other Actions

Provide a qualitative and comparative assessment of other actions proposed by the City:

- Consider developing education and adding code clarifications about how the IZ and MFTE programs can be used jointly, including examples demonstrating program application.
- Consider reconfiguring IZ.
- Consider reconfiguring MFTE. For example, expanding the areas where MFTE incentives could be used.
- Consider the use of an approach wherein the City identifies general performance requirements, and a developer chooses from a menu of corresponding incentives.

Deliverables: Feasibility Analysis Summary and Assessment of Other Actions (Programmatic Feasibility Report)

Task 5. Drafting & Preparation of Regulatory Updates

5.1 Draft Regulatory Updates & Supporting Materials

Lead the development of updates to adopted development regulations, including the drafting of revised code. Develop educational materials to communicate proposed changes and their implementation, and other community engagement materials as needed. As part of this effort, it is anticipated that CAI will reengage the development community (or specific stakeholders as identified by City staff) through up to four (4) interviews or one (1) focus group, to obtain input into potential changes to IZ and MFTE regulations.

5.2 Support City in Drafting Final Ordinance & Support Adoption Process

Support the City in taking the draft regulatory updates developed in Task 5.1 and translating them into a final ordinance suitable for adoption. During the adoption process, CAI will attend up to four (4) relevant Planning Commission or City Council meetings and will serve as an expert witness as necessary for the adoption process.

5.3 Package and Transmit Materials to Commerce

Deliver all materials required by the Department of Commerce to the City of Redmond in formats suitable for transmission and will support the City in managing its reporting requirements.

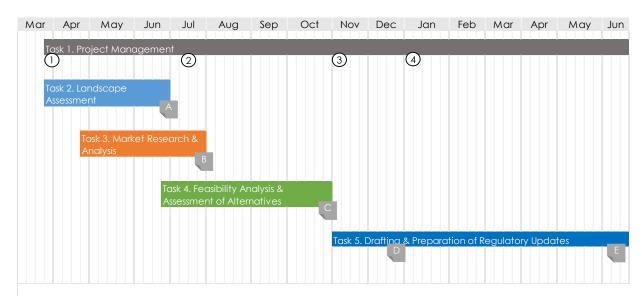
Deliverables: Draft of regulatory updates and supporting materials; community engagement and educational materials. Final ordinance and supporting materials amending inclusionary zoning and MFTE regulations.

EXHIBITS B and C: PROJECT SCHEDULE AND BUDGET

CAI will complete all tasks and deliverables in time for the City to deliver all final materials to the Washington State Department of Commerce by June 15, 2023. CAI can complete the above work plan for an estimated budget of \$90,000. The work plan includes \$10,000 of contingency funds, for a grand total budget not to exceed **\$100,000**.

Task	Budget
Task 1. Project Management	\$16,000
Task 2. Landscape Assessment	\$16,000
Task 3. Market Research & Analysis	\$16,000
Task 4. Feasibility Analysis & Assessment of Alternatives	\$23,000
Task 5. Drafting & Preparation of Regulatory Updates	\$19,000
Contingency	\$10,000
Total	\$100,000

A working draft project schedule follows, assuming a notice-to-proceed in late March, 2022.





REQUEST RATIONALE:

City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the Whole - Planning and Public Works		;	File No. CM 2 Type: Commit	
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	and Public Works			
Planning and Community Development	Carol V. Helland	43	25-556-2107]
DEPARTMENT STAFF:				
Planning and Community Development	lan Lefcourte, AICP	Senior Plann	er	7
Planning and Community Development	Jeff Churchill, AICP	Planning Ma	nager	7
TITLE: Resolution Amending the Interloo	cal Agreement with	A Regional Co	palition for Housi	ng (ARCH)
OVERVIEW STATEMENT: Staff recommends that the City Council contemporary and inclusive language recommendations to the ARCH Executive	elated to the name and			
The ARCH ILA establishes the purpose, s in 2010 and has since been renewed at Board (CAB) that advises the ARCH Execu	five-year intervals. Amo	ong other things,	the ILA establishes a	
The CAB creates opportunities to brinaffordable housing, while also increasing the ARCH Executive Board Chair brough Board," and make other minor modificate recruitment of more diverse membersh vote of the ARCH Executive Board. The member jurisdictions before taking effections	g education and awaren t forward a proposal to ations that would give t ip to the CAB. The reco recommended amendme	ess of housing is amend the nam the Executive Bo mmended amen	sues in the commun e of the CAB to "Cor ard greater opportui dment was approved	ity. In November, mmunity Advisory nities to facilitate I by a unanimous
☑ Additional Background Informat	ion/Description of Prop	osal Attached		
REQUESTED ACTION:				
☐ Receive Information	☑ Provide Direction	☐ Appro	ove	

Date: 4/5/2022 Meeting of: Committee of the Whole - Planni	ng and Public V	Vorks	File No. C Type: Con	M 22-277 nmittee Memo
 Relevant Plans/Policies: The Comprehensive Plan Housing E address housing needs that advance the funding of affordable housing. Required: 	the City's visio	n. Policy HO-4 c	alls for cooperation wit	h ARCH and others ir
Council approval from ARCH memberCouncil Request:N/A	r jurisdictions is	s required to am	end the interlocal agree	ement.
 Other Key Facts: N/A 				
OUTCOMES: Amendments of the ARCH interlocal agreeme	ent to sections	· 1 2 7 and 8]	he amendments in sec	tions 1 2 7 and 8 o
the ARCH ILA would create more inclusive lar				
COMMUNITY/STAKEHOLDER OUTREACH AN	D INVOLVEME	<u>NT</u> :		
 Timeline (previous or planned): ARCH Executive Board Discussions 20 Outreach Methods and Results:)21-2022.			
N/A				
 Feedback Summary: N/A 				
BUDGET IMPACT:				
Total Cost: No costs other than staff time that is funded	in the budget a	s noted below.		
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A	
Budget Offer Number: 000248				
Budget Priority:				
Vibrant and Connected				
Other budget impacts or additional costs: If yes, explain: N/A	□ Yes	⊠ No	□ N/A	
Funding source(s): General Fund				

Date: 4/5/2022 File No. CM 22-277

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

Budget/Funding Constraints:

N/A

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Approve

Time Constraints:

None.

ANTICIPATED RESULT IF NOT APPROVED:

ARCH Interlocal Agreement would not be amended to update the "Citizen Advisory Board" language to more contemporary and inclusive language.

ATTACHMENTS:

Attachment A - Resolution for Amendment No. 1 to ARCH Interlocal Agreement Exhibit 1 - Amendment No. 1 to ARCH Interlocal Agreement

ATTACHMENT A

CITY OF REDMOND RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AUTHORIZING AMENDMENT NO. 1 TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR ARCH - A REGIONAL COALITION FOR HOUSING (DATED JULY 1, 2010) TO (1) CHANGE THE NAME OF THE CITIZEN ADVISORY BOARD TO THE COMMUNITY ADVISORY BOARD, (2) TO TEMPORARILY ALLOW UP TO FOUR ADDITIONAL MEMBERS TO SERVE ON THE ADVISORY BOARD IN ORDER TO ENHANCE THE DIVERSITY OF AND THE BREADTH OF SKILLS AND EXPERIENCE ON SAID BOARD, AND (3) TO REVISE LANGUAGE THROUGHOUT THE AGREEMENT CONSISTENT WITH THESE CHANGES

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Executive Board has recommended that the City of Redmond approve amendments to the ARCH Interlocal Agreement; and

WHEREAS, the City Council has reviewed the recommended changes to the ARCH Interlocal Agreement and desires to approve the changes.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The Mayor or Mayor's designee is hereby authorized to execute Amendment No. 1 to the Amended and Restated Interlocal Agreement for ARCH - A Regional Coalition for Housing

Page 1 of 2 Resolution No. _____AM No. ____

24

ATTACHMENT A

(dated July 1, 2010), set forth in E	xhibit 1 attached hereto and
incorporated herein by this reference	e as if set forth in full.
ADOPTED by the Redmond City Co	ouncil this day of
, 2022.	
	APPROVED:
	minovad.
	ANGELA BIRNEY, MAYOR
	incolni bilani, inioa
ATTEST:	
1111101.	
CHERYL XANTHOS, MMC, CITY CLERK	(SEAL)
FILED WITH THE CITY CLERK:	
PASSED BY THE CITY COUNCIL:	
RESOLUTION NO:	

Page 2 of 2

Resolution No. ____

AM No. ____

Exhibit 1

Amendment No. 1

To

Amended and Restated Interlocal Agreement for ARCH

A Regional Coalition for Housing

WHEREAS, the Cities of Bellevue, Kirkland, Redmond, Bothell, Woodinville, Issaquah, Mercer Island, Newcastle, Beaux Arts, Clyde Hill, Hunts Point, Medina, Yarrow Point, Kenmore and Sammamish, municipal corporations organized under the laws of the State of Washington, and King County, a subdivision of state government (the "Parties"), entered into an Amended and Restated Interlocal Agreement for ARCH, a Regional Coalition for Housing, pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, and effective as of July 1, 2010 ("Amended and Restated Agreement"); and

WHEREAS, the Parties wish to amend the Amended and Restated Agreement to adopt more contemporary and inclusive language related to the name and makeup of the advisory board providing advice and recommendations to the ARCH Executive Board while also helping increase the diversity and breadth of skills and experience serving on such advisory board over time.

NOW, THEREFORE, the Parties to the Amended and Restated Agreement do hereby agree to this Amendment No. 1 as follows:

Section 1 is amended to read as follows:

1. <u>PURPOSE</u>. All Parties to this Agreement have responsibility for local and regional planning for the provision of housing affordable to people that work and/or live in East King County. The Parties desire to act cooperatively to formulate affordable housing goals and policies and to foster efforts to provide affordable housing by combining public funding with private-sector resources. The Parties further intend that this interlocal agreement serve as a legal framework for all communities within the ARCH sphere of influence (See Exhibit A) to cooperate in planning for and providing affordable housing; the Parties therefore encourage other cities in East King County to join the Parties in this endeavor.

Section 2 is amended to read as follows:

2. <u>STRUCTURE</u>. To accomplish the purposes of this Agreement, the Parties hereby create a joint and cooperative undertaking responsible for administering the activities described herein, to be called A Regional Coalition for Housing ("ARCH"). ARCH shall be governed by an Executive Board composed of members as provided for in section 4.a of this Agreement. The Executive Board shall constitute a "joint board" as that term is used in RCW 39.34.030(4). The Executive Board shall be assisted by an administrative staff and by a Community Advisory Board.

Section 4.d(10) is amended to read as follows:

(10) appoint Community Advisory Board Members;

Exhibit 1

Section 7 is amended to read as follows:

COMMUNITY ADVISORY BOARD. A Community Advisory Board is hereby created to provide advice and recommendations to the Executive Board on land and/or money resource allocation for affordable housing projects and to provide public relations and educational outreach services. The Community Advisory Board shall consist of not more than fifteen (15) and not less than twelve (12) community members; provided, however that the size of such board may be temporarily increased by the Executive Board through the appointment of up to an additional four (4) members in order to enhance such board diversity and breadth of skills and experience; provided further, that such additional temporary appointments may continue to serve on such board as standing members over time through attrition, thereby eventually reducing the size of the board back to not more than fifteen (15) and not less than twelve (12) members. The Executive Board shall appoint members to the Community Advisory Board. Community members appointed to the Community Advisory Board must have a knowledge and understanding of affordable housing and be committed to the furtherance of affordable housing on the Eastside. Appointments shall be for a four-year term with service limited to a total of two consecutive terms. The Executive Board shall adopt procedures for the convening and administration of the Community Advisory Board. A community member may be removed from the Community Advisory Board by the Executive Board with or without cause upon a majority vote of membership of the Executive Board.

Section 8 is amended to read as follows:

- 8. MEETINGS OF THE COMMUNITY ADVISORY BOARD.
 - a. <u>Frequency</u>. The Community Advisory Board shall meet as often as it deems necessary, but not less than quarterly.
 - b. Quorum. A quorum at any meeting of the Community Advisory Board shall consist of the Board members who represent a simple majority of the Board's membership, including any temporary appointments made pursuant to Section 7.
 - c. <u>Action</u>. No action may be taken except at a meeting where a quorum exists. Action by the Community Advisory Board requires an affirmative vote by a majority of those members attending a Board meeting where a quorum exists. No action shall be taken except at a meeting open to the public.

This Amendment No. 1 to the Amended and Restated Interlocal Agreement for ARCH shall be effective when approved in accordance with Section 16 of the Agreement and may be executed in counterparts in accordance with Section 28 of the Agreement.

Exhibit 1

Approved and executed this day of	, 202
Name of Party:	Approved as to form
By:	City Attorney



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the Whole - Planning and Public Works		6	File No. CM 22-286 Type: Committee Memo		
TO: Committee of the Whole - Planning and FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	l Public Works				
Planning and Community Development	Carol V. Helland	425-55	6-2107]	
DEPARTMENT STAFF:					
Planning and Community Development	Jeff Churchill	Planning Manage	r]	
Planning and Community Development	Beckye Frey	Principal Planner]	
The City of Redmond has been awarded a facilitate the adoption and implementation 1. Reimburse the City for planning wor rail stations; and, 2. Expand community outreach and environmental impact statement (E	of transit-oriented dek as part of Redmonder	evelopment (TOD). The d 2050 to implement 1 BIPOC and underrep	e grant funds will FOD around Redr presented group	be used to: mond's four light os for the draft	
☑ Additional Background Information	n/Description of Prop	osal Attached			
REQUESTED ACTION:					
☐ Receive Information	Provide Direction	☐ Approve			

REQUEST RATIONALE:

• Relevant Plans/Policies:

Redmond Comprehensive Plan policies PI-1 and PI-5 concerning community outreach and engagement; Redmond 2050 Phase 1 Community Involvement Plan.

Required:

WAC 365-196-600 requires "early and continuous public participation in the development and amendment of comprehensive plans and development regulations."

• Council Request:

n/a

Date: 4/5/2022 File No. CM 22-286

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

Other Key Facts:

The 2021 the state legislature appropriated \$2.5 million for grants to cities to facilitate transit-oriented development that leverages investments in high-capacity transit systems and plans for high-density residential development near transit. Eligible activities include the preparation of an environmental impact statement (EIS), planned action ordinances, subarea plans, infill exemptions, and costs of local code adoption and implementation of plan and code updates, all of which are currently underway as part of Redmond 2050.

OUTCOMES:

This grant will reimburse the City for \$220,000 of work being completed under the existing BERK contract including:

- SEPA Research & Document Creation
 - SEPA draft & final EIS
 - Community engagement on EIS and development of preferred alternative, including outreach to BIPOC and traditionally underrepresented community members
 - Overlake Planned Action
- Policy & Regulatory Updates
 - o Urban Centers Element updates to implement TOD
 - Overlake Neighborhood Plan addendum
 - o Redmond Zoning Code updates to implement TOD in the Overlake Metro Center
 - Land Use and Zoning Map revisions

Upon acceptance of this grant, city staff will prepare a contract amendment for BERK to add \$30,000 for community outreach with BIPOC and underrepresented groups to fund additional engagement, including translation and interpretation. The contract amendment will be funded through this grant.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

Redmond 2050 outreach activities are ongoing, consistent with the Redmond 2050 Phase 1 Community Involvement Plan. The additional outreach activities funded through this grant would begin in Q2 2022.

• Outreach Methods and Results:

- Redmond 2050 website
- Let's Connect
- Press release
- Social media
- Emails to City eNews, Redmond 2050, and Park & Recreation lists
- Emails to partner organizations
- Community workshops and open houses
- Stakeholder and focus group input
- Board & Commission meetings
- Tents and tables and community events and around the community
- Translation and transcreation of materials
- Community Advisory and Technical Advisory Committee input
- Videos

Feedback Summary:

n/a

Date: 4/5/2022	File No. CM 22-286
Meeting of: Committee of the Whole - Planning and Public Works	Type: Committee Memo

BUDGET IMPACT:

Time Constraints:

n/a

Total Cost:

\$4,535,222 is the total appropriation to the Community and Economic Development offer and is where most staff expenses related to Redmond 2050 are budgeted. A portion of this budget offer is for consultant contracts that the Council authorized with IBI Group for visioning (\$190,000) and BERK for State Environmental Policy Act analysis (\$290,000) and BERK for the Climate Vulnerability Assessment (\$125,000).

This grant will reimburse the City for \$220,000 of work being completed under the BERK contract for SEPA. A contract amendment for \$30,000 of additional community outreach with BIPOC and underrepresented groups will be processed upon acceptance of this grant.

	•				
Approved in cui	rrent biennial budget:	⊠ Yes	□ No	□ N/A	
Budget Offer No 000250 Commu	umber: nity and Economic Developm	nent			
Budget Priority : Vibrant and Con					
Other budget in If yes, explain: n/a	npacts or additional costs:	☐ Yes	⊠ No	□ N/A	
Funding source(General Fund	(s):				
Budget/Funding Grant deliverabl	g Constraints: les are due by June 2023				
	nal budget details attached				
COUNCIL REVIE	<u>w</u> :				
Previous Contac				T	
Date	Meeting			Requested Action	
n/a	Item has not been prese	Item has not been presented to Council		N/A	
Proposed Upcor	ming Contact(s)				
Date	Meeting			Requested Action	
4/19/2022	Business Meeting			Approve	

City of Redmond Page 3 of 4 Printed on 4/1/2022

Date: 4/5/2022 File No. CM 22-286

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

ANTICIPATED RESULT IF NOT APPROVED:

The grant includes expanded funding for community engagement and translation, transcreation, and interpreter costs. If not approved, the existing BERK contract would not be modified and engagement would occur at a lesser level than what could be delivered with the grant funding.

ATTACHMENTS:

Attachment A: TODI Grant Award Letter from Department of Commerce Attachment B: Draft Interagency Agreement for TODI Grant Scope of Work



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000 www.commerce.wa.gov

October 28, 2021

City of Redmond 15670 NE 85th St PO Box 97010 Redmond, WA 98073-9710 Delivered via Email to mayor@redmond.gov

RE: Transit Oriented Development and Implementation Grant

Dear Mayor Birney,

I am pleased to inform you that the City of Redmond has been awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program. The 2021 Legislature created this grant program to facilitate transit-oriented development and leverage investment in public transportation services, plan for increased housing development within transit-rich areas, and conduct pre-development environmental review to streamline construction.

These funds come from the state capital budget, meaning that we encourage your project to be complete by June of 2023, however Commerce will request a re-appropriation of the funding, so that contracts with unfinished work may be able to complete in the 2023-25 biennium.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2021, the beginning of the 2021-23 Biennium.

Anne Fritzel, our GMS housing programs manager will be in touch with you in November to develop the contract and answer any questions you may have. Anne can be reached at anne.fritzel@commerce.wa.gov or 360-259-5216.

Sincerely,

Dave Andersen, AICP Managing Director

Growth Management Services

cc: Beckey Frey, Principal Planner

Angela Birney, Mayor

Gloria Hulskamp, Capital and Grant Analyst

Kirsten Larsen, Senior Planner

Anne Fritzel, Housing Programs Manager, Growth Management Services



Interagency Agreement with

City of Redmond

through

Growth Management Services
Local Government Division
Washington State Department of Commerce

For

Transit-Oriented Development Implementation (TODI) Grant to establish a new planned action for two light rail stations in the Overlake Neighborhood and study an infill exemption ordinance or planned action approach for the Downtown and Marymoor light rail station areas.

C+2	-	a		+~:
SLa	IL	u	а	LE.

Date of Execution

TABLE OF CONTENTS

Special Ter	ms and Conditions	
1.	Authority	1
2.	Contract Management	1
3.	Compensation	1
4.	Billing Procedures and Payment	
5.	Insurance	
6.	Subcontractor Data Collection	2
7.	Order of Precedence	2
General Te	rms and Conditions	
1.	Definitions	3
2.	All Writings Contained Herein	3
3.	Amendments	
4.	Assignment	3
5.	Confidentiality and Safeguarding of Information	
6.	Copyright	
7.	Disputes	4
8.	Governing Law and Venue	4
9.	Indemnification	5
10.	Licensing, Accreditation and Registration	5
11.	Recapture	5
12.	Records Maintenance	5
13.	Savings	5
14.	Severability	5
15.	Subcontracting	5
16.	Survival	6
17.	Termination for Cause	6
18.	Termination for Convenience	6
19.	Termination Procedures	6
20.	Treatment of Assets	7
21.	Waiver	7

Attachment A, Scope of Work Attachment B, Budget

Attachment B

FACE SHEET

Contract Number: 22-96721-007

Washington State Department of Commerce Local Government Division Growth Management Services Transit-Oriented Development Implementation (TODI) Grant

	2. Contractor Do	oing Business As	(option	(al)
	N/A			
3. Contractor Representative		Representative		
Beckye Frey Principal Planner 425.556.2750 bfrey@redmond.gov		kirsten.larsen@commerce.wa.gov Senior Planner 360.280.0320 kirsten.larsen@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525		
6. Funding Source		7. Start Date		8. End Date
Federal: ☐ State: ☑ Other:	□ N/A: □ Date of Execution		on	6/30/2025 contingent on reappropriation, 6/30/23 if not reappropriated
able) Federal Agency:		CFDA Nu	<u>mber</u>	
NA		NA		
11. SWV #	12. UBI #		13. D	UNS #
SWV0003729-10	176-000-016		NA	
ats and have executed this Contra thts and obligations of both partie	act on the date belows to this Contract	ow and warrant that are governed by	ney are this Co	authorized to bind their ontract and the following
ed by reference. Attachment A			- Duc	igot.
	Mark K. Barkley,	Assistant Directo	r	
	ATTORNEY GI	ENERAL 08/22/2		ASSISTANT
	6. Funding Source Federal: State: Other: Able) Federal Agency: NA 11. SWV # SWV0003729-10 The Department of Commerce, and the stand have executed this Contraints and obligations of both parties.	## A. COMMERCE kirsten.larsen@cc Senior Planner 360.280.0320 kirsten.larsen@cc Senior Planner 360.280.0320 kirsten.larsen@cc Senior Planner 360.280.0320 kirsten.larsen@cc Senior Planner 360.280.0320 kirsten.larsen@cc Senior Planned Senior Planned Senior State: Senior Planned Senior Planned Senior Senior Planned Senior Senior Planned Senior Senior Planned Senior Planned Senior Planned Senior Senior Planned Senior Pla	4. COMMERCE Representative kirsten.larsen@commerce.wa.gov Senior Planner 360.280.0320 kirsten.larsen@commerce.wa.gov 6. Funding Source Federal: State: Other: N/A: Date of Execution able) Federal Agency: NA 11. SWV # SWV0003729-10 176-000-016 The of Transit-Oriented Development grant to establish a new planned at and study an infill exemption ordinance or planned action approach for the standard and suddy and action approach for the stand obligations of both parties to this Contract are governed by each of the standard and study and the contract on the date below and warrant that and obligations of both parties to this Contract are governed by each of the standard action approach for the standard action approach	4. COMMERCE Representative kirsten.larsen@commerce.wa.gov PO B. Senior Planner 1011 360.280.0320 Olym kirsten.larsen@commerce.wa.gov 98504 6. Funding Source 7. Start Date Date of Execution Able Federal: State: Other: N/A: Date Date of Execution 11. SWV # 12. UBI # 13. D 176-000-016 NA Department of Commerce, and the Contractor, as defined above, acknowledge at and have executed this Contract on the date below and warrant they are that and obligations of both parties to this Contract are governed by this Coed by reference: Attachment "A" – Scope of Work and Attachment "B" – But FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY BY ATTORNEY GENERAL 08/22/2019.

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed two hundred and fifty thousand dollars (\$250,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-96721-007.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023. The parties understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

If a city does not expect to be able to complete all activities by June 17, 2023, the city may opt to submit a final draft and schedule for adoption as the final deliverable in the 21-23 biennium, subject to the risk of funds not being reappropriated.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Budget

1. **DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- **A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- **C.** "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- **D.** "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- **E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- **G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE;
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated:
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract
 - All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Grant Obje	ctive 1: SEPA Research & Document Creation		
Steps/ Deliverables	Description	Start Date	End Date
Action 1.1	SEPA EIS DOCUMENTS	AUG 2021	OCT 2022
Step 1.1.1	Preliminary Draft EIS (Citywide EIS with focus areas on Overlake, Downtown, and Marymoor - explores alternatives for growth in the areas near the new light rail stations)	AUG 2021	MAR 2022
Step 1.1.2	Draft EIS	FEB 2022	APR 2022
Deliverable 1	SEPA Draft EIS		APR 29, 2022
Step 1.1.3	Community Engagement on Draft EIS	APR 2022	JUL 2022
Step 1.1.4	Development of Preferred Alternative & Final EIS	JUN 2022	OCT 2022
Deliverable 2	Summary of community engagement on EIS, including outreach to BIPOC and traditionally underrepresented community members.		OCT 31, 2022
Deliverable 3	SEPA Final EIS and Preferred Alternative		NOV 30, 2022
Action 1.2	IMPLEMENTATION	SEPT 2022	JUN 2023
Step 1.2.1	Community Outreach on Planned Action and/or Infill Exemption options	SEP 2022	JAN 2023
Step 1.2.2	Development of Draft Overlake Planned Action Ordinance	OCT 2022	JAN 2023
Step 1.2.3	Development of Draft Infill Exemption Ordinance or Statement of Intent to produce a Planned Action for Downtown and/or Marymoor	JAN 2023	MAY 2023
Deliverable 4	Final Draft and Schedule for Adoption of Planned Action Ordinance for Overlake		MAY 31, 2023
Deliverable 5	Final Draft Infill Exemption Ordinance or Statement of Intent and Schedule for Adoption of a Planned Action for Downtown and/or Marymoor (depends on option chosen)		MAY 31, 2023

Grant Obje	ctive 2: Policy & Regulatory Updates		
Steps/ Deliverables	Description	Start Date	End Date
Action 2.1	TOD POLICY DEVELOPMENT	AUG 2021	NOV 2022
Step 2.1.1	Draft comprehensive plan updates for the Urban Centers Element to implement TOD implementation in Overlake as well as general policies that are applicable to TOD in all Redmond's urban centers	AUG 2021	MAR 2022
Step 2.1.2	Community engagement on the proposed Urban Centers Element revisions	APR 2022	JUN 2022
Step 2.1.3	Drafting revisions based on engagement & EIS Preferred Alternative	JUL 2022	OCT 2022
Deliverable 6	Draft of the Urban Centers Element to implement TOD		NOV 30, 2022
Action 2.2	OVERLAKE NEIGHBORHOOD PLAN ADDENDUM	APR 2022	JAN 2023
Step 2.2.1	Development of Draft Overlake Neighborhood Plan Addendum options and alternatives	APR 2022	SEP 2022
Step 2.2.2	Community engagement on Overlake Neighborhood Plan Addendum	AUG 2022	NOV 2022
Step 2.2.3	Drafting revisions based on engagement and EIS Preferred Alternative	AUG 2022	JAN 2023
Deliverable 7	Draft Overlake Neighborhood Plan Addendum		JAN 31, 2023
Action 2.2	POLICY & CODE COMMUNUITY ENGAGEMENT & REFINEMENT	AUG 2021	JAN 2023
Step 2.2.1	Development of options & alternatives for building heights, parking, and floor to area ratio for Overlake TOD areas	AUG 2021	JULY 2022
Step 2.2.2	Community engagement on proposed Redmond Zoning Code revisions	JULY 2022	SEPT 2022
Step 2.2.3	Testing phase for new development standards	SEPT 2022	NOV 2022
Step 2.2.4	Drafting revisions based on engagement, testing, and EIS Preferred Alternative	NOV 2022	JAN 2023
Deliverable 8A	Draft Redmond Zoning Overlake TOD Code Amendments		JAN 30, 2023

Deliverable 8B	Draft Revisions to the Redmond Land Use and Zoning Maps		JAN 30, 2023
Action 2.3	IMPLEMENTATION/ACTION	JAN 2023	MAY 2023
Step 2.3.1	Planning Commission Review of Draft Plan & Code Revisions	JAN 2023	FEB 2023
Step 2.3.2	City Council Review of Draft Plan & Code Revisions	MAR 2023	MAY 2023
Deliverable 9	 Final Draft Plan Documents and Ordinance(s) for adoption and Schedule for Adoption of: 9A – Urban Centers Element for Redmond Comprehensive Plan 9B – Overlake Neighborhood Plan Addendum 9C – Overlake Planned Action Ordinance 9D – Redmond Zoning Code Amendments to adopt Overlake TOD development standards and density revisions and Metro Center revisions 9E – Redmond Land Use and Zoning map Revisions 		MAY 31, 2023

Budget

Deliverables		Commerce Funds
Deliverable 1	SEPA Draft EIS	\$75,000
Deliverable 2	Summary of community engagement on EIS, including outreach to BIPOC and traditionally underrepresented community members.	\$30,000
Deliverable 3	SEPA Final EIS and Preferred Alternative	\$25,000
Deliverable 4	Final Draft and Schedule for Adoption of Planned Action Ordinance for Overlake	\$20,000
Deliverable 5	Draft Infill Exemption Ordinance or Statement of Intent and Schedule for Adoption of a Planned Action for Downtown and/or Marymoor (depends on option chosen)	\$10,000
Deliverable 6	Draft of the Urban Centers Element to implement TOD	
Deliverable 7	Draft Overlake Neighborhood Plan Addendum	\$10,000
Deliverable 8A	Draft 2.0 Redmond Zoning Code - Overlake TOD Amendments	\$20,000
Deliverable 8B	Draft Revisions to the Redmond Land Use and Zoning Maps	
Deliverable 9	Final Draft Plan Documents and Ordinance(s) for adoption and Schedule for Adoption of:	\$50,000
	9A – Urban Centers Element for Redmond Comprehensive Plan	
	9B – Overlake Neighborhood Plan Addendum	
	9C – Overlake Planned Action Ordinance	
	9D – Redmond Zoning Code Amendments to adopt Overlake TOD development standards and density revisions and Metro Center revisions	
	9E – Redmond Land Use and Zoning map Revisions	
Total:		\$250,000

NOTE: The final Deliverable(s) for this grant represents twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).



City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the Whole - Pla	anning and Public Works		File No. CM 2 Type: Commit	
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	and Public Works			
Planning and Community Development	Carol V. Helland	42	5-556-2107	7
Public Works	Phil Williams	42	5-556-2880]
DEPARTMENT STAFF:				
Planning and Community Development	Peter Dane	Principal Plan	ner	7
OVERVIEW STATEMENT: This memorandum introduces a group of that City Council is being asked to approve 1) Overlake Village Light Rail Station 2) Second Amendment to the Trans A more detailed memorandum has been memorandum.	ve. Agreements include: In Operations and Maintenan Sit Way Agreement	ce Agreement	:	
☑ Additional Background Informati	ion/Description of Proposal	Attached		
REQUESTED ACTION:				
☐ Receive Information	☑ Provide Direction	☐ Approv	ve	
REQUEST RATIONALE:				

• Relevant Plans/Policies:

Transportation Master Plan

• Required:

None

• Council Request:

N/A

Date: 4/5/2022 File No. CM 22-285 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

Other Key Facts:

The Overlake Village light rail station site that Sound Transit is building includes interrelated Sound Transit and City of Redmond infrastructure. Redmond paid Sound Transit to build two projects on the site, the Overlake Village Pedestrian Bicycle Bridge and the Overlake Village Stormwater Infiltration Vault, benefiting both the station and the surrounding transportation and stormwater systems. In addition, Sound Transit will dedicate the DaVinci Avenue roadway and right of way to the City. This roadway provides access to the station and will also include Sound Transit elements adjacent to, and within, the right of way. Together, Redmond and Sound Transit are partnering to construct, operate, and maintain, a station site that maximizes multimodal transportation use and stormwater function.

OUTCOMES:

Council approval of each of the Overlake Village light rail station agreements will complete the remaining Council authorizations necessary to open and maintain:

- City assets currently under construction which include the Overlake Village Station Pedestrian Bicycle Bridge and artwork, the Overlake Village Stormwater Infiltration Vault, and DaVinci Avenue; and
- Sound Transit assets at the Overlake Village Station that overlap with the DaVinci Avenue right of way.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Timeline (previous or planned):

2018-Present

Outreach Methods and Results:

Staff from each public works functional area and transportation maintenance and engineering were involved in reviewing the Overlake Village Station Operations and Maintenance Agreement. The Transit Way Agreement enables components of the Operations and Maintenance Agreement to be implemented and therefore relied on the Overlake Village Station Operations and Maintenance Agreement process for staff outreach.

Feedback Summary:

City staff would prefer not to utilize the Sound Transit track access process which adds Sound Transit permitting requirements for City maintenance of City assets on Sound Transit property. However, staff recognizes the requirements are placed on Sound Transit by federal railroad rules and that the City assets, such as the Overlake Village Pedestrian Bicycle Bridge, are important and worth maintaining even with the additional requirements.

BUDGET IMPACT:

Total	Cost:

Owning and maintaining City assets at the Overlake Village Station site, such as the Overlake Village Pedestrian Brid	ge
and DaVinci Avenue, will have maintenance costs. Details will be included in upcoming budget requests.	

Owning and maintaining City assets at the Ovand DaVinci Avenue, will have maintenance co	•	-	9	an Bridg
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A	
Budget Offer Number: CIP-Overlake Urban Center Investments (Mapa	#13)			

Date: 4/5/2022 Meeting of: Committee of the Whole - Planning and Public Works			File No. CM 22-285 Type: Committee Memo		
Budget Priority Vibrant and Co					
Other budget ii <i>If yes, explain</i> : N/A	mpacts or additional costs:	□ Yes	□ No	⊠ N/A	
Funding source	(s):				
Budget/Fundin N/A	g Constraints:				
☐ Addition	nal budget details attached				
COUNCIL REVIE	: <u>W</u> :				
Previous Conta	ct(s)				
Date	Meeting			Requested Action	
8/19/2014	Business Meeting			Approve	
7/16/2019	Business Meeting			Approve	
5/19/2020	Business Meeting			Approve	

Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Approve

Time Constraints:

Construction of the Overlake Village Station is anticipated to be complete in 2022.

ANTICIPATED RESULT IF NOT APPROVED:

City assets and a portion of the Overlake Village light rail station will not be opened to the public.

ATTACHMENTS:

Attachment A-OVS O&M Memo

Date: 4/5/2022 File No. CM 22-285

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

Exhibit A: Overlake Village Station Operation and Maintenance Agreement

Exhibit B: Overlake Station - Operations & Maintenance Agreement General Maintenance Limits

Exhibit C: Pedestrian Bridge Artwork Maintenance Information

Exhibit D: Artist Agreement Assignment

Attachment B-OVS Transit Way Agreement Memo

Exhibit A: Second Amendment to Transit Way Agreement Between the City of Redmond and the Central Puget

Sound Regional Transit Authority

Exhibit B: Light Rail Alignment and Station Locations

Exhibit C: Redmond Link Light Rail Project Plan and Profile Drawings

TO: Members of the City Council **FROM:** Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community	Carol Helland	425-556-2107
Development		
Public Works	Phil Williams	425-556-2880

DEPARTMENT STAFF:

Planning and Community	Peter Dane	Acting Transportation Planning
Development		and Engineering Manager

TITLE:

Approve the Overlake Village Light Rail Station Operations and Maintenance Agreement

OVERVIEW STATEMENT:

This is one of the two items introduced in the Overlake Village Light Rail Station Agreements memorandum. The Operations and Maintenance Agreement establishes roles and responsibilities at the Station site between Redmond and Sound Transit.

☐ Additional Background Information	Description of Proposal Attached
-------------------------------------	----------------------------------

REQUESTED ACTION:

☐ Receive Information	Provide Direction	
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REQUEST RATIONALE:

• Relevant Plans/Policies:

Transportation Master Plan

• Required:

None

• Council Request:

N/A

Other Key Facts:

Sound Transit and Redmond have overlapping infrastructure on the Station site. This agreement enables construction completion and future operation and maintenance as assets are opened to the public.

OUTCOMES:

Redmond and Sound Transit will agree upon operation and maintenance responsibilities for the future Overlake Village Light Rail Station assets. This agreement is required to be in place for:

- Redmond to take ownership of City assets currently under construction including the Overlake Village Station Pedestrian Bicycle Bridge and artwork, the Overlake Village Stormwater Infiltration Vault. and DaVinci Avenue
- Sound Transit to complete construction, operate, and maintain Station elements that overlap with the DaVinci Avenue right of way

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

2018-Present

Outreach Methods and Results:

Staff from each public works functional area and transportation maintenance and engineering were involved in reviewing the Overlake Village Station Operations and Maintenance Agreement. The Transit Way Agreement enables components of the Operations and Maintenance Agreement to be implemented and therefore relied on the Overlake Village Station Operations and Maintenance Agreement process for staff outreach.

• Feedback Summary:

City staff would prefer not to utilize the Sound Transit track access process which adds Sound Transit permitting requirements for City maintenance of City assets on Sound Transit property. However, staff recognize the requirements are placed on Sound Transit by federal railroad rules and that the City assets, such as the Overlake Village Pedestrian Bicycle Bridge, are important and worth maintaining even with the additional requirements.

BUDGET IMPACT:

Total Cost:

Owning and maintaining City assets at the Overlake Village Station site, such as the Overlake Village Pedestrian Bridge and DaVinci Avenue, will have maintenance costs. Details will be included in upcoming budget requests.

budget requests.			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: CIP – Overlake Urban Center Investments (Ma	p # 13)		
Budget Priority : Vibrant and Connected			
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	□ No	⊠ N/A
Funding source(s): CIP			

Budget/Funding Constraints:

None

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
8/19/2014	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/5/2022	Committee of the Whole - Planning and Public Works	Receive Information
4/19/2022	Business Meeting	Approve

Time Constraints:

The Operations and Maintenance Agreement must be approved prior to:

- The City taking ownership of City assets and opening them to the public; and
- Sound Transit opening the portion of the site that overlaps with DaVinci Avenue right of way.

ANTICIPATED RESULT IF NOT APPROVED:

City assets and a portion of Sound Transit's Station will not be opened to the public.

ATTACHMENTS:

- Exhibit A: Overlake Village Station Operation and Maintenance Agreement
- Exhibit B: Overlake Station Operations & Maintenance Agreement General Maintenance Limits
- Exhibit C: Pedestrian Bridge Artwork Maintenance Information
- Exhibit D: Artist Agreement Assignment

OVERLAKE VILLAGE STATION

OPERATION AND MAINTENANCE AGREEMENT

GA 0208-20

THIS OPERATION AND MAINTENANCE AGREEMENT (this "Agreement") is entered into by and between the CITY OF REDMOND, a Washington municipal corporation (the "City"), the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY a regional transit authority organized under the laws of the State of Washington ("Sound Transit"), collectively "Parties" and individually "Party."

RECITALS

- A. Sound Transit is constructing the East Link light rail project to extend light rail service between downtown Seattle and the Overlake area of Redmond. The East Link project includes a light rail station at Overlake Village (OV), a public transit facility owned by Sound Transit.
- B. The Parties entered into the Agreement (GA 0521-14) Between the City of Redmond and the Central Puget Sound Regional Transit Authority, for the Overlake Village Pedestrian-Bicycle Bridge (Pedestrian Bridge) and the Overlake Village Station Infiltration Vault on September 11, 2014 (the "OVS Agreement") which provides for the funding of engineering, design and construction.
- C. As described in the OVS Agreement, the Parties believe that the Pedestrian Bridge serves an important function to provide a safer and more convenient way for pedestrians and cyclists to access public transit and the surrounding businesses and communities and desire to enter into this Agreement to establish clear roles and responsibilities for each Party for the ongoing maintenance, operations and repair of the Pedestrian Bridge, approach ramps, stairs or other infrastructure; and
- D. The OVS Agreement provides that, subject to the City's final written acceptance and transfer of the completed Pedestrian Bridge, infiltration vault and other city owned infrastructure, the City shall own and have primary responsibility for the operation and maintenance of the infrastructure as shown in Exhibit A.
- E. Pursuant to the OVS Agreement, it is necessary for the Parties to enter into a separate agreement to establish responsibilities for operating and maintaining the following, but not limited to, the Pedestrian Bridge, Plaza street, station area, infiltration vault, or other infrastructure as appropriate;

NOW THEREFORE, in consideration of the recitals, terms, and conditions, and covenants contained herein, the Parties agree as follows:

{02684454.DOCX;4 } GA 0208-20

1. PURPOSE

The Purpose of this Agreement is to establish roles and responsibilities related to the ownership, operations, inspections and maintenance of infrastructure components (see Exhibit A).

2. PARTY RESPONSIBILITIES

- 2.1. The City shall operate and maintain the entirety of the city owned infrastructure at the City's sole expense except for those areas described below and shown on Exhibit A as maintained by Sound Transit. The City shall maintain the infrastructure in good condition and repair in accordance with generally accepted public works principles, including, without limitation, performing custodial activities, routine maintenance and repair.
- 2.2. The City shall operate and maintain the structure and foundation of the Pedestrian Bridge and conduct periodic physical inspections of the Pedestrian Bridge structure on a twenty-four (24) month cycle, or more frequently, as determined by the City and review of the Pedestrian Bridge structure and all pier foundations. The City shall be responsible for all costs, labor, and materials relating to the maintenance, operation, and control of all infrastructure owned by the city, or identified below and shown on Exhibit A.

2.2.1. Within ROW dedication:

Street, curbs, non-decorative concrete sidewalk, asphalt sidewalks, curb ramps, tactile warnings, street trees & landscaping, benches, utility infrastructure (water & drainage), striping, signing, lighting,

2.2.2. Outside of ROW:

Drainage system – maintenance hole and pipes for infiltration vault, infiltration vault and footing in easement, pavement area for vactor truck access, electrical utilities serving City infrastructure, irrigation system components serving City landscape areas.

Revocable turnaround (including lighting, paving, curb, sidewalk, and landscaping) until removed as defined in associated revocable easement.

2.2.3. Pedestrian Bridge and Ramp Easement:

Pedestrian Bridge, ramp and all supporting elements including, stairs, pavement, curb, railings, handrails, lighting, and drainage that serve the ramp and overpass, curb surrounding landscape area at base of ramp and fronting 152nd Ave NE. Excluded are ST owned and maintained infrastructure – camera's, lighting, conduits, surface plaza area, ancillary spaces serving the station, infrastructure and elements of ancillary spaces that solely serve ST station uses.

2.3. Art Installation:

The Pedestrian Bridge includes an art installation commissioned by Sound Transit with input from the City ("Artwork"). The City will be responsible for maintaining the artwork in accordance with the artist's specifications, as described in Exhibit B. Sound Transit will transfer its rights in the Artwork to the City in the Artist Agreement Assignment attached as Exhibit C. If the City requires additional rights to the Artwork beyond those granted to Sound Transit, it will seek those rights directly from the artist.

2.4. Sound Transit Responsibilities:

Sound Transit shall be responsible for maintaining and repairing the electrical/equipment room, storage room, and other infrastructure associated with ST facilities and furnishings, including all walls and elements that are not part of the Pedestrian Bridge structure, as shown in Exhibit A. Sound Transit is not responsible for maintaining any portion of the Pedestrian Bridge and structure.

2.5. Cooperation, Good Faith Efforts and Responsibility for Quality of Work:

The Parties understand and agree that the successful performance of this Agreement depends upon timely and open communication and cooperation between the Parties. Each Party shall be responsible for the quality, technical accuracy, timelines, and coordination of all services performed by such Party, its employees and contractors pursuant to this Agreement.

2.6. Pedestrian Bridge Hours of Operation:

The Pedestrian Bridge will be open to the public seven (7) days per week, twenty four (24) hours per day as required in the WSDOT Trail Lease except for periods when maintenance or repair of the Bridge requires its closure. The Parties agree that routine maintenance typically will not result in closure of the Pedestrian Bridge. Routine maintenance, such as sweeping, cleaning, graffiti removal, and normal trash collection, may require restricting use to portions of the Pedestrian Bridge in the immediate area of the work, but should allow for passage of pedestrians and bicyclists across the length of the Pedestrian Bridge. The City will not close access to the Pedestrian Bridge without first consulting Sound Transit.

2.7. Access and Notification of Work:

Each Party shall allow reasonable access by the other Parties to those portions of its property necessary to operate and maintain facilities and systems and to carry out the terms of this Agreement.

2.7.1 The Parties shall provide each other with prior written or electronic notice a minimum of 2 business days in advance of any maintenance activities or activities that require performing work on the other Party's property and facilities. ST Track Access Procedures require a Track Access Permit Process is followed to ensure safe working conditions for all work performed on, near or adjacent to the trackway or any ST facilities. Trackway is the area extending 10 feet from the nearest rail or separated from the rail by a permanent fixed barrier which is not designated for public use. If any Party's maintenance or repair activities will result in the need to close the Pedestrian Bridge, such Party will provide at least seven (7) days prior written or electronic notice of

such maintenance or repair work to the other Parties. The Parties agree to notify each other by phone or email as soon as is reasonably possible for emergency maintenance and operations activities that require immediate action or where snow and ice removal is necessary for safety reasons. The Parties shall conduct or direct their work so as not to unreasonably interfere with, obstruct, or endanger the operations of each Party's properties.

2.7.1. The primary point of contacts at each agency are:

ST: LCC (Link Control Center) OMF, Seattle 206-205-8177 Redmond: City Maintenance and Operations Center, 425-556-2800

2.8. Signage

The City shall be responsible at its sole expense for installing, cleaning, maintaining, repairing, and replacing, in whole or in part, all signage within the public right of way and public easements that apply to City operations.

2.9. Security

The City shall be responsible for providing fire and police services related to a 911 emergency response due to an incident on the Pedestrian Bridge and other public easement areas, provided that nothing in this subsection is intended to create any duty on the part of the City to any individual or class of individuals or to create any special relationship between the City and Sound Transit, or any other person or entity regarding such police services. The City makes no representations or warranties as to the safety or security of any person by entering into this Agreement and the parties agree that the City has no greater or lesser duty to provide police services to persons on the Pedestrian Bridge than it does with regard to the general public in providing police services throughout the City.

2.10. Future Cameras

The City may install cameras on the Pedestrian Bridge and Ramp in the future. Any installation within the easement area and the track operational area will be reviewed and coordinated with Sound Transit. The City will be responsible for obtaining any permits and approvals for the installation in advance. Sound Transit installation of any additional cameras within the City right of way or affixed to the Pedestrian Bridge or Ramp will be reviewed and coordinated with the City. Sound Transit will be responsible for obtaining any permits and approvals for the installation in advance.

3. DESIGNATED REPRESENTATIVES.

3.1. Each Party shall designate a representative who shall be responsible for coordination of communications between the parties regarding the matters set forth in this Agreement and who shall act as the primary point of contact for each Party. The Designated Representatives shall communicate as necessary to discuss the status of the tasks to be performed, identify upcoming decisions and provide any information or input necessary

{02684454.DOCX;4 } GA 0208-20 to inform those decisions, and to identify and resolve disputes related to the operation and maintenance of the Bridge, Vault or other infrastructure in a timely manner. The name and contact information of a Designated Representative may be updated by a Party in writing by electronic mail to the other Parties. A change in the name and/or contact information of a Designated Representative shall not be considered an amendment to this Agreement.

SOUND TRANSIT Jim Glenn East Area Facilities Manager Operations Department 401 S. Jackson St. Seattle, WA 98104-2826 206-553-3741 CITY OF REDMOND Bridge Program Manager, Public Works 15670 NE 85th Street Redmond, WA 98073-7910 425-556-2776

4. LEGAL RELATIONS

- 4.1. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.
- 4.2. Each Party to this Agreement will defend, indemnify and save harmless any other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions. No Party will be required to defend, indemnify or save harmless any other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of another Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the Party's own negligence. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 4.3. The indemnification provisions in this paragraph shall survive the expiration or termination of this Agreement.

5. DISPUTE RESOLUTION

- 5.1 The Parties agree that no Party shall take or join any action in any judicial or administrative forum to challenge actions of another Party associated with this Agreement or the Project, except as set forth herein. Neither Party will be required to complete the dispute resolution process if a Party may lose or forego a right, remedy, or cause of action that may be time barred before the dispute resolution process can be completed.
- 5.2 Any disputes or questions of interpretation of this Agreement that may arise between the Parties shall be governed under the dispute resolution provisions in this Section. The Parties agree that cooperation and communication are essential to resolving issues efficiently. The Parties agree to exercise their best efforts to resolve any disputes that may arise through this dispute resolution process.
- 5.3 The Parties agree to use their best efforts to prevent and resolve potential sources of conflict at the lowest level.
- 5.4 The Parties agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:
- A. Level One Sound Transit's Designated Representative and the City's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level One, any Party may refer the dispute to Level Two.
- B. Level Two Sound Transit's Executive Director of Operations and the City's Public Works Director, shall meet to discuss and attempt to resolve the dispute, in a timely manner. If they cannot resolve the dispute within fourteen (14) days after referral of that dispute to Level Two, any Party may refer the dispute to Level Three.
- C. Level Three Sound Transit's Chief Executive Officer or Designee and the City Mayor or Designee, shall meet to discuss and attempt to resolve the dispute in a timely manner.
- 5.5 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Three within twenty-one (21) days after referral of that dispute to Level Three, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, no Party has an obligation to agree to refer the dispute to mediation, arbitration, or other form of dispute resolution following completion of Level Three of the process described herein. Such agreement may be withheld for any reason or no reason.

6. NOTICES

- 6.1 Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the Designated Representatives.
- 6.2 Unless otherwise provided herein, all notices shall be either: (i) delivered in person, (ii) deposited postage prepaid in the certified mails of the United States, return receipt requested, (iii) delivered by a nationally recognized overnight or same-day courier service that obtains receipts, or (iv) delivered electronically to the other Designated Representatives as listed herein, followed by delivery by methods (i) (iii) above unless the recipient acknowledges receipt of the electronic communication.

7. FTA COMPLIANCE

7.1 The Parties acknowledge that the Pedestrian Bridge was funded by a Federal Transit Administration grant, ID number WA-95-X067-01, awarded to the City and transferred to Sound Transit to fund design and construction of the Pedestrian Bridge. The City acknowledges it is a recipient of an FTA funded asset and is responsible for compliance with any applicable federal requirements, including FTA provisions for settlement of any remaining federal interest of the FTA-funded Pedestrian Bridge should it be removed, changed and/or replaced.

8. GENERAL PROVISIONS

- 8.1 The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement; provided, however, that approvals or consents required to be given by vote of the Sound Transit Board or Redmond City Council are recognized to be legislative actions. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement provided, however, that where such actions or documents required must be first approved by vote of the Sound Transit Board or Redmond City Council, such actions are recognized to be legislative actions.
- 8.2 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement shall be King County, Washington.
- 8.3 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the City and Sound Transit.
- 8.4 This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

- 8.5 No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.
- 8.6 This Agreement has been reviewed and revised by legal counsel for all Parties and no presumption or rule that ambiguity shall be construed against the Party drafting the document shall apply to the interpretation or enforcement of this Agreement. The Parties intend this Agreement to be interpreted to the full extent authorized by applicable law.
- 8.7 Each Party shall be responsible for all its own costs, including legal fees, incurred in negotiating or finalizing this Agreement, unless otherwise agreed in writing by the Parties.
- 8.8 The Parties shall not be deemed in default with provisions of this Agreement where performance was rendered impossible or impracticable by war or riots, civil disturbances, floods or other natural catastrophes beyond its control; the unforeseeable unavailability of labor or materials; or labor stoppages or slowdowns, or power outages exceeding available back-up power supplies; or other events beyond the control of the Parties. This Agreement shall not be revoked or a party penalized for such noncompliance, provided that such party takes immediate and diligent steps to bring itself back into compliance and to comply as soon as practicable under the circumstances without unduly endangering the health, safety, and integrity of all parties' employees or property, or the health, safety, and integrity of the public, public right-of-way, or public or private property.
- 8.9 This Agreement may be amended only by a written instrument executed by each of the Parties hereto. Except that Exhibits may be modified by mutual agreement of the Parties and documented by signed dated revisions.
- 8.10 This Agreement constitutes the entire agreement of the Parties with respect to the subject matters of this Agreement, and supersedes any and all prior negotiations (oral and written), understandings and agreements with respect hereto.
- 8.11 In construction of this Agreement, words used in the singular shall include the plural and the plural the singular, and "or" is used in the inclusive sense, in all cases where such meanings would be appropriate.
- 8.12 All exhibits attached to this Agreement are hereby incorporated into this Agreement.
- 8.13 This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 8.14 This Agreement may not be assigned by any of the Parties nor the obligations transferred without the consent of the other Parties in their sole discretion.

9. TERM

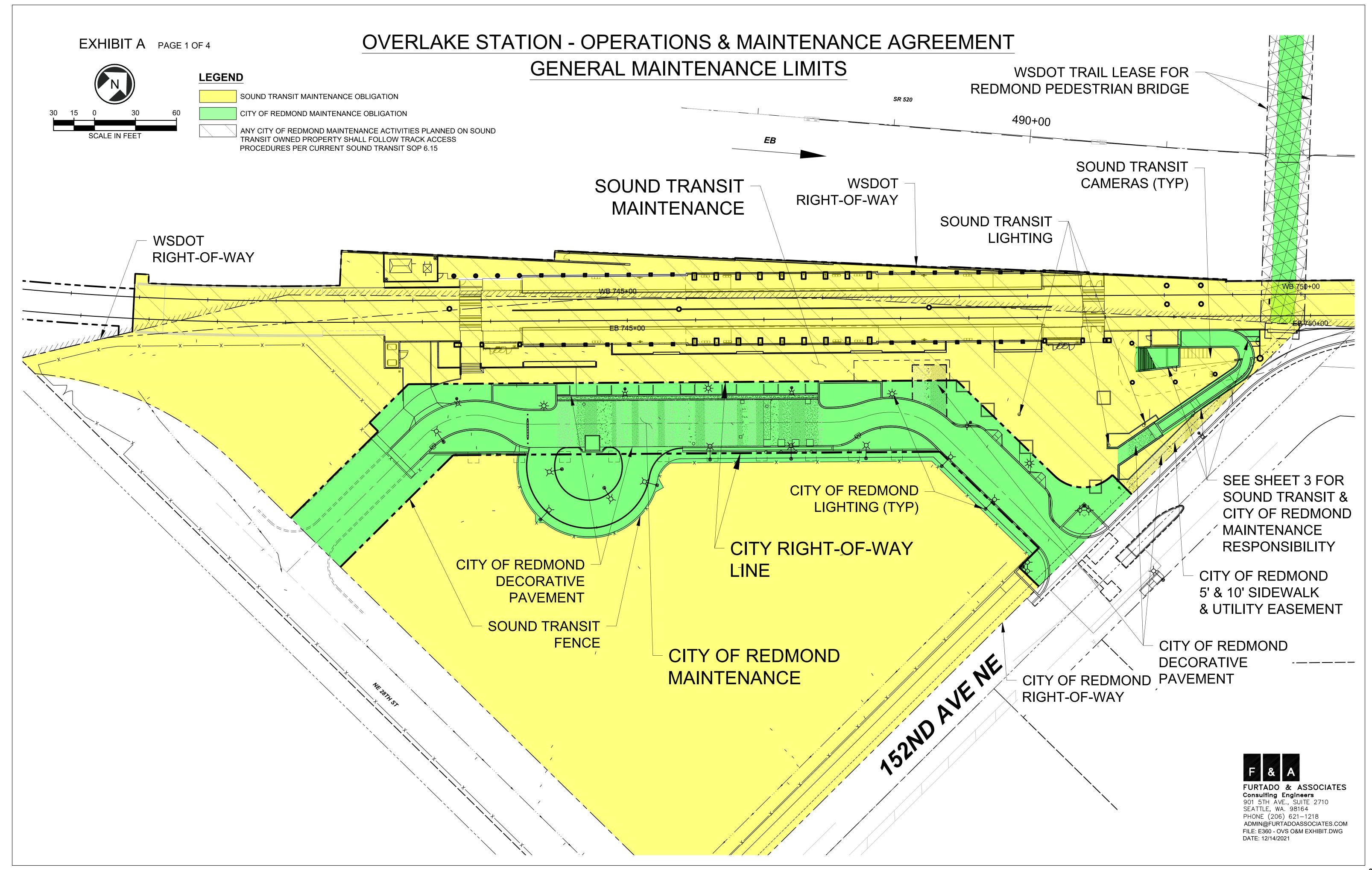
This Agreement shall take effect as of the date Sound Transit transfers the Bridge, Vault or other infrastructure to the City by Bill of Sale or other instrument and remain in effect until such date as the Bridge, Vault or other infrastructure may be permanently decommissioned or removed from service by separate written agreement of the Parties, or by mutual agreement of the Parties.

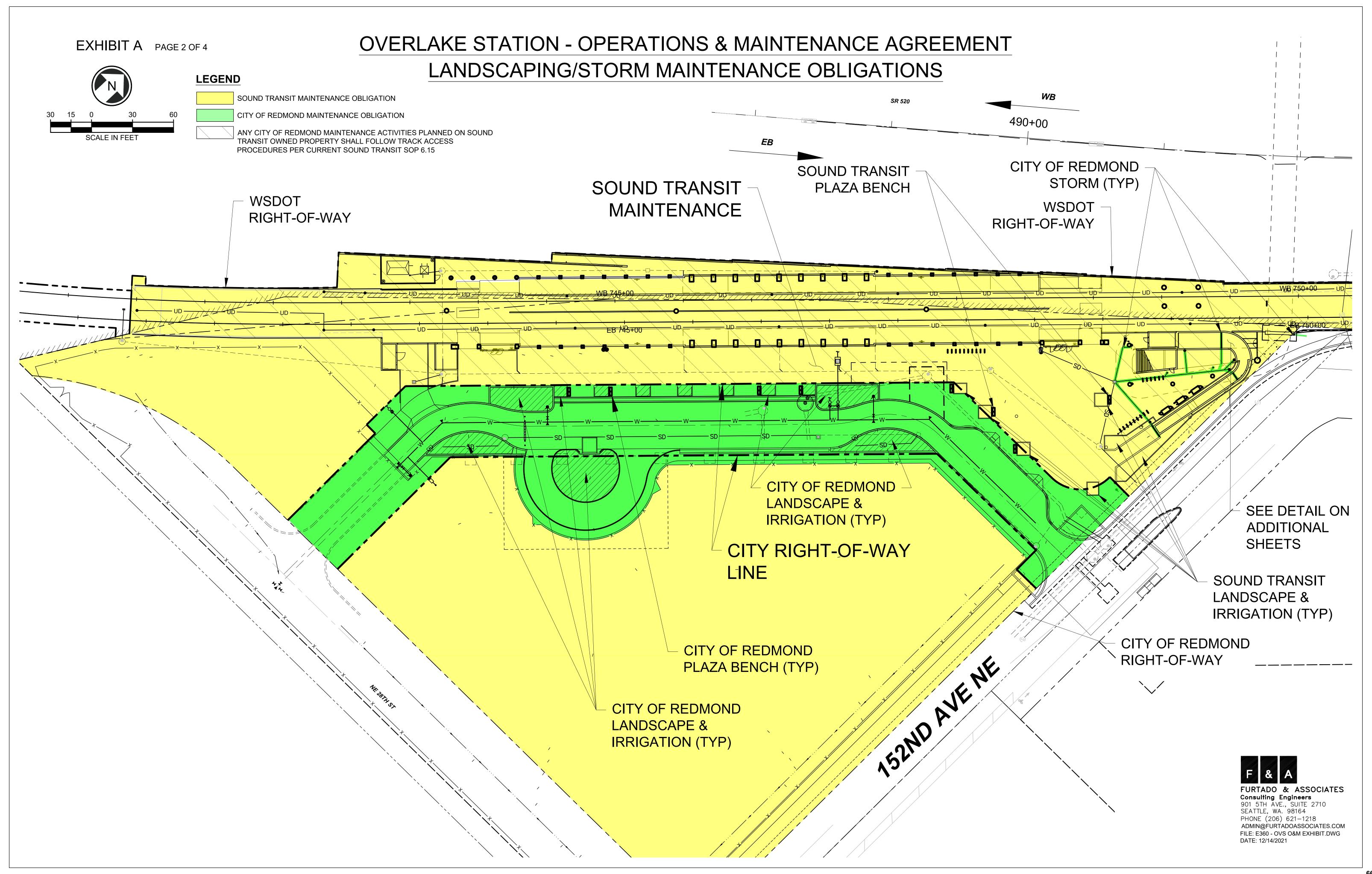
CENTRAL PUGET SOUND REGIONAL THE CITY OF REDMOND TRANSIT AUTHORITY (SOUND TRANSIT)

By:	By:
By: Kimberly Farley, Deputy Chief Executive	Angela Birney, Mayor
Officer	
	Date:
Date:	
Authorized by Motion No	Authorized by Ordinance
riadionized by Motion No.	Transfized by Gramanee
Approved as to form:	Approved as to form:
By:	By:
Mattelyn Tharpe, Legal Counsel	James Haney, City Attorney

EXHIBIT A

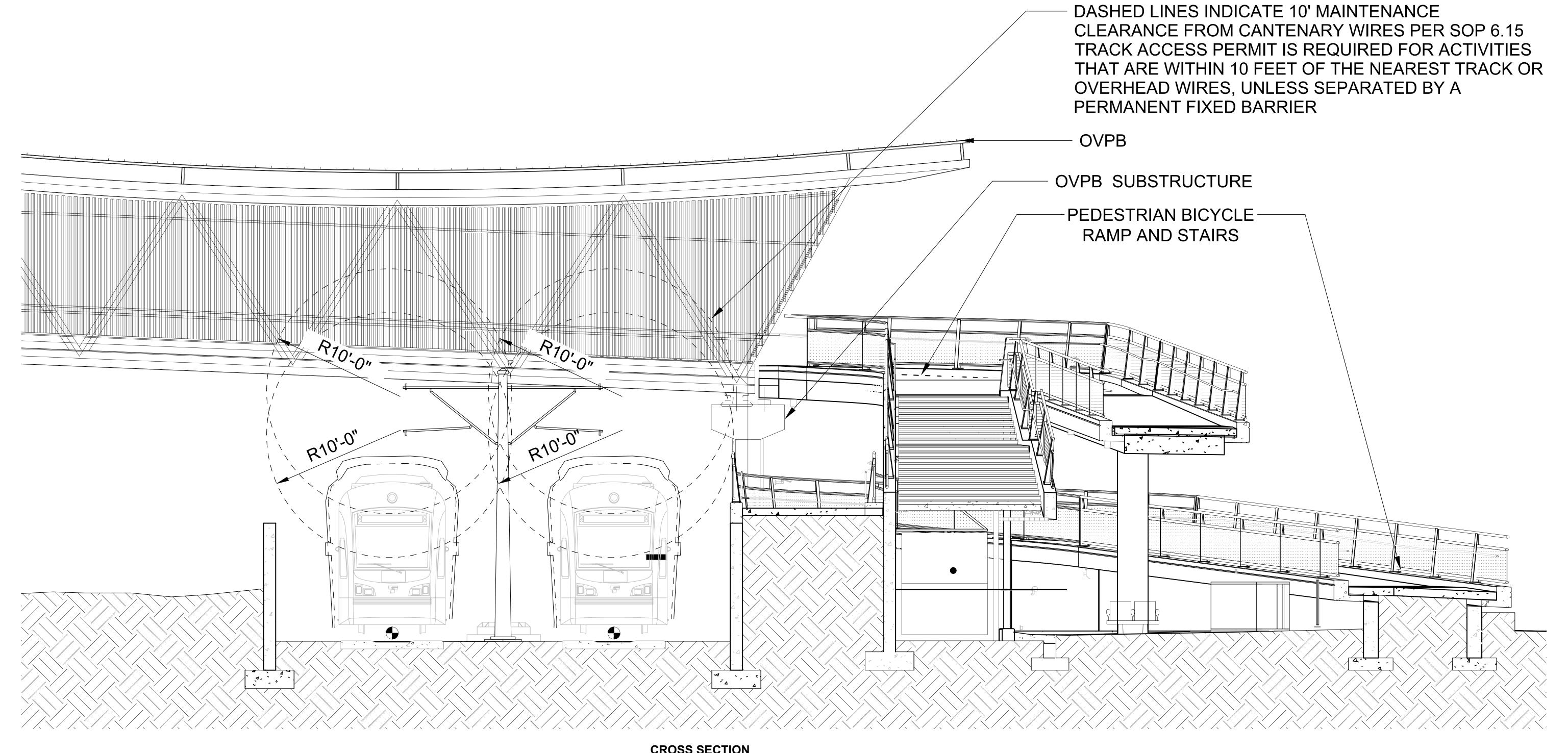
ALLOCATION OF MAINTENANCE AREAS





OVERLAKE STATION - OPERATIONS & MAINTENANCE AGREEMENT EXHIBIT A PAGE 3 OF 4 MAINTENANCE OBLIGATIONS AT STAIRWAY/RAMP **LEGEND** SOUND TRANSIT MAINTENANCE OBLIGATION MAINTENANCE OBLIGATIONS AT GROUND LEVEL MAINTENANCE OBLIGATIONS FOR STAIRWAY/RAMP SOUND TRANSIT SHARED WALL MAINTENANCE ELECTRICAL SERVICE SOUND TRANSIT FROM TRACK WALL HEIGHT TO YARD **WSDOT** MAINTENANCE FOOTING. ABOVE TRACK WALL **RIGHT-OF-WAY** WSDOT HEIGHT IS TO BE MAINTAINED CITY OF REDMOND **SOUND TRANSIT** RIGHT-OF-WAY SOLELY BY CITY OF REDMOND ELECTRICAL SERVICE **MAINTENANCE** CITY OF REDMOND 0 YARD CLOSET **STAIRWAY** IM11111 **SOUND TRANSIT** BICYCLE PARKING CITY OF REDMOND CITY OF REDMOND **AREA** RAMP MAINTENANCE **CABINETS** CURB BY CITY __ OF REDMOND \ **CITY RIGHT-OF-WAY** CITY OF REDMOND LINE RAMP MAINTENANCE CITY RIGHT-OF-WAY LINE CITY OF REDMOND FURTADO & ASSOCIATES Consulting Engineers 901 5TH AVE., SUITE 2710 SEATTLE, WA. 98164 PHONE (206) 621-1218 5' & 10' SIDEWALK & UTILITY EASEMENTS PEDESTRIAN BRIDGE ADMIN@FURTADOASSOCIATES.COM FILE: E360 - OVS O&M EXHIBIT.DWG DATE: 12/14/2021 AND RAMP EASEMENT

OVERLAKE STATION - OPERATIONS & MAINTENANCE AGREEMENT PEDESTRIAN BICYCLE BRIDGE, STAIRS AND RAMP CROSS SECTION



CROSS SECTION
SCALE: 1/4" = 1'-0"

FURTADO & ASSOCIATES
Consulting Engineers
901 5TH AVE., SUITE 2710
SEATTLE, WA. 98164
PHONE (206) 621-1218
ADMIN@FURTADOASSOCIATES.COM
FILE: E360 - OVS O&M EXHIBIT.DWG
DATE: 12/14/2021

Sound Transit Art Program
East Link Extension, Overlake Village Station
Pedestrian Bridge Artwork Maintenance Information
March 9, 2021

This document describes the pedestrian bridge Artwork at the Overlake Village Station ("Artwork"), its author, its fabrication methods and its maintenance. The Artwork was commissioned by Sound Transit with additional funds contributed by the City of Redmond. The agreement with the artist, Leo Saul Berk ("Artist"), assumed the standard terms and conditions of a Sound Transit public art project, including issues of related to copyrights and the use of the Artwork.

Artist	Leo Saul Berk 3327 South Morgan Street Seattle WA 98118 (206) 234-4970 leoberk@comcast.net		
Artwork	Berk's Artwork is an environment of pixelated images of natural places from around the region, rendered in shades of the rich greens of early computer monitors. Constructed from regularly-spaced, aluminum louvers, the Artwork will fully enclose both sides of the 500-foot long bridge. Looking straight down the length of the bridge from either end, the walls will appear solid; as one passes over the bridge, the images will seem to break apart as pedestrians or cyclists pass the gaps between the louvers.		
Completion	March 2021		
Structural Materials	Extruded 6005 T-6 Aluminum, painted and galvanized structural hardware as shown in the attached engineering and construction drawings.		
Finishes	Primer	PPG Amercoat 2 (product information and MSDS attached)	
	Topcoat	PPG PSX 800 (product information and MSDS attached)	
	Artwork	PPG PSX One (product information and MSDS attached). Specific color mixes are on file at PPG's Auburn architectural coatings store (https://www.ppgpaints.com/store-locator/us/washington/auburn-paint-stores/ppg-paints-22194) and are included along with the other related documents.	
Cleaning	All surfaces	The Artwork should be cleaned using the least aggressive processes required to remove dirt or graffiti. Start with clean water and a mild soap. If there is any graffiti, it should be removed with an appropriate solvent as identified in the product data sheet (PPG AMERCOAT 12 Cleaner or AMERCOAT 911 Thinner).	

	T		
Touch-up Painting	Damage to the Artwork layer	The Artwork was designed to be touched up using a paint brush. The surface should be thoroughly cleaned as noted above. Any touch-up painting should be performed per the manufacturer's product data sheet.	
	Damage to the Topcoat	The Topcoat was applied with by sprayer, so matching the surface finish will require careful application with a brush or low-nap roller. The surface should be thoroughly cleaned as noted above. Any touch-up painting should be performed per the manufacturer's product data sheet.	
Structural Damage	Because the Artwork's louvers were custom-extruded, the most expedient method for repairing a louver may be to fabricate sections from plate material.		
Attachments	for repairing a louver may be to fabricate sections from plate material. 01 E360 OVS Ped Bridge Artwork Presentation 2017-01-31.pdf 02 E360 OVS Ped Bridge Artwork Redmond PAC Presentation.pdf 03 E360 OVS Ped Bridge Art Louver Properties OTAK 2017-10-11.pdf 04 E360 OVS Ped Bridge Art Louver Deflection Evaluation OTAK 2017-09-11.pdf 05 OVS Pedestrian Bridge Substructure and Superstructure Drawings SPD450.pdf 06 OVS Pedestrian Bridge Substructure and Superstructure Drawings SPD451.pdf 07 OVS Pedestrian Bridge Substructure and Superstructure Drawings SPD452.pdf 08 E360 OVS Ped Bridge Artwork Cut List.pdf 09 E360 OVS Ped Bridge Artwork Extrusion List.xlsx 10 E360 OVS Ped Bridge Artwork Labeling Guide.pdf 11 E360 OVS Ped Bridge Artwork Painting Images Composite Diagram.pdf 12 E360 OVS Ped Bridge Primer Amerlock 2 Product Data.pdf 13 E360 OVS Ped Bridge Primer Amerlock 2 Cure MSDS.pdf 14 E360 OVS Ped Bridge Topcoat PSX 800 Product Data.pdf 15 E360 OVS Ped Bridge Topcoat PSX 800 Product Data.pdf 16 E360 OVS Ped Bridge Topcoat PSX 800 Resin MSDS.pdf 17 E360 OVS Ped Bridge Topcoat PSX 800 Resin MSDS.pdf 18 E360 OVS Ped Bridge Topcoat PSX 800 Cure MSDS.pdf 18 E360 OVS Ped Bridge Artwork Coat PSX One Product Data.pdf 19 E360 OVS Ped Bridge Artwork Coat PSX One MSDS.pdf 20 E360 OVS Ped Bridge Artwork Coat PSX One MSDS.pdf 21 E360-OVS-Berk-Paint-Formulas-01.pdf 22 E360-OVS-Berk-Paint-Formulas-02.pdf 23 E360-OVS-Berk-Paint-Data-Sheet.pdf		
Copyright and Related Information from Sound Transit Contract with Artist	sole comi the <i>A</i> prop	VORK Id Transit shall own the original Artwork. Sound Transit shall have control over the siting, function, and display of the Artwork. Prior to mencing any substantial change to the siting, function, or display of Artwork, Sound Transit shall attempt to notify the Artist of the osed change and shall provide the Artist a reasonable opportunity to ult with Sound Transit, in accordance with terms and conditions as	

approved by Sound Transit, regarding the change. In the event that the Artist and Sound Transit do not agree, the Artist shall have the right to remove his/her name from the Artwork, and Sound Transit shall no longer use the Artist's name in association with that Artwork. The foregoing shall be the Artist's exclusive remedy regarding Sound Transit's siting, function, or display of the Artwork.

- 2. The Artist acknowledges and agrees that the Artwork [described in contract's Attachment 2] is intended to be incorporated in a public transit system and Sound Transit has sole authority over the present and future design and use of that transit system. The Artist further acknowledges and agrees that it is inherent in the nature of a public transit system that the Artwork may be subjected to destruction, distortion, mutilation, or other modification (collectively, "damage") due to repair, renovation or other alteration of the transit system. Prior to commencing any work that may subject the Artwork to damage, Sound Transit shall attempt to notify the Artist of the proposed work and shall provide the Artist a reasonable opportunity to consult with Sound Transit, in accordance with terms and conditions as approved by Sound Transit, regarding the avoidance or repair of potential damage to the Artwork. In the event that the Artist and Sound Transit do not agree, the Artist shall have the right to remove his/her name from the Artwork, and Sound Transit shall no longer use the Artist's name in association with that Artwork. The foregoing shall be the Artist's exclusive remedy regarding damage to the Artwork.
- 3. If Sound Transit proposes to do any work that will destroy the Artwork, Sound Transit shall attempt to notify the Artist prior to commencement of that work and the Artist shall have the right to remove the Artwork, at the Artist's sole expense and without unreasonably delaying or interfering with Sound Transit's work. Ownership of any Artwork removed by the Artist pursuant to this provision shall revert to the Artist.
- 4. In the event the Artwork is damaged from any cause; the Artist shall have the right to remove his/her name from the Artwork, and Sound Transit shall no longer use the Artist's name in association with that Artwork.
- 5. With regard to any notices required or permitted by this Section, Sound Transit shall be deemed to have made a diligent, good faith effort to notify the Artist if Sound Transit sends the notice by registered mail to the last address provided to Sound Transit by the Artist.

J. PROPRIETARY RIGHTS AND RIGHTS OF REPRODUCTION

 The Artwork is intended to be incorporated in a public transit system in the United States, and that the funding for the Artwork is intended to be provided from public sources in the United States. Therefore, the parties intend and agree that all rights in the Artwork shall be determined

- exclusively in accordance with this Agreement and the laws of the United States and the State of Washington.
- 2. If any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the Artist; except for ownership of the physical embodiment of the original Artwork, or as otherwise provided in this Agreement.
- 3. The Artist expressly reserves every right available to him/her to control the making and dissemination of copies or reproductions of the Artwork, except as those rights are limited by this Agreement. The Artist authorizes Sound Transit and its assigns to electronically scan, duplicate, or download images of the Artwork, and to make photographs, drawings, and other two-dimensional reproductions of the Artwork without consent of the Artist for any noncommercial use for the sole use and benefit of the public, including, but not limited to, education, public relations, advertising, brochures, and similar material. The Artist shall not make any exact duplications of the Artwork to full scale or in any manner that could cause confusion as to which is the original and which is the duplicate.
- 4. All reproductions by Sound Transit, including, without limitation, electronic or digital reproduction, shall contain a credit to the Artist and a copyright notice substantially in the following form: "Copyright, Artist's name, all rights reserved, date", and/or any other credit mutually agreed upon by the parties, in such a manner and location as shall comply with the U.S. Copyright Laws.



GA 0208-20 Overlake Village Station O&M Agreement

Exhibit B - OVS Ped Bridge Artwork Maintenance Information Attachments

Pedestrian Bridge Artwork Maintenance Information Overview





This document describes the pedestrian bridge Artwork at the Overlake Village Station ("Artwork"), its author, its fabrication methods and its maintenance. The Artwork was commissioned by Sound Transit with additional funds contributed by the City of Redmond. The agreement with the artist, Leo Saul Berk ("Artist"), assumed the standard terms and conditions of a Sound Transit public art project, including issues of related to copyrights and the use of the Artwork.

Artist	Leo Saul Berk 3327 South Morgan Street Seattle WA 98118 (206) 234-4970 leoberk@comcast.net www.leosaulberk.com		
Artwork	Berk's Artwork is an environment of pixelated images of natural places from around the region, rendered in shades of the rich greens of early computer monitors. Constructed from regularly-spaced, aluminum louvers, the Artwork will fully enclose both sides of the 500-foot long bridge. Looking straight down the length of the bridge from either end, the walls will appear solid; as one passes over the bridge, the images will seem to break apart as pedestrians or cyclists pass the gaps between the louvers.		
Completion	March 2021		
Structural Materials	Extruded 6005 T-6 Aluminum, painted and galvanized structural hardware as shown in the attached engineering and construction drawings.		
Finishes	Primer	PPG Amercoat 2 (product information and MSDS attached)	
	Topcoat	PPG PSX 800 (product information and MSDS attached)	
	Artwork	PPG PSX One (product information and MSDS attached). Specific color mixes are on file at PPG's Auburn architectural coatings store (https://www.ppgpaints.com/store-locator/us/washington/auburn-paint-stores/ppg-paints-22194) and are included along with the other related documents.	
Cleaning	All surfaces	The Artwork should be cleaned using the least aggressive processes required to remove dirt or graffiti. Start with clean water and a mild soap. If there is any graffiti, it should be removed with an appropriate solvent as identified in the product data sheet.	
Touch-up Painting	Damage to the Artwork layer	The Artwork was designed to be touched up using a paint brush. The surface should be thoroughly cleaned as noted above. Any touch-up painting should be performed per the manufacturer's product data sheet.	

	Damage to the Topcoat was applied with by sprayer, so matching the surface finish will require careful application with a brush or low-nap roller. The surface should be thoroughly cleaned as noted above. Any touch-up painting should be performed per the manufacturer's product data sheet.		
Structural Damage	Because the Artwork's louvers were custom-extruded, the most expedient method for repairing a louver may be to fabricate sections from plate material.		
Attachments	Exhibit B – OVS Ped Bridge Artwork Maintenance Information Attachments 01. OVS Ped Bridge Artwork Presentation to CoR Design Review Board 02. OVS Ped Bridge Artwork Presentation to CoR Arts and Culture Commission 03. OVS Ped Bridge Art Louver Properties - OTAK 04. OVS Ped Bridge Art Louver Deflection Evaluation - OTAK 05. OVS Ped Bridge Substructure and Superstructure Drawings 06. OVS Ped Bridge Artwork Louver Cut List 07. OVS Ped Bridge Artwork Louver Identification List 08. OVS Ped Bridge Artwork Labeling Guide 09. OVS Ped Bridge Artwork Painting Composite Images Diagram 10. OVS Ped Bridge Primer Amerlock 2 Product Data and MSDS Sheets 11. OVS Ped Bridge Topcoat PSX 800 Product Data and MSDS Sheets 12. OVS Ped Bridge Color Verification Dot Cards 14. OVS Ped Bridge Custom Plate Washer		
Copyright and Related Information from Sound Transit Contract with Artist	NOTE: Please refer to Exhibit C Overlake Pedestrian Bridge Artist Agreement Assignment for information on the transfer of these rights and responsibilities to the City of Redmond. 1. USE OF ARTWORK 1. Sound Transit shall own the original Artwork. Sound Transit shall have sole control over the siting, function, and display of the Artwork. Prior to commencing any substantial change to the siting, function, or display of the Artwork, Sound Transit shall attempt to notify the Artist of the proposed change and shall provide the Artist a reasonable opportunity to consult with Sound Transit, in accordance with terms and conditions as approved by Sound Transit, regarding the change. In the event that the Artist and Sound Transit do not agree, the Artist shall have the right to remove his/her name from the Artwork, and Sound Transit shall no longer use the Artist's name in association with that Artwork. The foregoing shall be the Artist's exclusive remedy regarding Sound Transit's siting, function, or display of the Artwork. 2. The Artist acknowledges and agrees that the Artwork [described in contract's Attachment 2] is intended to be incorporated in a public transit system and Sound Transit has sole authority over the present and future design and use of that transit system. The Artist further acknowledges and agrees that it is inherent in the nature of a public transit system that the Artwork may be subjected to destruction, distortion, mutilation, or other modification (collectively, "damage") due to repair, renovation or other alteration of the transit system. Prior to commencing any work that may subject the Artwork to		

damage, Sound Transit shall attempt to notify the Artist of the proposed work and shall provide the Artist a reasonable opportunity to consult with Sound Transit, in accordance with terms and conditions as approved by Sound Transit, regarding the avoidance or repair of potential damage to the Artwork. In the event that the Artist and Sound Transit do not agree, the Artist shall have the right to remove his/her name from the Artwork, and Sound Transit shall no longer use the Artist's name in association with that Artwork. The foregoing shall be the Artist's exclusive remedy regarding damage to the Artwork.

- 3. If Sound Transit proposes to do any work that will destroy the Artwork, Sound Transit shall attempt to notify the Artist prior to commencement of that work and the Artist shall have the right to remove the Artwork, at the Artist's sole expense and without unreasonably delaying or interfering with Sound Transit's work. Ownership of any Artwork removed by the Artist pursuant to this provision shall revert to the Artist.
- 4. In the event the Artwork is damaged from any cause; the Artist shall have the right to remove his/her name from the Artwork, and Sound Transit shall no longer use the Artist's name in association with that Artwork.
- With regard to any notices required or permitted by this Section, Sound Transit shall be deemed to have made a diligent, good faith effort to notify the Artist if Sound Transit sends the notice by registered mail to the last address provided to Sound Transit by the Artist.

J. PROPRIETARY RIGHTS AND RIGHTS OF REPRODUCTION

- The Artwork is intended to be incorporated in a public transit system in the United States, and that the funding for the
 Artwork is intended to be provided from public sources in the United States. Therefore, the parties intend and agree that all
 rights in the Artwork shall be determined exclusively in accordance with this Agreement and the laws of the United States
 and the State of Washington.
- 2. If any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the Artist; except for ownership of the physical embodiment of the original Artwork, or as otherwise provided in this Agreement.
- 3. The Artist expressly reserves every right available to him/her to control the making and dissemination of copies or reproductions of the Artwork, except as those rights are limited by this Agreement. The Artist authorizes Sound Transit and its assigns to electronically scan, duplicate, or download images of the Artwork, and to make photographs, drawings, and other two-dimensional reproductions of the Artwork without consent of the Artist for any noncommercial use for the sole use and benefit of the public, including, but not limited to, education, public relations, advertising, brochures, and similar material. The Artist shall not make any exact duplications of the Artwork to full scale or in any manner that could cause confusion as to which is the original and which is the duplicate.
- 4. All reproductions by Sound Transit, including, without limitation, electronic or digital reproduction, shall contain a credit to the Artist and a copyright notice substantially in the following form: "Copyright, Artist's name, all rights reserved, date", and/or any other credit mutually agreed upon by the parties, in such a manner and location as shall comply with the U.S. Copyright Laws.



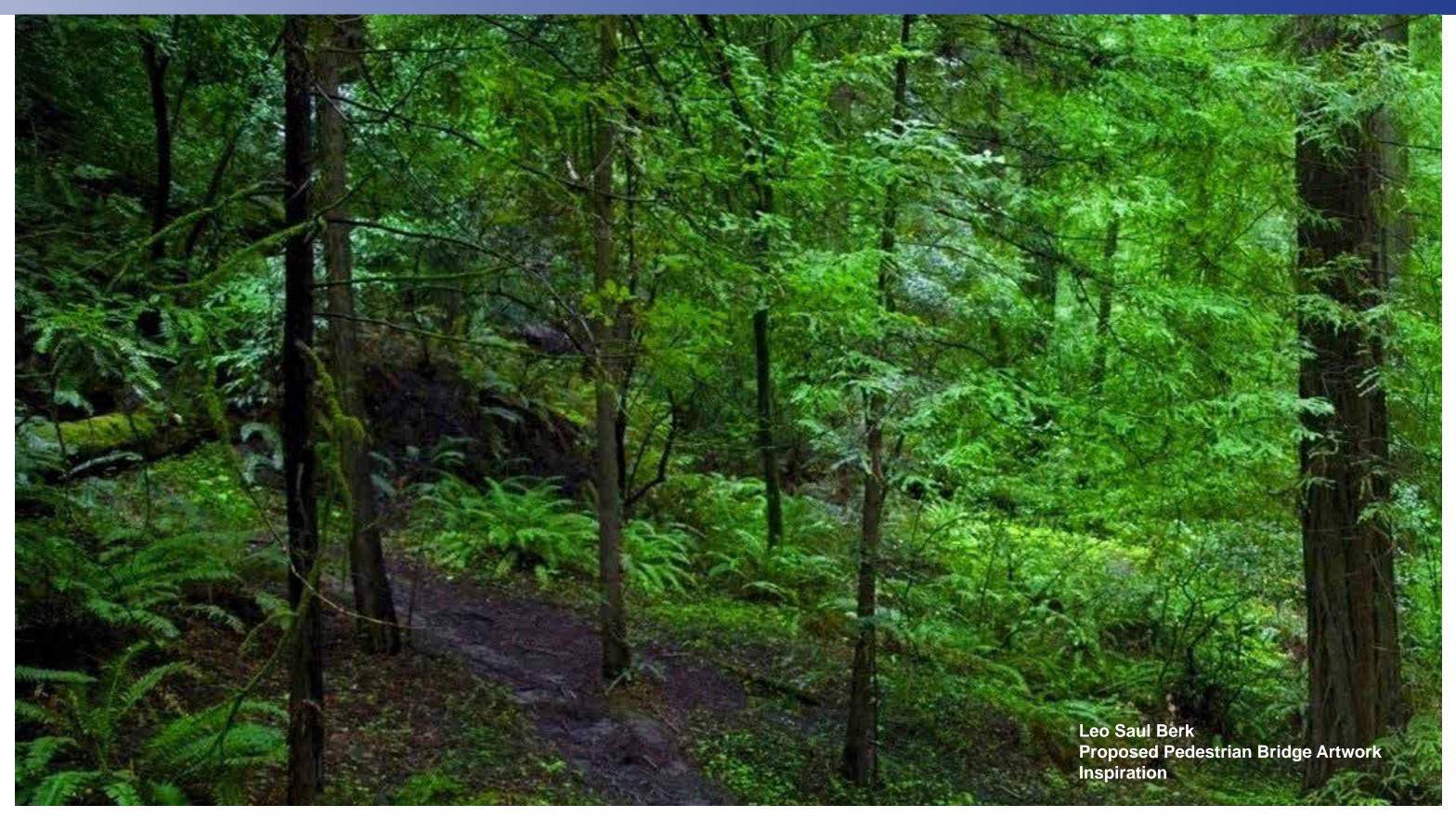
OVS Ped Bridge Artwork Presentation to CoR Design Review Board





Overlake Village Station & Pedestrian Bridge February 2, 2017





City of Redmond PREP-Land Use Entitlement Design Review Board Meeting B (60%)









Overlake Village Station & Pedestrian Bridge February 2, 2017







OVS Ped Bridge Artwork Presentation to CoR Arts and Culture Commission

Overlake Village Station Pedestrian Bridge Artwork

Design Directive: Create a project that contributes a sense of fun and play to OVS and

creates a positive experience of crossing the pedestrian bridge.

Design Limitation: WA DOT does not want the artwork to create a distraction for drivers

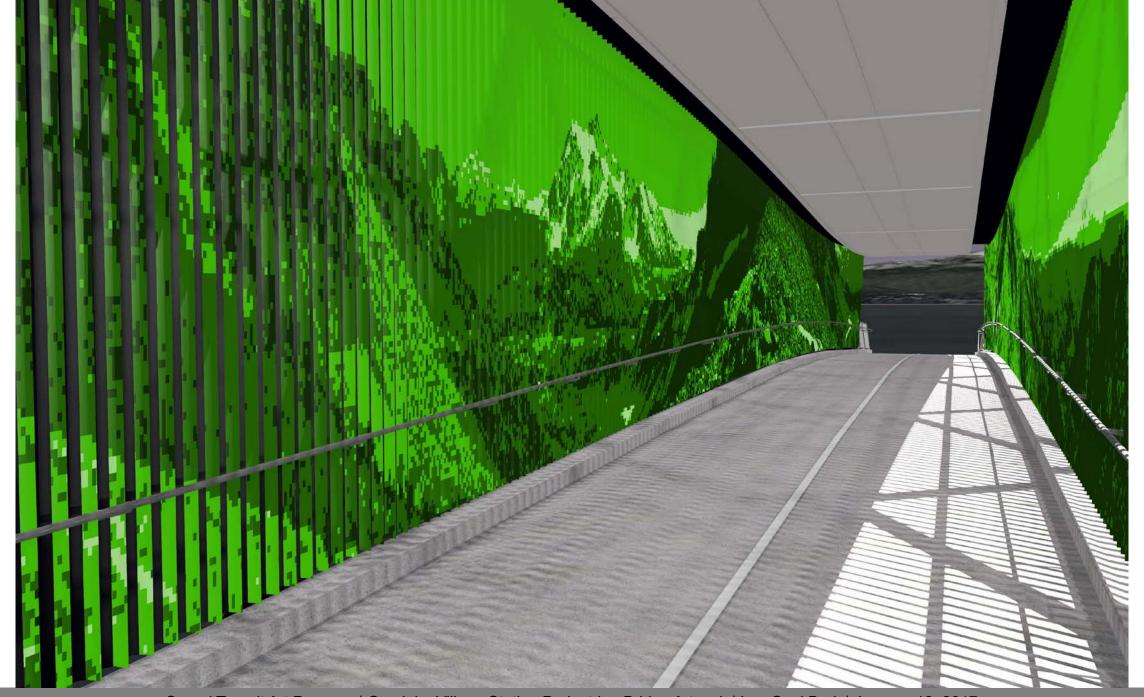
on Highway 520.

Artistic Intentions: Develop an immersive experience that competes with the noise of the

highway and matches the scale of the bridge.



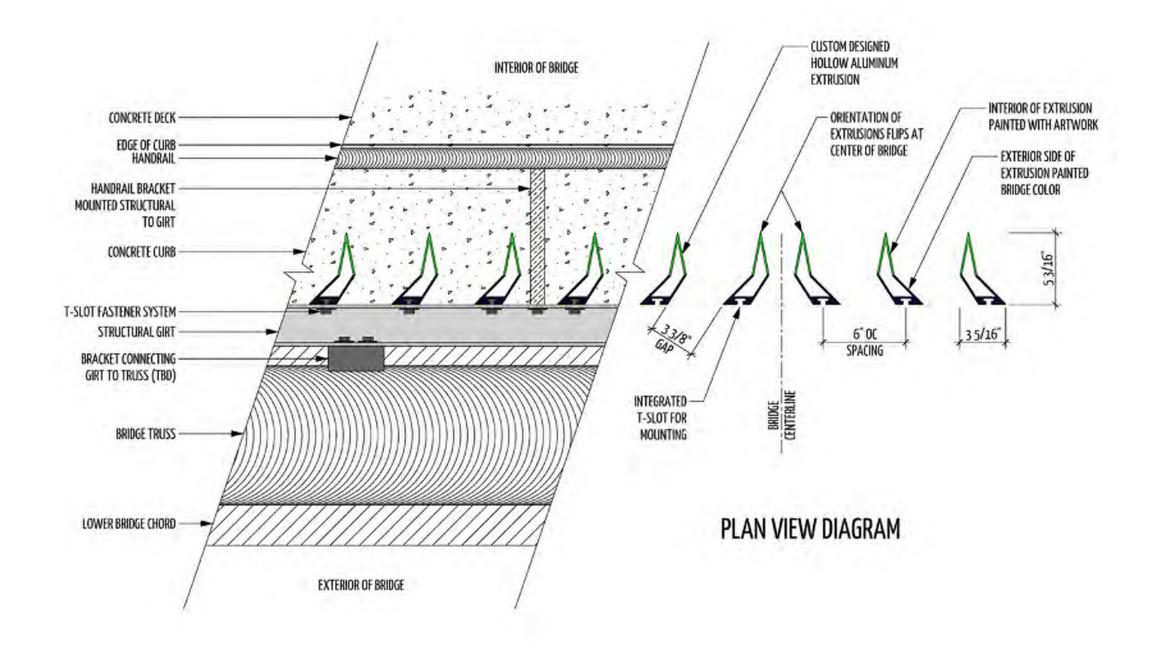
Sound Transit Art Program | Overlake Village Station Pedestrian Bridge Artwork | Leo Saul Berk | January 12, 2017



Sound Transit Art Program | Overlake Village Station Pedestrian Bridge Artwork | Leo Saul Berk | January 12, 2017



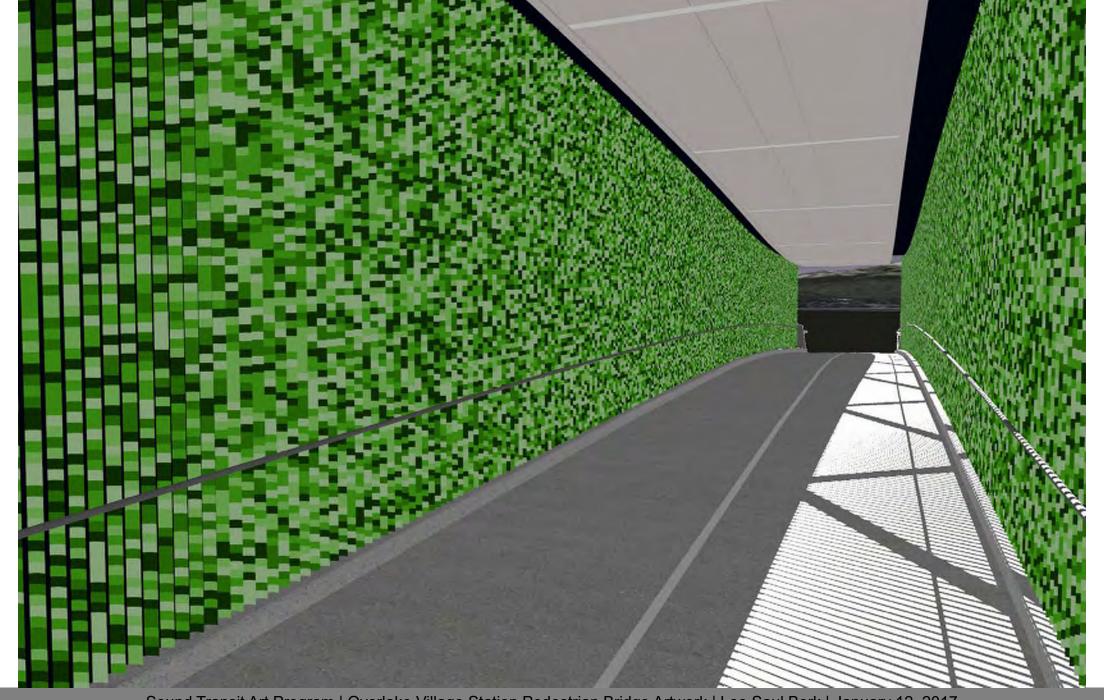






Designed for Ease of Maintenance

- Durable, industrial Tnemec Fluoronar paint
- Hand brushed in regularly spaced stripes
- Limited palette of 5 colors



Sound Transit Art Program | Overlake Village Station Pedestrian Bridge Artwork | Leo Saul Berk | January 12, 2017

PROCESS FOR CREATING BRIDGE ART IMAGERY

STEP 1: SHOOT PANORAMIC PHOTOGRAPHS OF PACIFIC NORTHWEST NATURAL SCENES (THIS IMAGE IS A PLACE HOLDER)



STEP 2: TRANSFORM PHOTOGRAPH INTO FIVE COLOR, PIXELATED IMAGE



STEP 3: EACH COLUMN OF PIXELS IS THEN PAINTED ONTO ONE OF 1032 EXTRUSIONS ON EACH SIDE OF THE BRIDGE CREATING FOUR DIFFERENT IMAGES—AN IMAGE ON EITHER SIDE, BOTH COMING AND GOING.

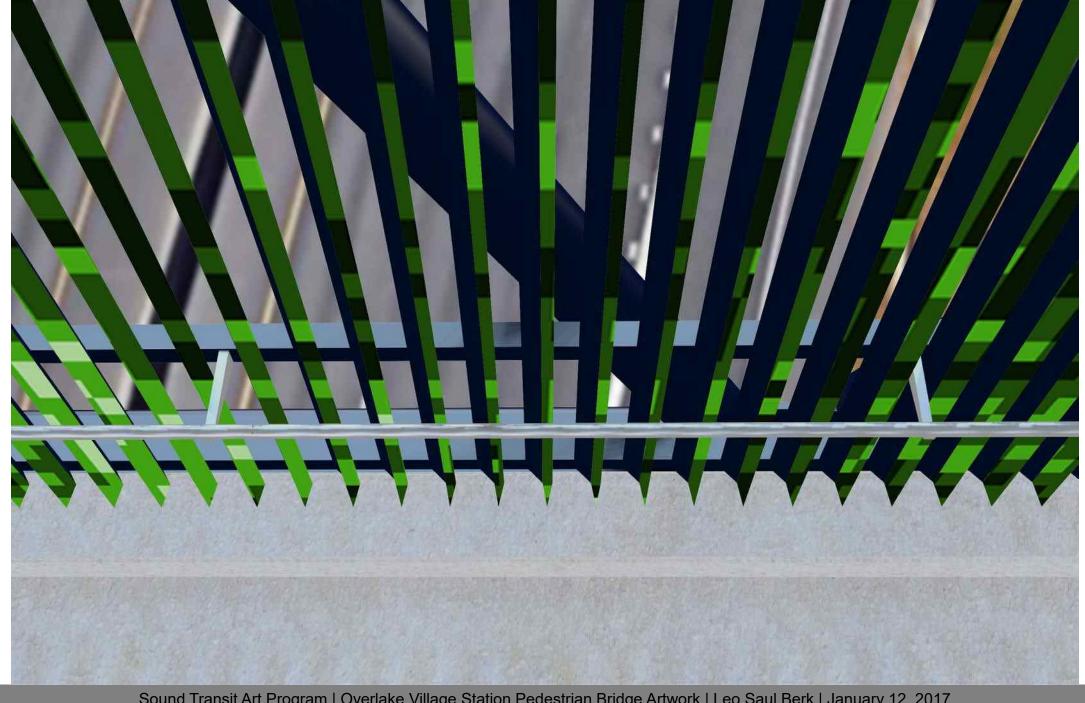


Sound Transit Art Program | Overlake Village Station Pedestrian Bridge Artwork | Leo Saul Berk | January 12, 2017



Sound Transit Art Program | Overlake Village Station Pedestrian Bridge Artwork | Leo Saul Berk | January 12, 2017











OVS Ped Bridge Art Louver Properties - OTAK

Technical Memorandum

otak =

700 Washington Street Suite 300 Vancouver, WA 98660

Phone (360) 737-9613 Fax (360) 737-9651 To: Leo Berk

From: Scott Nettleton P.E.

Prepared By: Scott Nettleton and Elizabeth Sheehy

Date: October 11, 2017

Subject: Overlake Village Pedestrian Bridge Extrusions

Project No.: 18584

Summary:

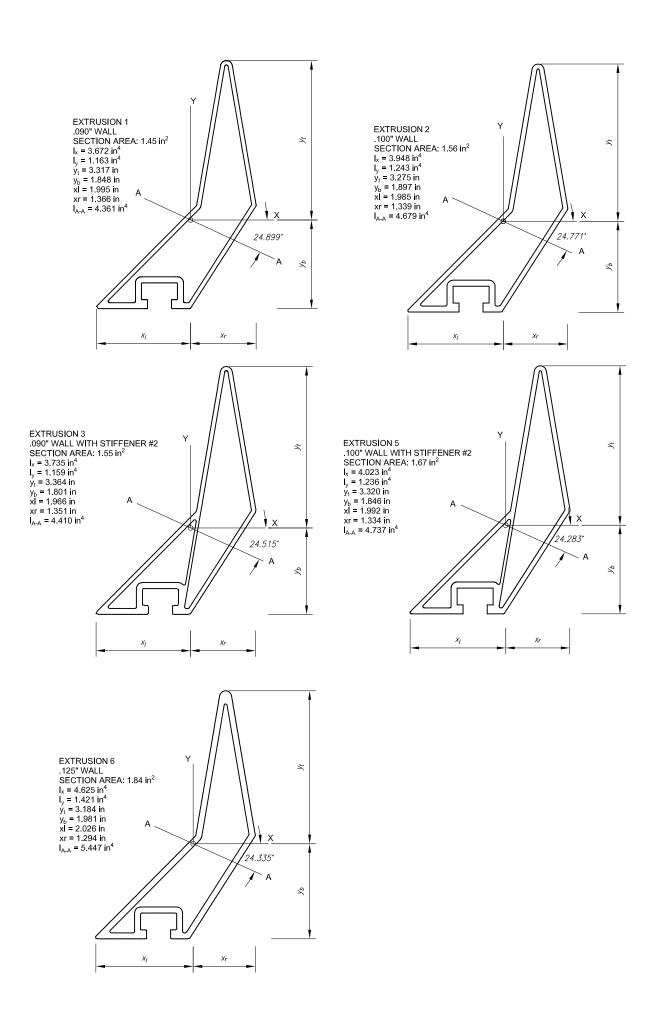
The Overlake Village Pedestrian Bridge has been selected by Sound Transit as a site for mounting of a public art installation to enhance user experience on the East Side Light Rail Extension. The bridge is sited to span SR520 within the City of Redmond connecting the Overlake Village Station to the 520 bike/pedestrian multi-use pathway at the top of the embankment parallel to the highway on the north side.

During the course of design development the installation has coalesced on a pixelated image to be applied to elements installed on either side of the structure interior. These elements are proposed to be manufactured of a custom extruded aluminum cross section that will be placed vertically outside of the hand railing. The position of these members will require them to provide the structural function of handrail balusters.

Otak has been requested by Leo Berk, the artist developing these sections for installation, to provide the engineering properties for proposed sections. The purpose of which to supply to the Bridge Engineer in responsible charge for evaluation against code applied loading and to finalize the supporting mechanism for attachment to the structure.

Five different sections, identified as 1, 2, 3, 5 and 6, each identical externally, have been evaluated. The multiple sections enable the evaluation to determine the most economical section that provides sufficient strength for the installation. The section properties are attached in Appendix A.

APPENDIX A





OVS Ped Bridge Art Louver Deflection Evaluation - OTAK



OVERALL ARTWORK RENDERING LOOKING WEST

SOUND TRANSIT ART PROGRAM

MM/DD/YY

REVISIONS

REMARKS

E360 OVERLAKE	VII I AGE STATI	ON ARTWORK
	VILLAGE GIAII	

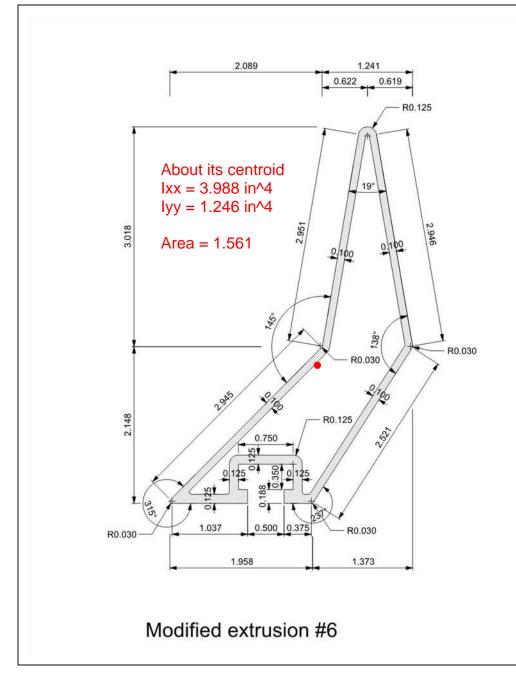


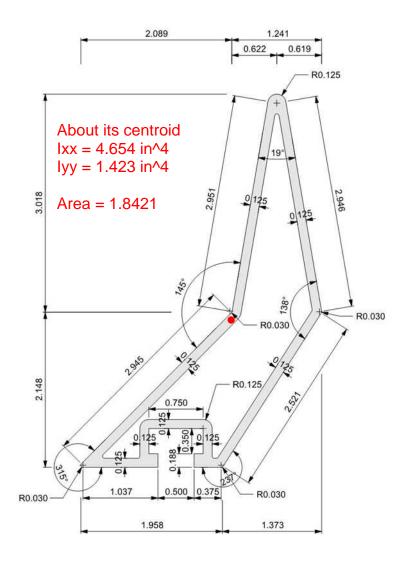
OBLIQUE VIEW RENDERING INSIDE BRIDGE

SOUND TRANSIT ART PROGRAM

E360 OVERLAKE VILLAGE STATION ARTWORK

	REVISIONS					
	MM/DD/YY	REMARKS				
1	//					
2	//					
3	//					
4	//					
5	//					





Modified extrusion #7

PROFILES 6 AND 7

SOUND TRANSIT ART PROGRAM

		REVISIONS
	MM/DD/YY	REMARKS
1	//	
2	//	
3	//	
4	//	
5	1 1	

E360 OVERLAKE VILLAGE STATION ARTWORK 106

CHK APP REVISION

XREF LIST:

xE360-GB-TB22x34.dwg

xE360-B25-SPE001.dwg

xE360-B25-SPD002.dwg xE360-B25-SPD003.dwg

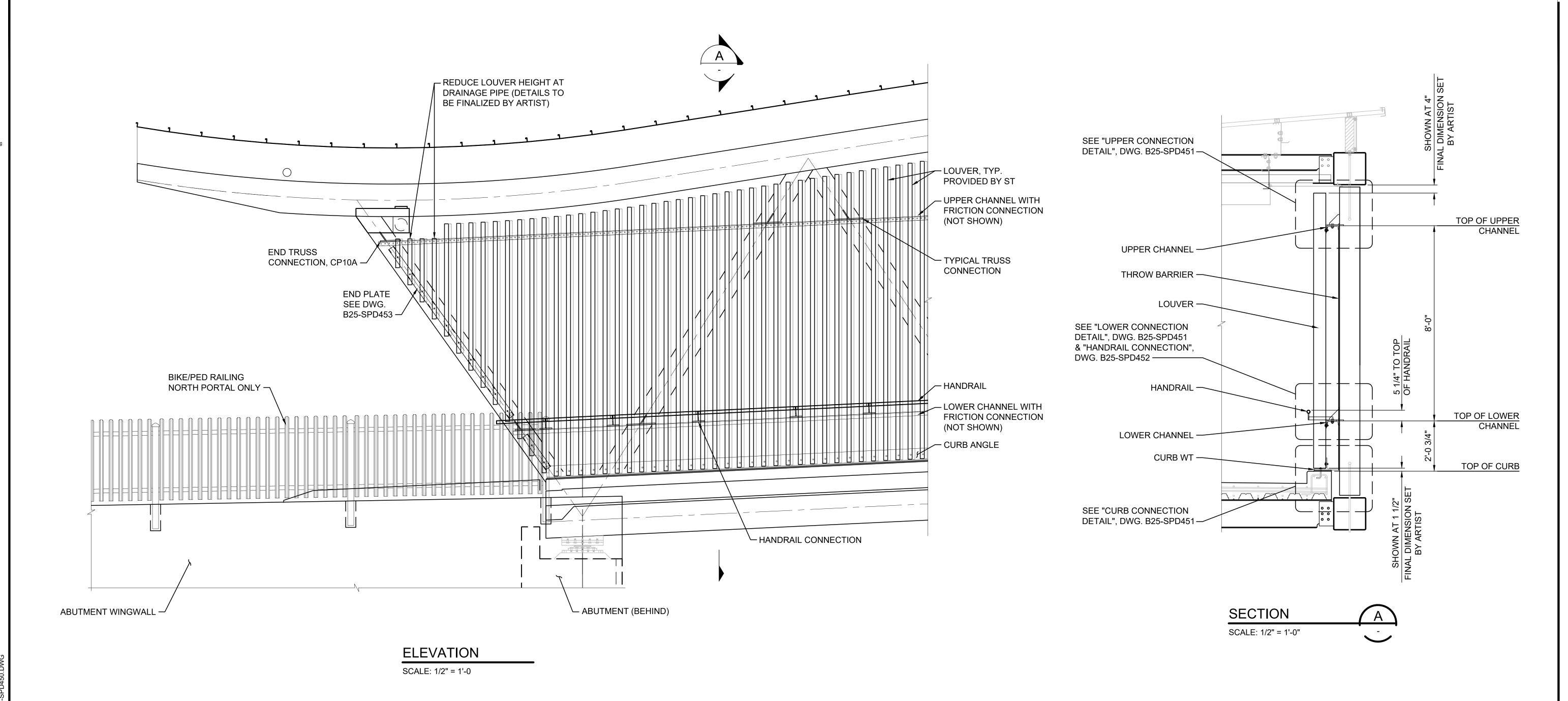
xE360-B25-SPD015.dwg xE360-B25-SBE001.dwg

xE360-B25-SBE011.dwg xE360-B25-SPX001.dwg



OVS Ped Bridge Substructure and Superstructure Drawings

XREF LIST: xE360-GB-TB22x34.dwg xE360-GB-TB22x34_TYLI LOGO.dwg xE360-B25-AWE020 dwg xE360-B25-SPE001.dwg xE360-B25-AWX001.dwg xE360-B25-SPX001.dwg xE360-B25-SPE001.dwg xE360-B25-SBE011.dwg xE360-B25-ARX001.dwg xE360-B25-ARE001.dwg

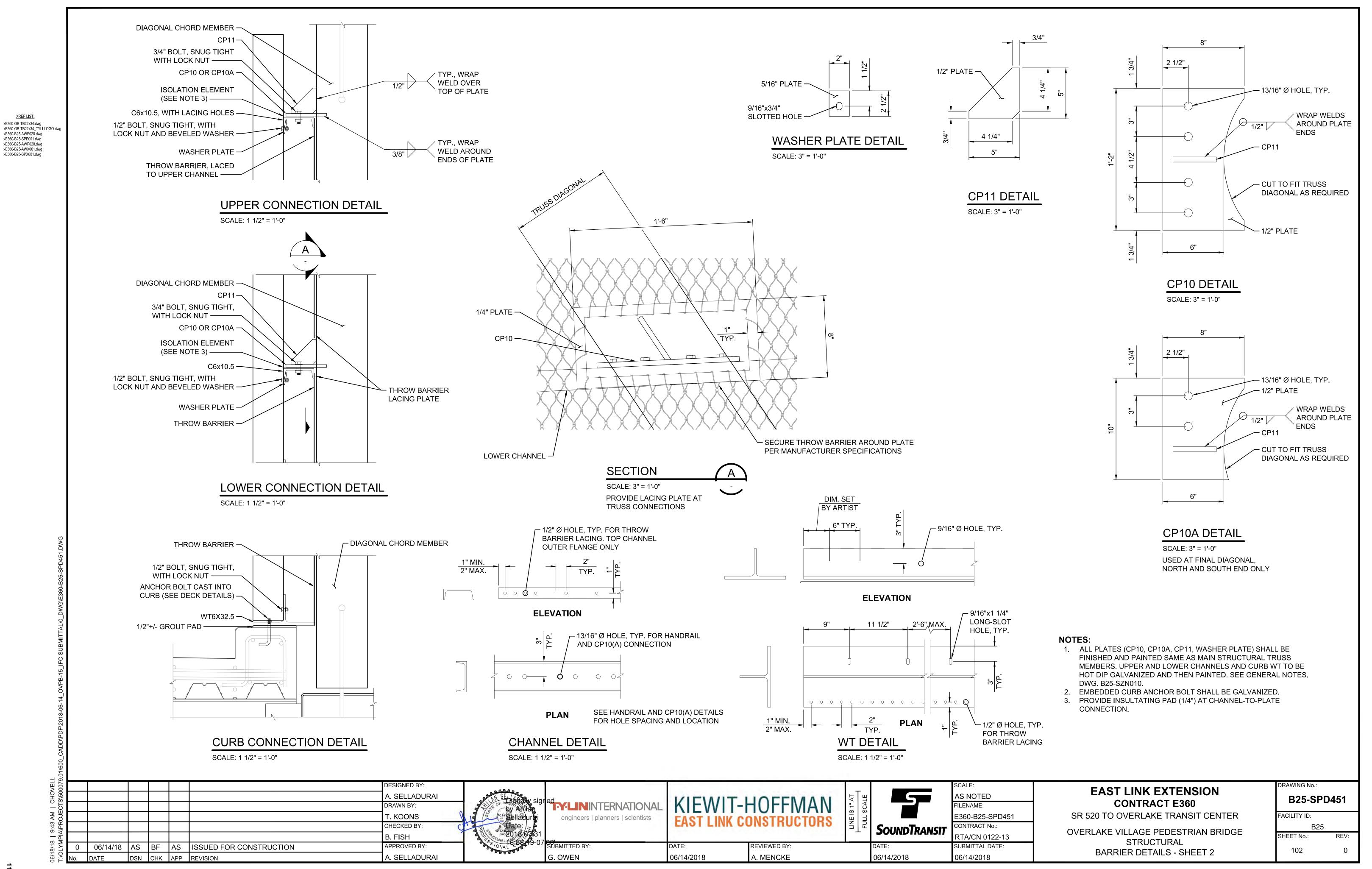


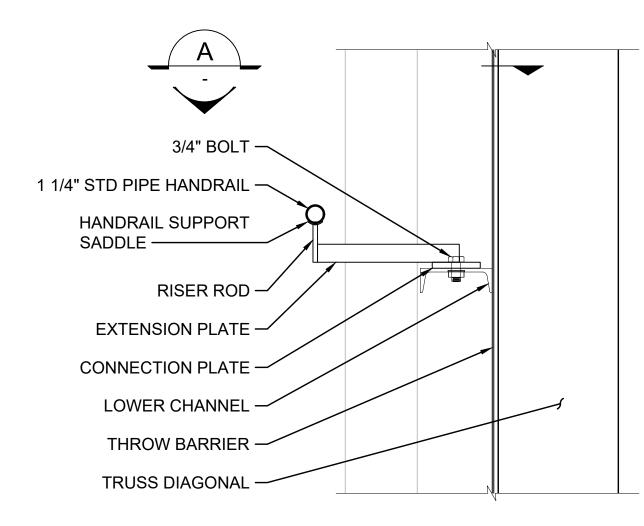
NOTES:

- 1. PROFILE OF UPPER AND LOWER CHANNELS FOLLOW PGL. SEE DWG. B25-SPP025.
- 2. LOUVERS ARE TO BE PROVIDED AND INSTALLED BY SOUND TRANSIT. 3. LOUVER CONNECTIONS DESIGNED BASED ON THE FOLLOWING
 - LOUVER PROPERTIES: - ASTM B221 ALUMINUM, Ftu = 38 KSI, Fty = 35 KSI, Ftuw = 24 KSI
 - AREA = 1.45 IN^2
 - $Ix = 3.672 IN^4$
 - $Iy = 1.163 IN^4$
 - yb = 1.848 IN LOUVERS WITH ALTERNATE PROPERTIES SHALL BE APPROVED BY
- THE ENGINEER OF RECORD PRIOR TO FABRICATION. 4. SEE DP012, OVS STATION DRAWINGS FOR BARRIER CONNECTION AT SOUTH PORTAL.
- 5. FOR CONNECTION PLATE DETAILS, SEE DWG. B25-SPD451.

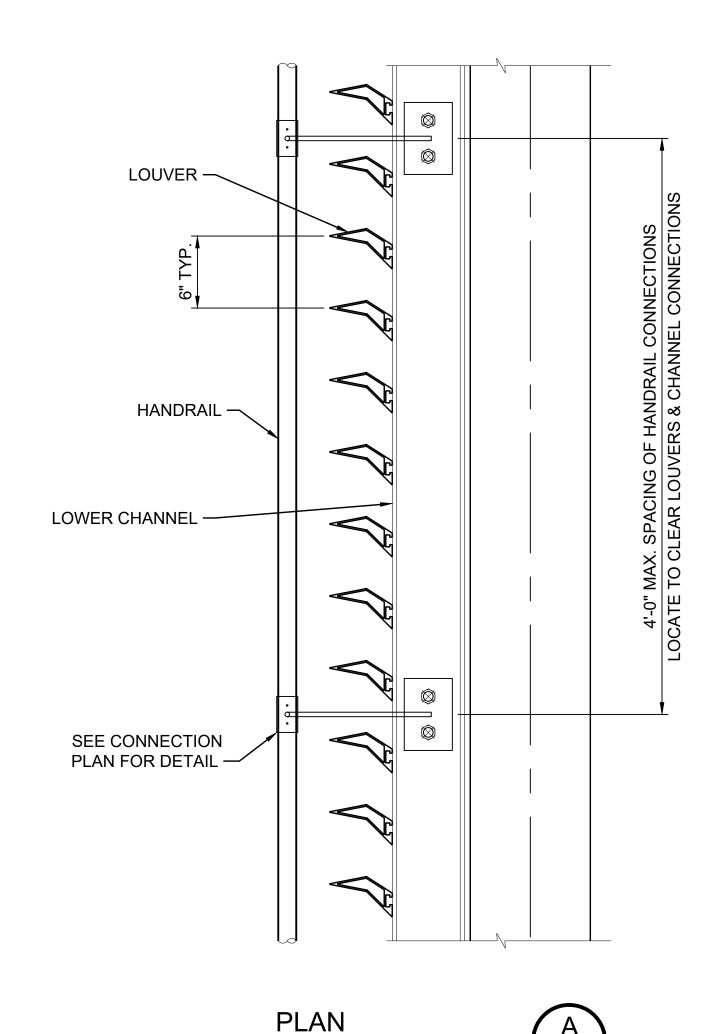
- **CONSTRUCTION SEQUENCING FOR BARRIERS:** 1. FABRICATE TRUSS CONNECTIONS AND CONFIRM VERTICAL
- ALIGNMENT OF CHANNELS IN SHOP. 2. ALIGN CURB CONNECTION WITH TRUSS CONNECTIONS IN FIELD.
- PLACE GROUT PAD AND TIGHTEN CURB BOLTS.
- 3. INSTALL THROW BARRIER, WITH LACING PLATES AT TRUSS CONNECTIONS.
- 4. ATTACH LOUVERS TO CURB ANGLE.
- 5. ATTACH LOUVERS TO LOWER AND UPPER FRICTION CONNECTION, CHECKING VERTICAL ALIGNMENT PRIOR TO FINAL TIGHTENING.

100% SUBMITTAL	DESIGNED BY: A. SELLADURAI DRAWN BY:	PRELIMINARY ENGINEERING	T-Y-LININTERNATIONAL	KIEWIT-H	HOFFMAN 197	SCALE SCALE	SCALE: AS NOTED FILENAME:	EAST LINK EXTENSION CONTRACT E360	DRAWING No.: B25-SPD450
	T. KOONS		engineers planners scientists	EVEL I IMIK CO	ONSTRUCTORS E	<u> </u>	E360-B25-SPD450	SR 520 TO OVERLAKE TRANSIT CENTER	FACILITY ID:
	CHECKED BY:	NOT FOR		CHOI LINK GO	JNSTRUCTURS	[□] SoundTransit	CONTRACT No.:	OVERLAKE VILLAGE PEDESTRIAN BRIDGE	B25
	B. FISH	CONSTRUCTION			_	Southinain	RTA/CN 0122-13	STRUCTURAL	SHEET No.: REV:
	APPROVED BY:	CONSTRUCTION	SUBMITTED BY:	DATE:	REVIEWED BY:	DATE:	SUBMITTAL DATE:	BARRIER DETAILS - SHEET 1	101 0
DATE DSN CHK APP REVISION	A. SELLADURAI		G. OWEN	04/02/2018	A. MENCKE	04/02/2018	04/02/2018	DARRIER DETAILS - SHEET T	

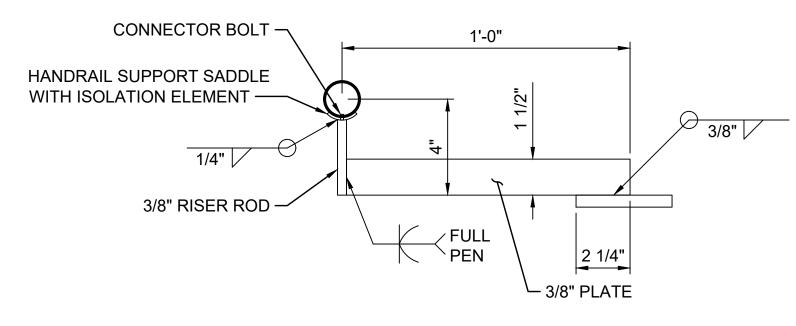




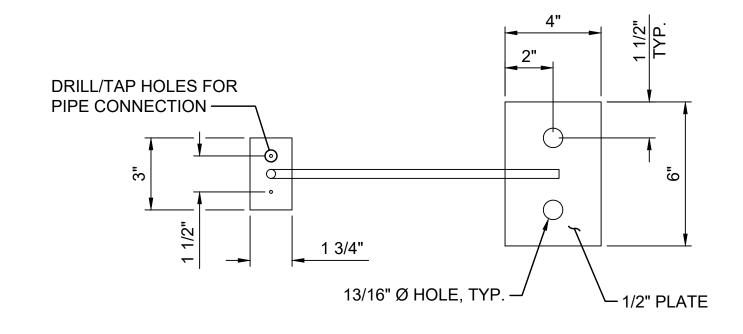
HANDRAIL CONNECTION



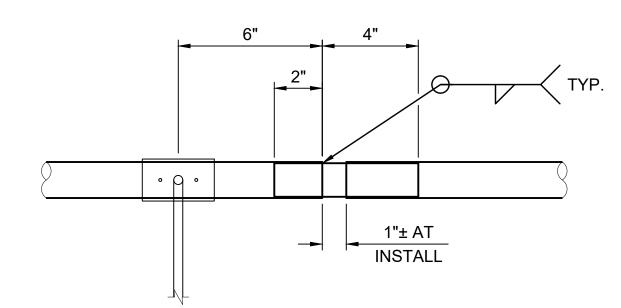
SCALE: 1 1/2" = 1'-0"



HANDRAIL CONNECTION - SECTION



HANDRAIL CONNECTION - PLAN



HANDRAIL EXPANSION JOINT - PLAN

EXPANSION SLEEVE TO BE 1" STD PIPE

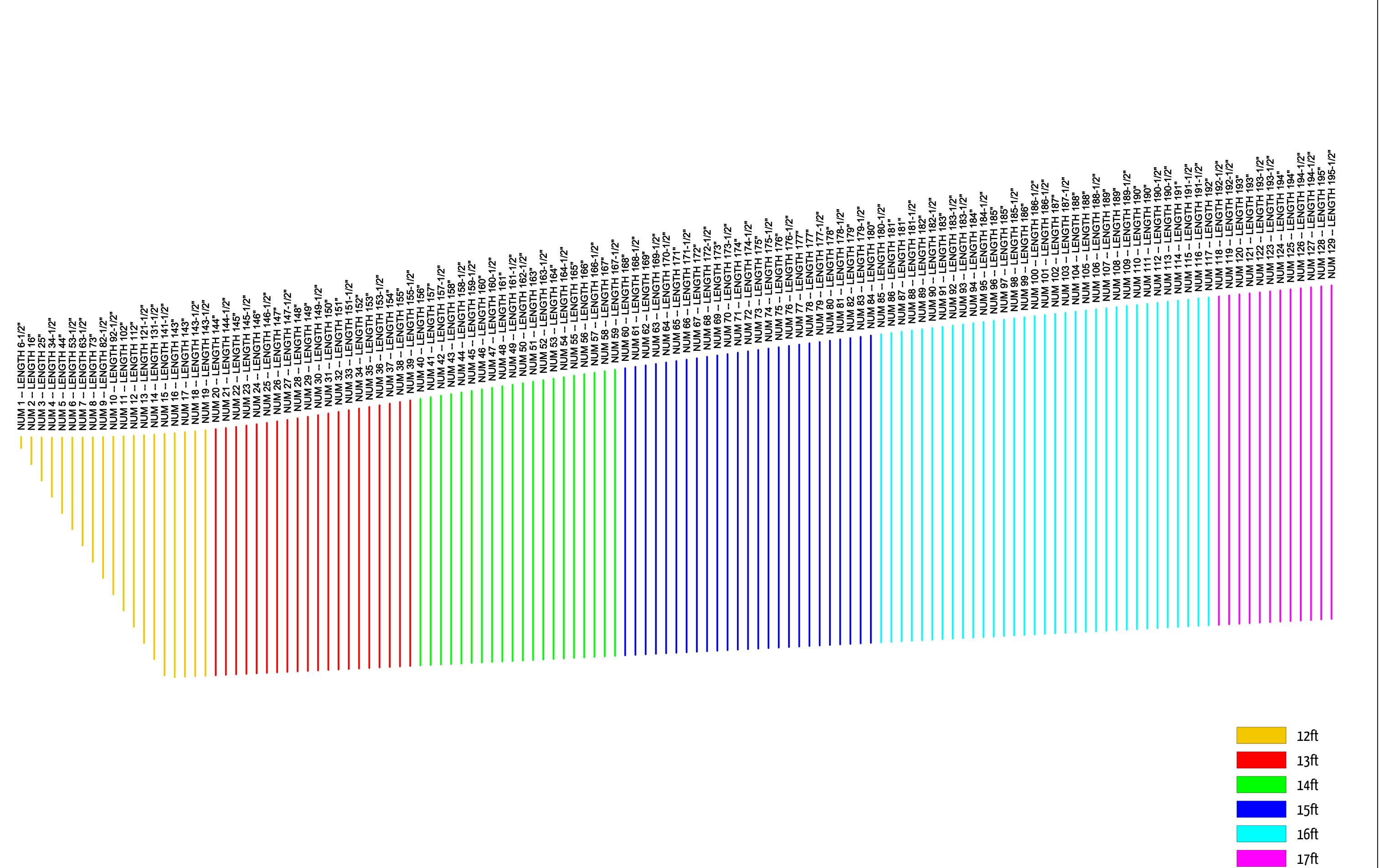
NOTES:

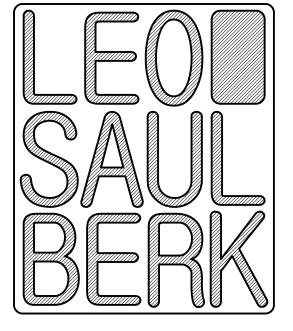
- 1. HANDRAIL TO BE STAINLESS STEEL, TYPE "HNDRL-2" PER SPECIFICATION 05 73 00, DECORATIVE METAL RAILINGS.
- ASSUMED INSTALLATION TEMPERATURE IS 64° F. INSTALLATION GAP IN HANDRAIL SHALL BE ADJUSTED FOR ACTUAL TEMPERATURE AT INSTALLATION.
- 3. HANDRAIL EXPANSION JOINTS SHALL BE LOCATED AT 100 FT MAXIMUM.
- ALL PLATES TO BE FINISHED AND PAINTED SAME AS MAIN STRUCTURAL TRUSS MEMBERS.

		10	00% SUBMITTAL	DESIGNED BY: A. SELLADURAI DRAWN BY:	PRELIMINARY ENGINEERING	TY:LININTERNATIONAL	KIEWIT-I	HOFFMAN	S 1" AT	5	SCALE: AS NOTED FILENAME:	EAST LINK EXTENSION CONTRACT E360	B25-SPI	D452
				T. KOONS		engineers planners scientists	EAST LINK C	OMOTRIJOTORO			E360-B25-SPD452	SR 520 TO OVERLAKE TRANSIT CENTER	FACILITY ID:	
				CHECKED BY:	NOT FOR		CHOI LINK U	ONSTRUCTORS		SoundTransit	CONTRACT No.:	OVERLAKE VILLAGE PEDESTRIAN BRIDGE	B25	į
				B. FISH							RTA/CN 0122-13	STRUCTURAL	SHEET No.:	REV:
				APPROVED BY:	CONSTRUCTION	SUBMITTED BY:	DATE:	REVIEWED BY:]	DATE:	SUBMITTAL DATE:		103	0
No.	DATE	DSN	CHK APP REVISION	A. SELLADURAI		G. OWEN	04/02/2018	A. MENCKE		04/02/2018	04/02/2018	BARRIER DETAILS - SHEET 3		Ĭ



OVS Ped Bridge Artwork Louver Cut List





3327 S MORGAN ST SEATTLE, WA 98118 206 234 4970 leo@leosaulberk.com

OVERLAKE VILLAGE PEDESTRIAN BRIDGE ARTWORK

> OVERLAKE TRANSIT CENTER

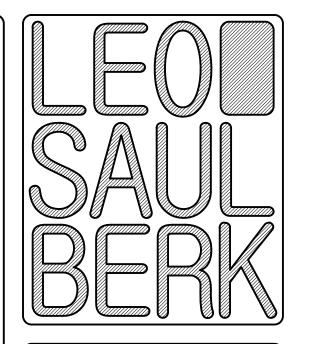
SOUND TRANSIT

FINAL DESIGN

EXTRUSION
NUMBERING AND
LENGTHS WEST

DRAWN BY LSB

12ft 13ft 14ft 15ft 16ft 17ft



3327 S MORGAN ST SEATTLE, WA 98118 206 234 4970 leo@leosaulberk.com

OVERLAKE VILLAGE PEDESTRIAN BRIDGE ARTWORK

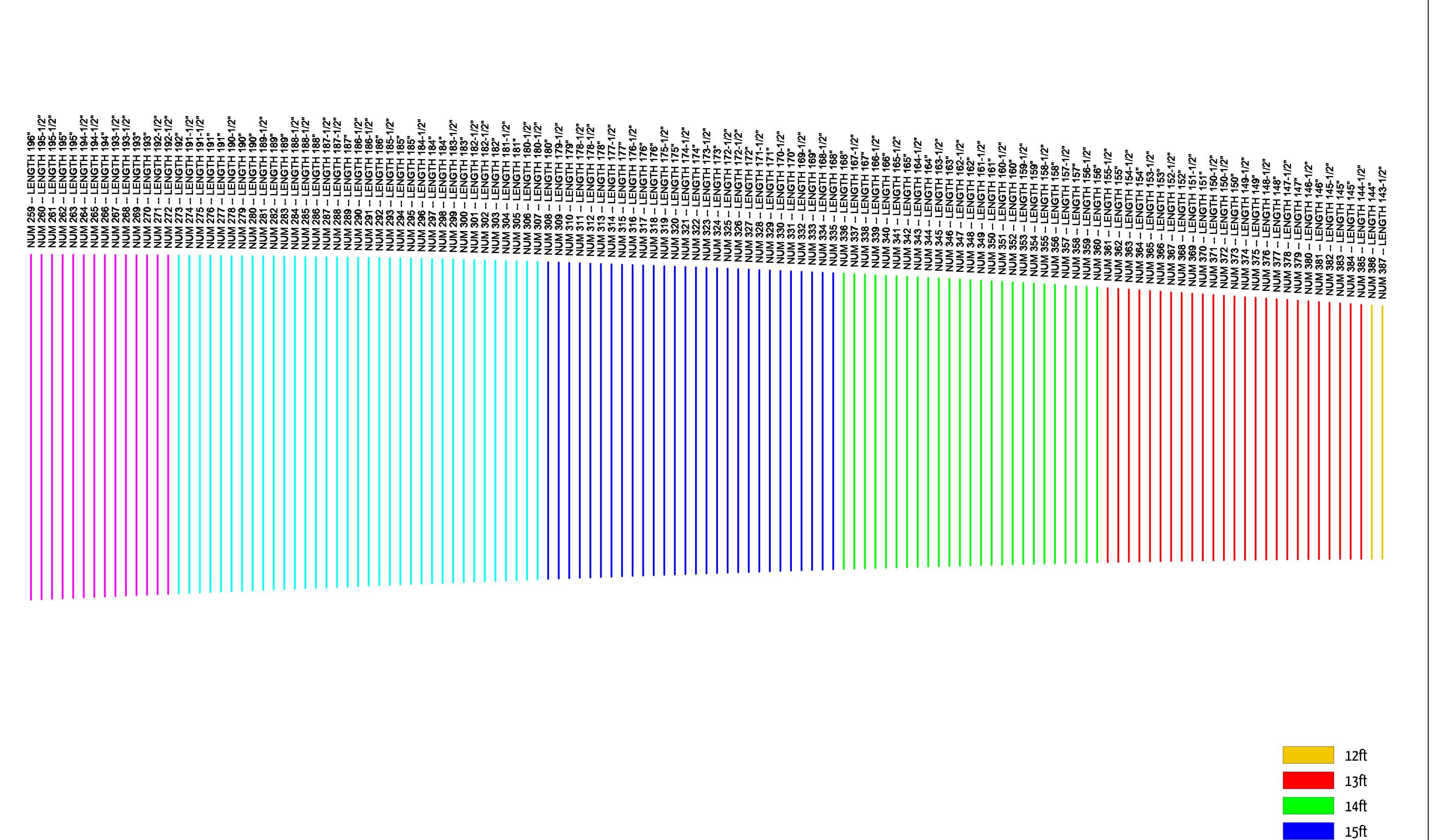
> OVERLAKE TRANSIT CENTER

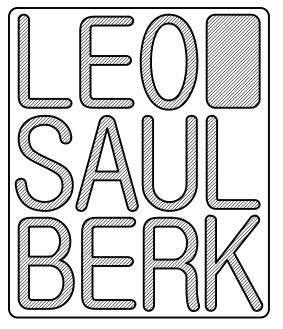
SOUND TRANSIT

FINAL DESIGN

EXTRUSION
NUMBERING AND
LENGTHS
MIDDLE WEST

DRAWN BY LSB





3327 S MORGAN ST SEATTLE, WA 98118 206 234 4970 leo@leosaulberk.com

OVERLAKE VILLAGE PEDESTRIAN BRIDGE ARTWORK

> OVERLAKE TRANSIT CENTER

SOUND TRANSIT

FINAL DESIGN

EXTRUSION
NUMBERING AND
LENGTHS
MIDDLE EAST

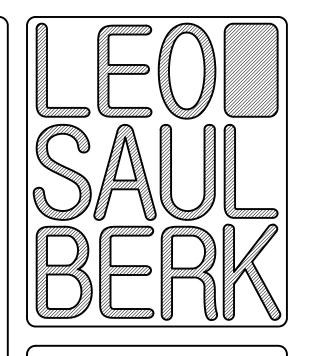
DRAWN BY LSB

A402

16ft

17ft

12ft 13ft



3327 S MORGAN ST SEATTLE, WA 98118 206 234 4970 leo@leosaulberk.com

OVERLAKE VILLAGE PEDESTRIAN BRIDGE ARTWORK

> OVERLAKE TRANSIT CENTER

SOUND TRANSIT

FINAL DESIGN

EXTRUSION
NUMBERING AND
LENGTHS EAST

DRAWN BY LSB

14ft

15ft

16ft

17ft



OVS Ped Bridge Artwork Louver Identification List

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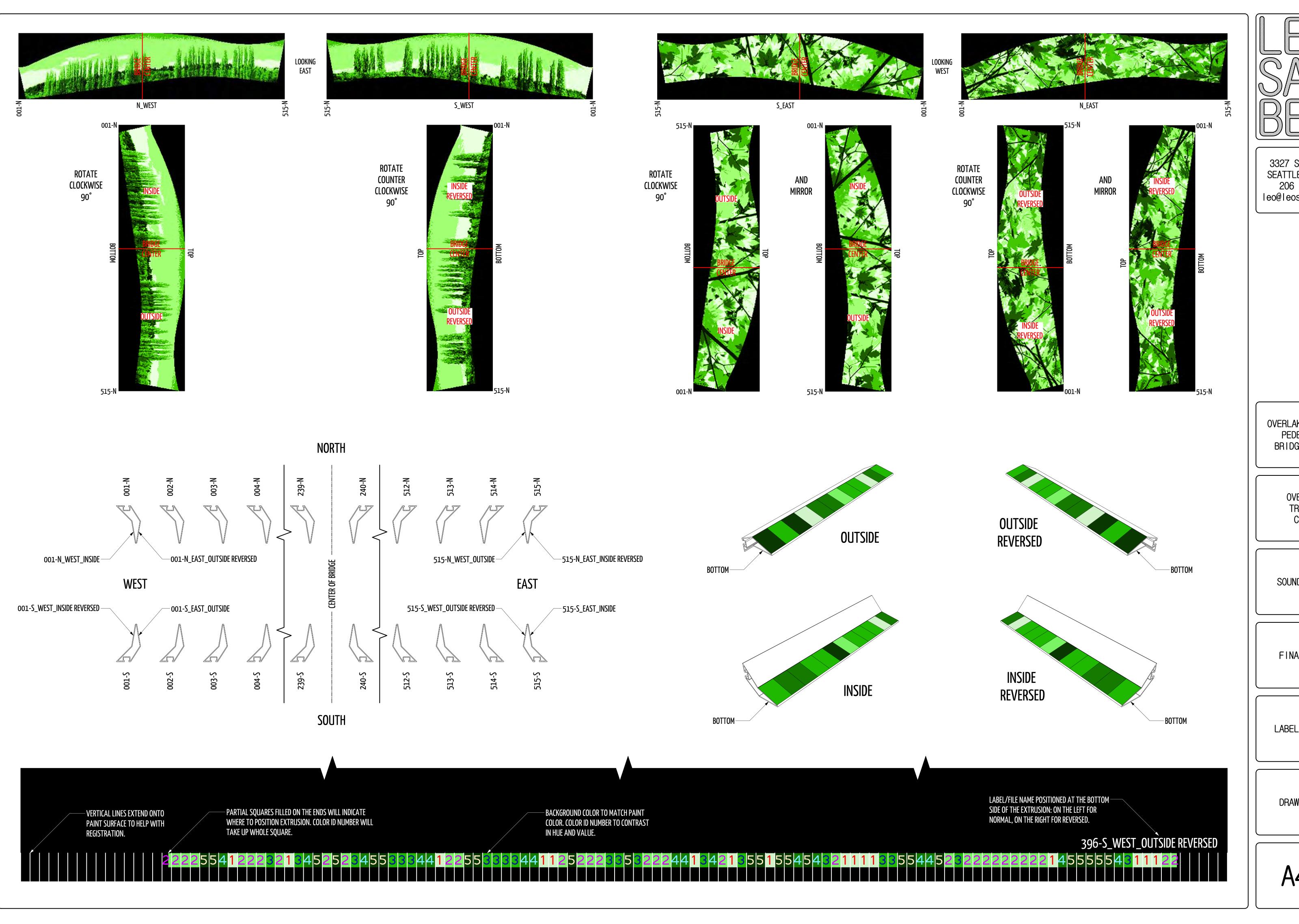
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TOTAL						



OVS Ped Bridge Artwork Labeling Guide



3327 S MORGAN ST SEATTLE, WA 98118 206 234 4970 leo@leosaulberk.com

OVERLAKE VILLAGE PEDESTRIAN BRIDGE ARTWORK

> OVERLAKE TRANSIT CENTER

SOUND TRANSIT

FINAL DESIGN

LABELING GUIDE

DRAWN BY LSB



OVS Ped Bridge Artwork Painting Composite Images Diagram



BRIDGE EXTERIOR WITH ARTWORK



IMAGE ON EAST INTERIOR OF BRIDGE (LINE OF TRAVEL TO EAST)

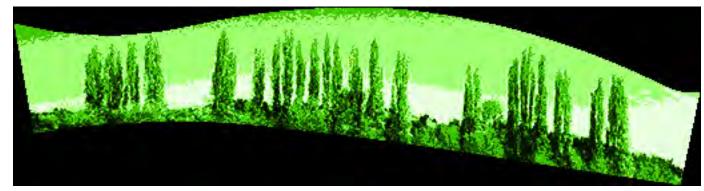


IMAGE ON EAST INTERIOR OF BRIDGE (LINE OF TRAVEL TO WEST)



IMAGE ON WEST INTERIOR OF BRIDGE (LINE OF TRAVEL TO EAST)



IMAGE ON WEST INTERIOR OF BRIDGE (LINE OF TRAVEL TO WEST)



Sound Transit Art Program (STart) 401 S Jackson St Seattle WA 98104 206-903-7665 phone kurt.kiefer@soundtransit.org

OVERLAKE VILLAGE STATION LEO SAUL BERK, PEDESTRIAN BRIDGE ARTWORK DECEMBER 11, 2018



OVS Ped Bridge Primer Amerlock 2 Product Data and MSDS Sheets

DESCRIPTION

Two-component, high solids epoxy coating

PRINCIPAL CHARACTERISTICS

- Low-temperature curing down to 0°C (32°F)
- High performance self priming universal epoxy
- · High solids, low VOC
- · Surface tolerant and abrasion resistant
- · Compatible with prepared, damp surfaces
- Good adhesion on most existing coatings
- · Good resistance to splash and spillage of chemicals
- Meets NSF Standard 61 for tanks, pipes, valves and fittings (US manufacturing only)
- · Proven coating as a bulk rail lining and DTM exterior coating

COLOR AND GLOSS LEVEL

- · Standard primer colors and custom colors
- Semi-gloss

Ref. 7989

Note: Epoxy coatings will chalk and fade with exposure to sunlight. Light colors are prone to ambering to some extent. Note that product tinted to custom colors are not recommended for immersion service. Only use factory grind batches for immersion

BASIC DATA AT 10°C (50°F)

Data for mixed product					
Number of components	Two				
Mass density	1.4 kg/l (11.7 lb/US gal)				
Volume solids	85 ± 2%				
VOC (Supplied)	Directive 1999/13/EC, SED: max. 114.0 g/kg max. 163.0 g/l (approx. 1.4 lb/US gal) EPA Method 24: 1.5 lb/US gal (180.0 g/l)				
Temperature resistance (Continuous)	To 120°C (250°F)				
Temperature resistance (Intermittent)	To 175°C (350°F)				
Recommended dry film thickness	100 - 200 μm (4.0 - 8.0 mils)				
Theoretical spreading rate	8.5 m²/l for 100 µm (341 ft²/US gal for 4.0 mils)				
Dry to touch	6 hours				
Overcoating Interval	See overcoating tables				

Page 1/6

Data for mixed product		
Shelf life	Base: at least 36 months when stored cool and dry Hardener: at least 24 months when stored cool and dry	

Notes:

- See ADDITIONAL DATA Spreading rate and film thickness
- See ADDITIONAL DATA Overcoating intervals
- See ADDITIONAL DATA Curing time
- For compliance with regulations which require VOC less than 100 g/L, AMERLOCK 2 VOC can be specified interchangeably
- AMERLOCK 2 VOC is available only in US and Canada
- Intermittent temperature resistance should be less than 5% of the time, and maximum 24 hours
- Temperature resistance is in atmospheric condition. Please contact your PPG representative for immersion condition.

RECOMMENDED SUBSTRATE CONDITIONS AND TEMPERATURES

Coating performance is proportional to the degree of surface preparation. Remove all loose paint, mill scale, and rust.
 The surface to be coated must be dimensionally stable, dry, clean and free of grease, oil, and other foreign materials.
 When proper abrasive blast surface preparation is not practical, surfaces should be chipped clean and wire brushed to bare, clean material

Carbon steel

- For immersion service: steel; blast cleaned to ISO-Sa2½ (SSPC SP-10)
- For atmospheric service, abrasive blast to ISO-Sa2½ or minimum SSPC SP-6, power tool cleaned to ISO-St3 (SSPC SP-3) or hand tool cleaned to ISO-St2 (SSPC SP-2) or ultra high pressure water jet to SSPC SP WJ-2(L) / NACE WJ-2(L)

Concrete / Masonry

- Remove grease, oil and other penetrating contaminants according to ASTM D4258
- Abrade the surface per ASTM D4259 to remove all chalk and surface glaze or laitance. Achieve surface profile ICRI CSP 3 to 5
- Fill voids as necessary with AMERCOAT 114 A epoxy filler
- Maximum recommended moisture transmission rate is 3 lbs /1,000 ft2 / 24 hours by moisture transmission test (ASTM F1869, calcium chloride test or by ASTM D4263, plastic sheet test)
- Alternatively, ASTM D4944 (Calcium Carbide Gas method) can be used, moisture content should not exceed 4%

Galvanized steel

- Remove oil or soap film with detergent or emulsion cleaner
- Lightly abrasive blast with a fine abrasive in accordance with SSPC SP-16 guidelines to achieve a profile of 40 75 µm (1.5 3.0 mils). When light abrasive blasting is not possible, galvanizing can be treated with a suitable zinc phosphate conversion coating
- Galvanizing that has had at least 12 months of exterior weathering may be coated after power washing to remove all
 contaminants and white rust

pPG

Ref. 7989 Page 2/6

Non-ferrous metals and stainless steel

- Remove all rust, dirt, moisture, grease or other contaminants from the surface
- Lightly abrasive blast with a fine abrasive in accordance with SSPC SP-16 guidelines to achieve a profile of 40 100 μm (1.5 - 4.0 mils)

Aged coatings and repairs

- · Aged suitable coating must be dry and free from any contamination
- · For single-pack coatings, extra precautions are necessary

Substrate temperature

- Substrate temperature during application and curing should be between 0°C (32°F) and 50°C (122°F)
- Substrate temperature during application and curing should be at least 3°C (5°F) above dew point

SYSTEM SPECIFICATION

- Primers: Direct to substrate; DIMETCOTE Series, AMERCOAT 68 Series, AMERLOCK 2 / 400 Series, SIGMAZINC Series, AMERCOAT Epoxies and SIGMA Epoxies
- Topcoats: AMERCOAT 450 Series, SIGMADUR Series, SIGMACOVER Epoxies, AMERCOAT Epoxies, AMERSHIELD and PSX 700

Note: Please contact your PPG representative if using an alternate primer

INSTRUCTIONS FOR USE

Mixing ratio by volume: base to hardener 50:50 (1:1)

- · The paint should be stirred well before use, preferably by means of a mechanical mixer, to ensure homogeneity
- · Add hardener to base and continue stirring until homogeneous

Induction time

Mixed product induc	Mixed product induction time				
Mixed product temperature	Induction time				
0°C (32°F)	45 minutes				
10°C (50°F)	30 minutes				
15°C (59°F)	20 minutes				
20°C (68°F)	10 minutes				
Above 23°C (73°F)	None				

Pot life

2 hours at 10°C (50°F)

Note: See ADDITIONAL DATA - Pot life

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Ref. 7989 Page 3/6

Air spray

Recommended thinner

THINNER 91-92 FOR GLOBAL, THINNER 21-06 (AMERCOAT 65) FOR NSF/ANSI 61, THINNER 91-82 (AMERCOAT T10) for NON NSF/ANSI 61 and \< 90°F (32°C), THINNER 21-25 (AMERCOAT 101) for NON NSF/ANSI 61 and > 90°F (32°C)

Volume of thinner

0 - 10%, depending on required thickness and application conditions

Airless spray

Recommended thinner

THINNER 91-92 FOR GLOBAL, THINNER 21-06 (AMERCOAT 65) FOR NSF/ANSI 61, THINNER 91-82 (AMERCOAT T10) for NON NSF/ANSI 61 and \< 90°F (32°C), THINNER 21-25 (AMERCOAT 101) for NON NSF/ANSI 61 and > 90°F (32°C)

Volume of thinner

0 - 5%, depending on required thickness and application conditions

Nozzle orifice

Approx. 0.48 mm (0.019 in)

Nozzle pressure

15.0 - 18.0 MPa (approx. 150 - 180 bar; 2176 - 2611 p.s.i.)

Brush/roller

- Apply evenly using a well-loaded brush or roller
- Application by brush or roller will provide approximately 80 µm (3.1 mils) DFT in a single-coat application

Cleaning solvent

THNNER 90-53, THINNER 90-58 (AMERCOAT 12) OR THINNER 21-06 (AMERCOAT 65)

ADDITIONAL DATA

DFT	Theoretical spreading rate
100 µm (4.0 mils)	8.5 m²/l (341 ft²/US gal)
125 µm (5.0 mils)	6.8 m²/l (273 ft²/US gal)
200 µm (8.0 mils)	4.3 m²/l (170 ft²/US gal)

pPG

Ref. 7989 Page 4/6

Overcoating interval for DFT up to 200 µm (8.0 mils)						
Overcoating with	Interval	5°C (41°F)	10°C (50°F)	20°C (68°F)	30°C (86°F	
itself and various two-	Minimum	24 hours	12 hours	6 hours	3 hours	
pack epoxy coatings	Maximum	1 month	1 month	1 month	1 month	
urethane and PSX	Minimum	24 hours	12 hours	6 hours	3 hours	
	Maximum	14 days	14 days	7 days	4 days	

Notes:

- Surface should be dry and free from any contamination
- A detergent wash with PREP 88, SIGMARITE 88 or equivalent is required prior to application of topcoats after 30 days of exposure.
- If maximum recoat time has been exceeded, roughen surfaces
- Alkyd coatings and waterborne acrylic coatings should be applied after the film is dry to handle and not greater than three times dry to handle time
- Maximum recoating time is highly dependent upon actual surface temperature not simply air temperatures. Sun-exposed or otherwise heated surface will shorten the maximum recoat window

Curing time for DFT up to 200 µm (8.0 mils)				
Substrate temperature	Dry to handle	Full cure		
0°C (32°F)	38 hours	21 days		
10°C (50°F)	14 hours	7 days		
20°C (68°F)	5 hours	4 days		
30°C (86°F)	3 hours	3 days		

Note: Adequate ventilation must be maintained during application and curing (please refer to INFORMATION SHEETS 1433 and 1434)

Pot life (at application viscosity)				
Mixed product temperature	Pot life			
0°C (32°F)	4 hours			
10°C (50°F)	2 hours			
20°C (68°F)	1 hour			
30°C (86°F)	30 minutes			

Product Qualifications

- NORSOK M501 Rev. 5, System 7 Subsea surfaces
- · Compliant with USDA Incidental Food Contact Requirements
- NFPA Class A for Flame Spread and Smoke Development
- Qualified for ANSI/NSF Standard 61 (potable water). For NSF application instructions, please visit the following website: http://www.nsf.org/certified-products-systems/
- AWWA D102-06 ICS #1, #2, #3, #5
- Nuclear Service Level 2 (ANSI N 5.12, ANSI N 101.2)
- LEED's compliant for Anti-corrosive Paint category

Ref. 7989 Page 5/6

SAFETY PRECAUTIONS

- For paint and recommended thinners see INFORMATION SHEETS 1430, 1431 and relevant Material Safety Data Sheets
- This is a solvent-borne paint and care should be taken to avoid inhalation of spray mist or vapor, as well as contact between the wet paint and exposed skin or eyes

WORLDWIDE AVAILABILITY

It is always the aim of PPG Protective and Marine Coatings to supply the same product on a worldwide basis. However, slight modification of the product is sometimes necessary to comply with local or national rules/circumstances. Under these circumstances an alternative product data sheet is used.

REFERENCES

	CONVERSION TABLES	INFORMATION SHEET	1410	
	EXPLANATION TO PRODUCT DATA SHEETS	INFORMATION SHEET	1411	
•	SAFETY INDICATIONS	INFORMATION SHEET	1430	
	SAFETY IN CONFINED SPACES AND HEALTH SAFETY, EXPLOSION HAZARD - TOXIC HAZARD	INFORMATION SHEET	1431	
	SAFE WORKING IN CONFINED SPACES	INFORMATION SHEET	1433	
	DIRECTIVES FOR VENTILATION PRACTICE	INFORMATION SHEET	1434	
•	CLEANING OF STEEL AND REMOVAL OF RUST	INFORMATION SHEET	1490	
	SPECIFICATION FOR MINERAL ABRASIVES	INFORMATION SHEET	1491	
	SURFACE PREPARATION OF CONCRETE (FLOORS)	INFORMATION SHEET	1496	
•	RELATIVE HUMIDITY - SUBSTRATE TEMPERATURE - AIR TEMPERATURE	INFORMATION SHEET	1650	

WARRANTY

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Ref. 7989 Page 6/6

SAFETY DATA SHEET



Date of issue/Date of revision 20 November 2020

Version 31.01

Section 1. Identification

Product name : AMERLOCK 2 CURE

Product code : 00333621

Other means of : Not available.

identification Product type

: Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Product use : Industrial applications, Used by spraying.

Use of the substance/

mixture

: Coating.

Uses advised against : Not applicable.

Manufacturer : PPG Industries, Inc.

One PPG Place Pittsburgh, PA 15272 : (412) 434-4515 (U.S.)

Emergency telephone

number

(514) 645-1320 (Canada)

SETIQ Interior de la República: 800-00-214-00 (México) SETIQ Ciudad de México: (55) 5559-1588 (México)

Technical Phone Number: 888-977-4762

Section 2. Hazards identification

OSHA/HCS status

: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture

: FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (inhalation) - Category 4

SKIN CORROSION - Category 1 SERIOUS EYE DAMAGE - Category 1 SKIN SENSITIZATION - Category 1 CARCINOGENICITY - Category 2

TOXIC TO REPRODUCTION - Category 2

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract

irritation) - Category 3

SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2
Percentage of the mixture consisting of ingredient(s) of unknown acute toxicity: 6.4%

(oral), 31.7% (dermal), 71.4% (inhalation)

GHS label elements

United States Page: 1/18

Section 2. Hazards identification

Hazard pictograms











Signal word

Hazard statements

: Danger

: Flammable liquid and vapor.

Causes severe skin burns and eye damage.

May cause an allergic skin reaction.

Harmful if inhaled.

May cause respiratory irritation. Suspected of causing cancer.

Suspected of damaging fertility or the unborn child.

May cause damage to organs through prolonged or repeated exposure. (hearing organs)

Precautionary statements

Prevention

: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing and eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating or lighting equipment. Use non-sparking tools. Take action to prevent static discharges. Use only outdoors or in a well-ventilated area. Do not breathe vapor. Wash thoroughly after handling. Contaminated work clothing must not be allowed out of the workplace.

Response

: IF exposed or concerned: Get medical advice or attention. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER or doctor. IF SWALLOWED: Immediately call a POISON CENTER or doctor. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Immediately call a POISON CENTER or doctor. Wash contaminated clothing before reuse. IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice or 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.

Storage

: Store locked up. Store in a well-ventilated place. Keep container tightly closed. Keep cool.

Disposal

: Dispose of contents and container in accordance with all local, regional, national and international regulations.

Supplemental label elements

: Sanding and grinding dusts may be harmful if inhaled. Do not taste or swallow. Repeated exposure to high vapor concentrations may cause irritation of the respiratory system and permanent brain and nervous system damage. Inhalation of vapor/aerosol concentrations above the recommended exposure limits causes headaches, drowsiness and nausea and may lead to unconsciousness or death. Avoid contact with skin and clothing. Wash thoroughly after handling. Emits toxic fumes when heated.

Hazards not otherwise classified

: Causes digestive tract burns. Prolonged or repeated contact may dry skin and cause irritation.

United States Page: 2/18

Product name AMERLOCK 2 CURE

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Product name : AMERLOCK 2 CURE

Ingredient name	%	CAS number
Talc , not containing asbestiform fibres	≥20 - ≤50	14807-96-6
barium sulfate	≥20 - ≤27	7727-43-7
xylene	≥5.0 - ≤11	1330-20-7
4-nonylphenol, branched	≥5.0 - ≤8.8	84852-15-3
Fatty acids, C18-unsatd., dimers, oligomeric reaction products with tall-oil	≥5.0 - ≤10	68082-29-1
fatty acids and triethylenetetramine		
m-phenylenebis(methylamine)	≥1.0 - ≤4.1	1477-55-0
4-tert-butylphenol	≥1.0 - ≤4.1	98-54-4
benzyl alcohol	≥1.0 - ≤3.8	100-51-6
Poly[oxy(methyl-1,2-ethanediyl)], α-	≥0.10 - ≤2.9	9046-10-0 (n = 2-6)
(2-aminomethylethyl)-ω-(2-aminomethylethoxy)-		
ethylbenzene	≤2.0	100-41-4
Phenol, 2-nonyl-, branched	<1.0	91672-41-2

SUB codes represent substances without registered CAS Numbers.

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

If ingestion, irritation, any type of overexposure or symptoms of overexposure occur during or persists after use of this product, contact a POISON CONTROL CENTER, EMERGENCY ROOM OR PHYSICIAN immediately; have Safety Data Sheet information available. Never give anything by mouth to an unconscious or convulsing person.

Description of necessary first aid measures

Eye contact: Check for and remove any contact lenses. Immediately flush eyes with running water for

at least 15 minutes, keeping eyelids open. Seek immediate medical attention.

Inhalation : Remove to fresh air. Keep person warm and at rest. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained

personnel.

Skin contact : Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water or use recognized skin cleanser. Do NOT use solvents or thinners.

: If swallowed, seek medical advice immediately and show this container or label. Keep

person warm and at rest. Do NOT induce vomiting.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Ingestion

Eye contact : Causes serious eye damage.

Inhalation : Harmful if inhaled. May cause respiratory irritation.

Skin contact: Causes severe burns. Defatting to the skin. May cause an allergic skin reaction.

Ingestion : Corrosive to the digestive tract. Causes burns.

Over-exposure signs/symptoms

United States Page: 3/18

Product name AMERLOCK 2 CURE

Section 4. First aid measures

Eye contact: Adverse symptoms may include the following:

pain watering redness

Inhalation : Adverse symptoms may include the following:

respiratory tract irritation

coughing

reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact: Adverse symptoms may include the following:

pain or irritation redness

dryness cracking

blistering may occur reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion : Adverse symptoms may include the following:

stomach pains reduced fetal weight increase in fetal deaths skeletal malformations

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed.

The exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments: No specific treatment.

Protection of first-aiders: No action shall be taken involving any personal risk or without suitable training. If it is

suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water

before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing

: Use dry chemical, CO₂, water spray (fog) or foam.

Unsuitable extinguishing

ing : Do not use water jet.

media

United States Page: 4/18

Product name AMERLOCK 2 CURE

Section 5. Fire-fighting measures

Specific hazards arising from the chemical

: Flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard. Fire water contaminated with this material must be contained and prevented from being discharged to any waterway, sewer or drain.

Hazardous thermal decomposition products

: Decomposition products may include the following materials: carbon oxides

nitrogen oxides sulfur oxides metal oxide/oxides

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters

: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders:

If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions

: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air). Water polluting material. May be harmful to the environment if released in large quantities.

Methods and materials for containment and cleaning up

Small spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

United States Page: 5/18

Section 6. Accidental release measures

Section 7. Handling and storage

Precautions for safe handling

Protective measures

Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. Avoid release to the environment. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Special precautions

Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Vapors are heavier than air and may spread along floors. If this material is part of a multiple component system, read the Safety Data Sheet(s) for the other component or components before blending as the resulting mixture may have the hazards of all of its parts.

Advice on general occupational hygiene Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

including any incompatibilities

Conditions for safe storage, : Do not store above the following temperature: 50°C (122°F). Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

United States Page: 6/18

Section 8. Exposure controls/personal protection

Ingredient name	Exposure limits
Talc , not containing asbestiform fibres	ACGIH TLV (United States, 3/2019).
	TWA: 2 mg/m ³ 8 hours. Form: Respirable
	OSHA PEL Z3 (United States).
	TWA: 2 mg/m ³
barium sulfate	ACGIH TLV (United States, 3/2019).
	TWA: 5 mg/m³ 8 hours. Form: Inhalable
	fraction
	OSHA PEL (United States, 5/2018).
	TWA: 5 mg/m³ 8 hours. Form: Respirable
	fraction
	TWA: 15 mg/m³ 8 hours. Form: Total dust
xylene	ACGIH TLV (United States, 3/2019).
	STEL: 651 mg/m³ 15 minutes.
	STEL: 150 ppm 15 minutes.
	TWA: 434 mg/m³ 8 hours.
	TWA: 100 ppm 8 hours.
	OSHA PEL (United States, 5/2018).
	TWA: 435 mg/m³ 8 hours.
A namedokanal kuanakad	TWA: 100 ppm 8 hours.
4-nonylphenol, branched	None. None.
Fatty acids, C18-unsatd., dimers, oligomeric reaction products with tall- oil fatty acids and triethylenetetramine	None.
m-phenylenebis(methylamine)	ACGIH TLV (United States, 3/2019).
m-prierrylenebis(metrylamine)	Absorbed through skin.
	C: 0.018 ppm
4-tert-butylphenol	None.
benzyl alcohol	IPEL (PPG).
Defizyi alconor	TWA: 5 ppm
	STEL: 10 ppm
Poly[oxy(methyl-1,2-ethanediyl)], α-	None.
(2-aminomethylethyl)-ω-(2-aminomethylethoxy)-	110.10.
ethylbenzene	ACGIH TLV (United States, 3/2019).
,	TWA: 20 ppm 8 hours.
	OSHA PEL (United States, 5/2018).
	TWA: 435 mg/m ³ 8 hours.
	TWA: 100 ppm 8 hours.
Phenol, 2-nonyl-, branched	None.

Key to abbreviations

Α	= Acceptable Maximum Peak	S	 Potential skin absorption
ACGIH	= American Conference of Governmental Industrial Hygienists.	SR	 Respiratory sensitization
С	= Ceiling Limit	SS	 Skin sensitization
F	= Fume	STEL	 Short term Exposure limit values
IPEL	= Internal Permissible Exposure Limit	TD	= Total dust
OSHA	 Occupational Safety and Health Administration. 	TLV	= Threshold Limit Value
R	= Respirable	TWA	= Time Weighted Average
Z	= OSHA 29 CFR 1910.1200 Subpart Z - Toxic and Hazardous Substances		

Consult local authorities for acceptable exposure limits.

United States	Page: 7/18
	. 5

Product name AMERLOCK 2 CURE

Section 8. Exposure controls/personal protection

procedures

Recommended monitoring: If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to appropriate monitoring standards. Reference to national guidance documents for methods for the determination of hazardous substances will also be required.

Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection **Skin protection Hand protection**

Chemical splash goggles and face shield.

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Gloves **Body protection** : butyl rubber

: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear antistatic protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.

Other skin protection

: Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection

: Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If workers are exposed to concentrations above the exposure limit, they must use appropriate, certified respirators. Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary.

> **United States** Page: 8/18

Product name AMERLOCK 2 CURE

Section 9. Physical and chemical properties

Appearance

Boiling point

Physical state : Liquid.

Color : White to yellowish.

Odor : Characteristic.

Odor threshold : Not available.

PH : Not available.

Melting point : Not available.

Flash point : Closed cup: 33.33°C (92°F)

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive : Not available.

(flammable) limits

Evaporation rate : 0.71 (butyl acetate = 1)

Vapor pressure : 1.3 kPa (9.6 mm Hg) [room temperature]

Vapor density : Not available.

Relative density : 1.42

Density (lbs / gal) : 11.85

Solubility : Insoluble in the following materials: cold water.

: >37.78°C (>100°F)

Partition coefficient: n-

octanol/water

: Not available.

Viscosity : Kinematic (40°C (104°F)): >0.21 cm²/s (>21 cSt)

Volatility : 29% (v/v), 17.939% (w/w)

% Solid. (w/w) : 82.061

Section 10. Stability and reactivity

Reactivity: No specific test data related to reactivity available for this product or its ingredients.

Chemical stability: The product is stable.

Possibility of hazardous reactions

: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : When exposed to high temperatures may produce hazardous decomposition products.

Refer to protective measures listed in sections 7 and 8.

Incompatible materials: Keep away from the following materials to prevent strong exothermic reactions:

oxidizing agents, strong alkalis, strong acids.

Hazardous decomposition

products

: Decomposition products may include the following materials: carbon monoxide, carbon

dioxide, smoke, oxides of nitrogen.

United States Page: 9/18

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
barium sulfate	LD50 Dermal	Rat	>2000 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
xylene	LD50 Dermal	Rabbit	1.7 g/kg	-
	LD50 Oral	Rat	4.3 g/kg	-
4-nonylphenol, branched	LD50 Dermal	Rabbit	2.14 g/kg	-
	LD50 Oral	Rat	1300 mg/kg	-
m-phenylenebis	LC50 Inhalation Gas.	Rat	700 ppm	1 hours
(methylamine)				
, ,	LD50 Dermal	Rat - Male,	>3100 mg/kg	-
		Female		
	LD50 Oral	Rat	930 mg/kg	-
4-tert-butylphenol	LD50 Dermal	Rabbit	2.29 g/kg	-
, ,	LD50 Oral	Rat	2.95 g/kg	-
benzyl alcohol	LC50 Inhalation Dusts and mists	Rat	>4178 mg/m ³	4 hours
	LD50 Dermal	Rabbit	2000 mg/kg	-
	LD50 Oral	Rat	1.23 g/kg	_
Poly[oxy(methyl-1,2-ethanediyl)],	LD50 Dermal	Rat	2980 mg/kg	_
α-			3. 3	
(2-aminomethylethyl)-ω-(2-aminomethylethoxy)-				
	LD50 Oral	Rat	2885 mg/kg	-
ethylbenzene	LC50 Inhalation Vapor	Rat	17.8 mg/l	4 hours
	LD50 Dermal	Rabbit	17.8 g/kg	-
	LD50 Oral	Rat	3.5 g/kg	-

Conclusion/Summary Irritation/Corrosion

Product/ingredient name

: There are no data available on the mixture itself.

rtoourt	Opooloo	000.0	ZAPOGUIG	Oboot ration
Skin - Moderate irritant	Rabbit	-	24 hours 500	-
			mg	
Skin - Erythema/Eschar	Rabbit	4	-	-
Skin - Irritant	Human	-	-	-
	Skin - Moderate irritant Skin - Erythema/Eschar	Skin - Moderate irritant Rabbit Skin - Erythema/Eschar Rabbit	Skin - Moderate irritant Rabbit - Skin - Erythema/Eschar Rabbit 4	Skin - Moderate irritant Rabbit - 24 hours 500 mg Skin - Erythema/Eschar Rabbit 4 -

Species

Rabbit

Rat

Score

Exposure

4 hours

Observation

4 hours

Conclusion/Summary

triethylenetetramine

m-phenylenebis

(methylamine)

Skin Eyes : There are no data available on the mixture itself.

: There are no data available on the mixture itself.

Respiratory: There are no data available on the mixture itself.

Eyes - Severe irritant

Skin - Severe irritant

Result

Sensitization

United States Page: 10/18

Product name AMERLOCK 2 CURE

Section 11. Toxicological information

Product/ingredient name	Route of exposure	Species	Result
Fatty acids, C18-unsatd., dimers, oligomeric reaction products with tall-oil fatty acids and triethylenetetramine	skin	Mouse	Sensitizing
m-phenylenebis (methylamine)	skin	Mouse	Sensitizing

Conclusion/Summary

Skin : There are no data available on the mixture itself.

Respiratory : There are no data available on the mixture itself.

Mutagenicity

Conclusion/Summary: There are no data available on the mixture itself.

Carcinogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Classification

Product/ingredient name	OSHA	IARC	NTP
xylene		3	-
ethylbenzene	-	2B	-

Carcinogen Classification code:

IARC: 1, 2A, 2B, 3, 4

NTP: Known to be a human carcinogen; Reasonably anticipated to be a human carcinogen

OSHA: +

Not listed/not regulated: -

Reproductive toxicity

Conclusion/Summary: There are no data available on the mixture itself.

Teratogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Specific target organ toxicity (single exposure)

Name		Route of exposure	Target organs
Talc , not containing asbestiform fibres	Category 3	-	Respiratory tract irritation
xylene	Category 3	-	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

Name	Category	Route of exposure	Target organs
ethylbenzene	Category 2	-	hearing organs

United States Page:	11/18
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Product name AMERLOCK 2 CURE

Section 11. Toxicological information

Target organs

: Contains material which causes damage to the following organs: blood, kidneys, liver, heart, brain, skin, central nervous system (CNS).

Contains material which may cause damage to the following organs: lungs, the nervous system, the reproductive system, gastrointestinal tract, cardiovascular system, upper respiratory tract, ears, eye, lens or cornea.

Aspiration hazard

Name	Result
	ASPIRATION HAZARD - Category 1 ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : Harmful if inhaled. May cause respiratory irritation.

Skin contact: Causes severe burns. Defatting to the skin. May cause an allergic skin reaction.

Ingestion : Corrosive to the digestive tract. Causes burns.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain watering redness

Inhalation : Adverse symptoms may include the following:

respiratory tract irritation

coughing

reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact: Adverse symptoms may include the following:

pain or irritation

redness dryness cracking

blistering may occur reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion : Adverse symptoms may include the following:

stomach pains reduced fetal weight increase in fetal deaths skeletal malformations

Delayed and immediate effects and also chronic effects from short and long term exposure

Conclusion/Summary

There are no data available on the mixture itself. Exposure to component solvent vapor concentrations in excess of the stated occupational exposure limit may result in adverse health effects such as mucous membrane and respiratory system irritation and adverse effects on the kidneys, liver and central nervous system. Symptoms and signs include headache, dizziness, fatigue, muscular weakness, drowsiness and, in extreme cases, loss of consciousness. Solvents may cause some of the above effects by absorption through the skin. There is some evidence that repeated exposure to organic solvent

United States Page: 12/18

Section 11. Toxicological information

vapors in combination with constant loud noise can cause greater hearing loss than expected from exposure to noise alone. If splashed in the eyes, the liquid may cause irritation and reversible damage. Ingestion may cause nausea, diarrhea and vomiting. This takes into account, where known, delayed and immediate effects and also chronic effects of components from short-term and long-term exposure by oral, inhalation and dermal routes of exposure and eye contact.

Short term exposure

Potential immediate

effects

: There are no data available on the mixture itself.

Potential delayed effects

Long term exposure

Potential delayed effects

There are no data available on the mixture itself.

Detential immedi

Potential immediate

: There are no data available on the mixture itself.

effects

: There are no data available on the mixture itself.

Potential chronic health effects

General: May cause damage to organs through prolonged or repeated exposure. Prolonged or

repeated contact can defat the skin and lead to irritation, cracking and/or dermatitis. Once sensitized, a severe allergic reaction may occur when subsequently exposed to

very low levels.

Carcinogenicity : Suspected of causing cancer. Risk of cancer depends on duration and level of

exposure.

Mutagenicity: No known significant effects or critical hazards.

Reproductive toxicity : Suspected of damaging fertility or the unborn child.

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral (mg/ kg)	Dermal (mg/kg)	Inhalation (gases) (ppm)	Inhalation (vapors) (mg/l)	Inhalation (dusts and mists) (mg/ I)
AMERLOCK 2 CURE	5002.8	2698.7	30864.8	25.4	2.5
barium sulfate	N/A	2500	N/A	N/A	N/A
xylene	4300	1700	N/A	11	1.5
4-nonylphenol, branched	1300	2140	N/A	N/A	N/A
m-phenylenebis(methylamine)	930	2500	4500	N/A	N/A
4-tert-butylphenol	2950	2290	N/A	N/A	N/A
benzyl alcohol	1230	2000	N/A	N/A	1.5
Poly[oxy(methyl-1,2-ethanediyl)], α-	2885	2980	N/A	N/A	N/A
(2-aminomethylethyl)-ω-(2-aminomethylethoxy)-					
ethylbenzene	3500	17800	N/A	17.8	1.5
Phenol, 2-nonyl-, branched	500	N/A	N/A	N/A	N/A

United States Page: 13/18

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
4-nonylphenol, branched Fatty acids, C18-unsatd., dimers, oligomeric reaction products with tall-oil fatty acids and triethylenetetramine Poly[oxy(methyl-1,2-ethanediyl)], α-	Acute LC50 0.221 mg/l EC10 1.78 mg/l EC50 15 mg/l	Fish Algae Algae	96 hours 72 hours 72 hours
(2-aminomethylethyl)-ω-(2-aminomethylethoxy)- ethylbenzene Phenol, 2-nonyl-, branched	Acute LC50 150 to 200 mg/l Fresh water Acute LC50 0.017 mg/l	Fish Fish - Pleuronectes americanus	96 hours 96 hours

Persistence and degradability

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
xylene	-	-	Readily
Fatty acids, C18-unsatd.,	-	-	Not readily
dimers, oligomeric reaction			
products with tall-oil fatty			
acids and			
triethylenetetramine			
benzyl alcohol	-	-	Readily
Poly[oxy(methyl-1,2-ethanediyl)],	-	-	Not readily
α-			
(2-aminomethylethyl)-ω-(2-aminomethylethoxy)-			
ethylbenzene	-	-	Readily

Bioaccumulative potential

Product/ingredient name	LogPow	BCF	Potential
xylene	3.16	7.4 to 18.5	low
4-nonylphenol, branched	-	251.19	low
m-phenylenebis(methylamine)	0.18	2.69	low
4-tert-butylphenol	3.31	67.61	low
benzyl alcohol	1.1	-	low
ethylbenzene	3.15	79.43	low

Mobility in soil

Soil/water partition coefficient (Koc)

: Not available.

United States Page: 14/18

Product name AMERLOCK 2 CURE

Section 13. Disposal considerations

Disposal methods

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees. Section 6. Accidental release measures

14. Transport information

	DOT	IMDG	IATA
UN number	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT	PAINT
Transport hazard class (es)	3	3	3
Packing group	III	III	III
Environmental hazards	No.	Yes.	Yes. The environmentally hazardous substance mark is not required.
Marine pollutant substances	Not applicable.	(4-nonylphenol, branched)	Not applicable.
Product RQ (lbs)	898.46	Not applicable.	Not applicable.
RQ substances	(xylene, ethylbenzene)	Not applicable.	Not applicable.

Additional information

DOT : Package sizes shipped in quantities less than the product reportable quantity are not subject to the RQ (reportable quantity) transportation requirements.

IMDG : The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg.

IATA : The environmentally hazardous substance mark may appear if required by other transportation

regulations.

Special precautions for user : Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

> **United States** Page: 15/18

Product name AMERLOCK 2 CURE

14. Transport information

Transport in bulk according : Not applicable.

to IMO instruments

Section 15. Regulatory information

United States

United States inventory (TSCA 8b): All components are active or exempted.

United States - TSCA 12(b) - Chemical export notification:

4-nonylphenol, branched One time notification

United States - TSCA 5(a)2 - Final significant new use rules:

4-nonylphenol, branched Listed 76 FR 59186, Oct

1, 2014

Phenol, 2-nonyl-, branched Listed 78 FR 59186, Oct

1, 2014

SARA 302/304

SARA 304 RQ : Not applicable.

Composition/information on ingredients

No products were found.

SARA 311/312

Classification : FLAMMABLE LIQUIDS - Category 3

ACUTE TOXICITY (inhalation) - Category 4

SKIN CORROSION - Category 1 SERIOUS EYE DAMAGE - Category 1 SKIN SENSITIZATION - Category 1 CARCINOGENICITY - Category 2

TOXIC TO REPRODUCTION - Category 2

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract

irritation) - Category 3

SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2

HNOC - Corrosive to digestive tract

HNOC - Defatting irritant

Composition/information on ingredients

Name	%	Classification
Talc , not containing asbestiform	≥20 - ≤50	SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE)
fibres		(Respiratory tract irritation) - Category 3
xylene	≥5.0 - ≤11	FLAMMABLE LIQUIDS - Category 3
		ACUTE TOXICITY (dermal) - Category 4
		ACUTE TOXICITY (inhalation) - Category 4
		SKIN IRRITATION - Category 2
		EYE IRRITATION - Category 2A
		SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE)
		(Respiratory tract irritation) - Category 3
		ASPIRATION HAZARD - Category 1
4-nonylphenol, branched	≥5.0 - ≤8.8	ACUTE TOXICITY (oral) - Category 4
		SKIN CORROSION - Category 1
		SERIOUS EYE DAMAGE - Category 1
		TOXIC TO REPRODUCTION - Category 2
		HNOC - Corrosive to digestive tract
	I	

United States Page: 16/18

Section 15. Regulatory information

Fatty acids, C18-unsatd., dimers,	≥5.0 - ≤10	SKIN IRRITATION - Category 2
oligomeric reaction products	_0.0 _ 10	SERIOUS EYE DAMAGE - Category 1
with tall-oil fatty acids and		SKIN SENSITIZATION - Category 1A
triethylenetetramine		Ottil GENOMIZITION Gatagory Int
m-phenylenebis(methylamine)	≥1.0 - ≤4.1	ACUTE TOXICITY (oral) - Category 4
in prioriyionobio(mouryiamino)		ACUTE TOXICITY (inhalation) - Category 4
		SKIN CORROSION - Category 1B
		SERIOUS EYE DAMAGE - Category 1
		SKIN SENSITIZATION - Category 1B
4-tert-butylphenol	≥1.0 - ≤4.1	SKIN IRRITATION - Category 2
T tort butyiphonor		SERIOUS EYE DAMAGE - Category 1
		TOXIC TO REPRODUCTION - Category 2
benzyl alcohol	≥1.0 - ≤3.8	ACUTE TOXICITY (oral) - Category 4
benzy, alcener		ACUTE TOXICITY (dermal) - Category 4
		ACUTE TOXICITY (inhalation) - Category 4
		EYE IRRITATION - Category 2A
Poly[oxy(methyl-1,2-ethanediyl)],	≥0.10 - ≤2.9	SKIN CORROSION - Category 1C
α-		SERIOUS EYE DAMAGE - Category 1
(2-aminomethylethyl)-ω-(2-aminomethylethoxy)-		g,
ethylbenzene	≤2.0	FLAMMABLE LIQUIDS - Category 2
,		ACUTE TOXICITY (inhalation) - Category 4
		CARCINOGENICITY - Category 2
		SPECIFIC TARGET ORGAN TOXICITY (REPEATED
		EXPOSURE) - Category 2
		ASPIRATION HAZARD - Category 1
		HNOC - Defatting irritant
Phenol, 2-nonyl-, branched	<1.0	ACUTE TOXICITY (oral) - Category 4
		SKIN CORROSION - Category 1
		SERIOUS EYE DAMAGE - Category 1
		TOXIC TO REPRODUCTION - Category 2
		HNOC - Corrosive to digestive tract
		ı

SARA 313

	<u>Chemical name</u>	<u>CAS number</u>	<u>Concentration</u>
Supplier notification	: xylene	1330-20-7	7 - 13
	4-nonylphenol, branched	84852-15-3	5 - 10
	ethylbenzene	100-41-4	1 - 5

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Additional environmental information is contained on the Environmental Data Sheet for this product, which can be obtained from your PPG representative.

California Prop. 65

↑ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

United States	Page: 17/18
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Product name AMERLOCK 2 CURE

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health: 3 * Flammability: 3 Physical hazards: 0

(*) - Chronic effects

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on MSDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)

Health: 3 Flammability: 3 Instability: 0

Date of previous issue : 10/28/2020

Organization that prepared

the MSDS

: EHS

Key to abbreviations : ATE = Acute Toxicity Estimate

BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL = International Convention for the Prevention of Pollution From Ships, 1973

as modified by the Protocol of 1978. ("Marpol" = marine pollution)

N/A = Not available SGG = Segregation Group UN = United Nations

Indicates information that has changed from previously issued version.

Disclaimer

The information contained in this data sheet is based on present scientific and technical knowledge. The purpose of this information is to draw attention to the health and safety aspects concerning the products supplied by PPG, and to recommend precautionary measures for the storage and handling of the products. No warranty or guarantee is given in respect of the properties of the products. No liability can be accepted for any failure to observe the precautionary measures described in this data sheet or for any misuse of the products.

United States Page: 18/18

SAFETY DATA SHEET



Date of issue/Date of revision 12 June 2020

Version 14

Section 1. Identification

Product name : AMERLOCK 2/400 RESIN BLACK

Product code : 00288943

Other means of : Not available.

identification

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Product use : Professional applications, Used by spraying.

Use of the substance/

mixture

: Coating.

Uses advised against : Not applicable.

Manufacturer : PPG Industries, Inc.

One PPG Place Pittsburgh, PA 15272 : (412) 434-4515 (U.S.)

(514) 645-1320 (Canada)

Emergency telephone : number

SETIQ Interior de la República: 800-00-214-00 (México) SETIQ Ciudad de México: (55) 5559-1588 (México)

Technical Phone Number: 888-977-4762

Section 2. Hazards identification

OSHA/HCS status

: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture

: FLAMMABLE LIQUIDS - Category 3 ACUTE TOXICITY (inhalation) - Category 4

SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SKIN SENSITIZATION - Category 1 CARCINOGENICITY - Category 2

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract

irritation) - Category 3

Percentage of the mixture consisting of ingredient(s) of unknown acute toxicity: 32.6%

(Dermal), 94.5% (Inhalation)

GHS label elements

United States Page: 1/15

Section 2. Hazards identification

Hazard pictograms







Signal word

: Warning

Hazard statements

: Mammable liquid and vapor.

Causes skin irritation.

May cause an allergic skin reaction.

Causes serious eye irritation.

Harmful if inhaled.

May cause respiratory irritation. Suspected of causing cancer.

Precautionary statements

Prevention

: Øbtain special instructions before use. Wear protective gloves. Wear protective clothing. Wear eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating or lighting equipment. Use non-sparking tools. Take action to prevent static discharges. Avoid breathing vapor. Wash thoroughly after handling.

Response

Storage

: Store in a well-ventilated place. Keep container tightly closed. Keep cool.

Disposal

: Dispose of contents and container in accordance with all local, regional, national and international regulations.

Supplemental label elements

: Repeated exposure to high vapor concentrations may cause irritation of the respiratory system and permanent brain and nervous system damage. Inhalation of vapor/aerosol concentrations above the recommended exposure limits causes headaches, drowsiness and nausea and may lead to unconsciousness or death. Avoid contact with skin and clothing. Wash thoroughly after handling. Emits toxic fumes when heated.

Hazards not otherwise classified

: Prolonged or repeated contact may dry skin and cause irritation.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Product name : AMERLOCK 2/400 RESIN BLACK

Ingredient name	%	CAS number
Epoxy resin (MW ≤ 700)	≥50 - ≤75	25068-38-6
Talc , not containing asbestiform fibres	≥20 - ≤50	14807-96-6
Solvent naphtha (petroleum), light aromatic	≥1.0 - ≤4.7	64742-95-6
1,2,4-trimethylbenzene	≥1.0 - ≤4.3	95-63-6
carbon black, respirable powder	≥0.10 - ≤2.1	1333-86-4
ethylbenzene	<1.0	100-41-4

	United States	Page: 2/15
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Product name AMERLOCK 2/400 RESIN BLACK

Section 3. Composition/information on ingredients

SUB codes represent substances without registered CAS Numbers.

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

If ingestion, irritation, any type of overexposure or symptoms of overexposure occur during or persists after use of this product, contact a POISON CONTROL CENTER, EMERGENCY ROOM OR PHYSICIAN immediately; have Safety Data Sheet information available. Never give anything by mouth to an unconscious or convulsing person.

Description of necessary first aid measures

Eye contact: Remove contact lenses, irrigate copiously with clean, fresh water, holding the eyelids

apart for at least 10 minutes and seek immediate medical advice.

Inhalation : Remove to fresh air. Keep person warm and at rest. If not breathing, if breathing is

irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained

personnel.

Skin contact : Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water

or use recognized skin cleanser. Do NOT use solvents or thinners.

Ingestion: If swallowed, seek medical advice immediately and show this container or label. Keep

person warm and at rest. Do NOT induce vomiting.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye irritation.

Inhalation : Harmful if inhaled. May cause respiratory irritation.

Skin contact: Causes skin irritation. Defatting to the skin. May cause an allergic skin reaction.

Ingestion : No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain or irritation

watering redness

Inhalation : Adverse symptoms may include the following:

respiratory tract irritation

coughing

Skin contact: Adverse symptoms may include the following:

irritation redness dryness cracking

Ingestion : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large

quantities have been ingested or inhaled.

Specific treatments : No specific treatment.

United States Page: 3/15

Date of issue 12 June 2020

Version 14

Product name AMERLOCK 2/400 RESIN BLACK

Section 4. First aid measures

Protection of first-aiders

: No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

media

Suitable extinguishing

: Use dry chemical, CO₂, water spray (fog) or foam.

media
Unsuitable extinguishing

ng

: Do not use water jet.

Specific hazards arising from the chemical

: Fammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Runoff to sewer may create fire or explosion hazard.

Hazardous thermal decomposition products

: Decomposition products may include the following materials:

carbon oxides

halogenated compounds metal oxide/oxides

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters

: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders

: If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions

: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

United States Page: 4/15

Section 6. Accidental release measures

Small spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures

: Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not ingest. Avoid breathing vapor or mist. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Special precautions

Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Vapors are heavier than air and may spread along floors. If this material is part of a multiple component system, read the Safety Data Sheet(s) for the other component or components before blending as the resulting mixture may have the hazards of all of its parts.

Advice on general occupational hygiene

: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, : including any incompatibilities

Store between the following temperatures: 0 to 35°C (32 to 95°F). Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

United States Page: 5/15

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Epoxy resin (MW ≤ 700)	None.
Talc , not containing asbestiform fibres	ACGIH TLV (United States, 3/2019). TWA: 2 mg/m³ 8 hours. Form: Respirable
	OSHA PEL Z3 (United States). TWA: 2 mg/m³
Solvent naphtha (petroleum), light aromatic	None.
1,2,4-trimethylbenzene	ACGIH TLV (United States, 3/2019). TWA: 123 mg/m³ 8 hours.
carban black recapitable nowder	TWA: 25 ppm 8 hours.
carbon black, respirable powder	ACGIH TLV (United States, 3/2019). TWA: 3 mg/m³ 8 hours. Form: Inhalable fraction
	OSHA PEL (United States, 5/2018).
	TWA: 3.5 mg/m ³ 8 hours.
ethylbenzene	ACGIH TLV (United States, 3/2019).
	TWA: 20 ppm 8 hours.
	OSHA PEL (United States, 5/2018).
	TWA: 435 mg/m³ 8 hours.
	TWA: 100 ppm 8 hours.

Key to abbreviations

Α	Acceptable Maximum Peak	S	 Potential skin absorption
ACGIH	= American Conference of Governmental Industrial Hygienists.	SR	= Respiratory sensitization
С	= Ceiling Limit	SS	= Skin sensitization
F	= Fume	STEL	= Short term Exposure limit val

alues = Internal Permissible Exposure Limit TD = Total dust = Occupational Safety and Health Administration. **OSHA** TLV = Threshold Limit Value TWA R = Respirable = Time Weighted Average

= OSHA 29 CFR 1910.1200 Subpart Z - Toxic and Hazardous Substances

Consult local authorities for acceptable exposure limits.

procedures

Recommended monitoring: If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to appropriate monitoring standards. Reference to national guidance documents for methods for the determination of hazardous substances will also be required.

Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls

Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

United States	Page: 6/15

Product name AMERLOCK 2/400 RESIN BLACK

Section 8. Exposure controls/personal protection

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before

eating, smoking and using the lavatory and at the end of the working period.

Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety

showers are close to the workstation location.

Eye/face protection

Skin protection

Hand protection

: Chemical splash goggles.

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the

protection time of the gloves cannot be accurately estimated.

Gloves : butyl rubber

Body protection : Personal protective equipment for the body should be selected based on the task being

performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear antistatic protective clothing. For the greatest protection from static discharges, clothing

should include anti-static overalls, boots and gloves.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected

based on the task being performed and the risks involved and should be approved by a

specialist before handling this product.

Respiratory protection : Respirator selection must be based on known or anticipated exposure levels, the

hazards of the product and the safe working limits of the selected respirator. If workers are exposed to concentrations above the exposure limit, they must use appropriate, certified respirators. Use a properly fitted, air-purifying or air-fed respirator complying

with an approved standard if a risk assessment indicates this is necessary.

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid.
Color : Black.

Odor : Characteristic.
Odor threshold : Not available.

pH : Not available.

Melting point : Not available.

Boiling point : >37.78°C (>100°F)

Flash point : Closed cup: 56°C (132.8°F)

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive : Not available.

(flammable) limits

Evaporation rate : Not available.

Vapor pressure : Not available.

United States Page: 7/15

Product name AMERLOCK 2/400 RESIN BLACK

Section 9. Physical and chemical properties

Vapor density : Not available.

Relative density : 1.37

Density (lbs / gal) : 11.43

Solubility : Insoluble in the following materials: cold water.

Partition coefficient: n-

octanol/water

: Not available.

Viscosity : Kinematic (40°C (104°F)): >0.21 cm²/s (>21 cSt)

Volatility : 11% (v/v), 7.18% (w/w)

% Solid. (w/w) : 92.82

Section 10. Stability and reactivity

Reactivity: No specific test data related to reactivity available for this product or its ingredients.

Chemical stability: The product is stable.

Possibility of hazardous

reactions

: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : When exposed to high temperatures may produce hazardous decomposition products.

Refer to protective measures listed in sections 7 and 8.

Incompatible materials : Keep away from the following materials to prevent strong exothermic reactions:

oxidizing agents, strong alkalis, strong acids.

Hazardous decomposition

products

: Decomposition products may include the following materials: carbon monoxide, carbon dioxide, smoke, oxides of nitrogen.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Epoxy resin (MW ≤ 700)	LD50 Dermal	Rabbit	>2 g/kg	-
,	LD50 Oral	Rat	>2 g/kg	-
Solvent naphtha (petroleum), light aromatic	LD50 Dermal	Rabbit	3.48 g/kg	-
ŭ	LD50 Oral	Rat	8400 mg/kg	-
1,2,4-trimethylbenzene	LC50 Inhalation Vapor	Rat	18000 mg/m ³	4 hours
•	LD50 Oral	Rat	5 g/kg	-
carbon black, respirable powder	LD50 Dermal	Rabbit	>3 g/kg	-
•	LD50 Oral	Rat	>15400 mg/kg	-
ethylbenzene	LC50 Inhalation Vapor	Rat	17.8 mg/l	4 hours
•	LD50 Dermal	Rabbit	17.8 g/kg	-
	LD50 Oral	Rat	3.5 g/kg	-

United States Page: 8/15

Product name AMERLOCK 2/400 RESIN BLACK

Section 11. Toxicological information

Conclusion/Summary: There are no data available on the mixture itself.

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
Epoxy resin (MW ≤ 700)	Skin - Mild irritant	Rabbit	-	-	-
	Eyes - Mild irritant	Rabbit	-	-	-

Conclusion/Summary

Skin : There are no data available on the mixture itself.

Eyes : There are no data available on the mixture itself.

Respiratory : There are no data available on the mixture itself.

Sensitization

3	Route of exposure	Species	Result
Epoxy resin (MW ≤ 700)	skin	Mouse	Sensitizing

Conclusion/Summary

Skin : There are no data available on the mixture itself.Respiratory : There are no data available on the mixture itself.

Mutagenicity

Conclusion/Summary: There are no data available on the mixture itself.

Carcinogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Classification

Product/ingredient name	OSHA	IARC	NTP
carbon black, respirable powder	-	2B	-
ethylbenzene	-	2B	-

Carcinogen Classification code:

IARC: 1, 2A, 2B, 3, 4

NTP: Known to be a human carcinogen; Reasonably anticipated to be a human carcinogen

OSHA: +

Not listed/not regulated: -

Reproductive toxicity

Conclusion/Summary: There are no data available on the mixture itself.

Teratogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Specific target organ toxicity (single exposure)

United States Page: 9/15

Section 11. Toxicological information

Name	Category	Route of exposure	Target organs
ralc , not containing asbestiform fibres	Category 3	-	Respiratory tract irritation
Solvent naphtha (petroleum), light aromatic	Category 3	-	Respiratory tract irritation
	Category 3		Narcotic effects
1,2,4-trimethylbenzene	Category 3	-	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

Name		Route of exposure	Target organs
e thylbenzene	Category 2	-	hearing organs

Target organs

: Contains material which causes damage to the following organs: brain, central nervous

system (CNS).

Contains material which may cause damage to the following organs: blood, lungs,

cardiovascular system, upper respiratory tract, skin, eyes.

Aspiration hazard

Name	Result
	ASPIRATION HAZARD - Category 1 ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure

Potential acute health effects

Eye contact : Causes serious eye irritation.

Inhalation : Harmful if inhaled. May cause respiratory irritation.

Skin contact: Causes skin irritation. Defatting to the skin. May cause an allergic skin reaction.

Ingestion : No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain or irritation

watering redness

Inhalation : Adverse symptoms may include the following:

respiratory tract irritation

coughing

Skin contact: Adverse symptoms may include the following:

irritation redness dryness cracking

Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

United States	Page: 10/15

Section 11. Toxicological information

Conclusion/Summary

: There are no data available on the mixture itself. Exposure to component solvent vapor concentrations in excess of the stated occupational exposure limit may result in adverse health effects such as mucous membrane and respiratory system irritation and adverse effects on the kidneys, liver and central nervous system. Symptoms and signs include headache, dizziness, fatigue, muscular weakness, drowsiness and, in extreme cases, loss of consciousness. Solvents may cause some of the above effects by absorption through the skin. There is some evidence that repeated exposure to organic solvent vapors in combination with constant loud noise can cause greater hearing loss than expected from exposure to noise alone. If splashed in the eyes, the liquid may cause irritation and reversible damage. Ingestion may cause nausea, diarrhea and vomiting. This takes into account, where known, delayed and immediate effects and also chronic effects of components from short-term and long-term exposure by oral, inhalation and dermal routes of exposure and eye contact.

Short term exposure

Potential immediate

effects

Potential delayed effects

Long term exposure

Potential immediate

effects

Potential delayed effects

: There are no data available on the mixture itself.

: There are no data available on the mixture itself.

: There are no data available on the mixture itself.

: There are no data available on the mixture itself.

Potential chronic health effects

General

: Prolonged or repeated contact can defat the skin and lead to irritation, cracking and/or dermatitis. Once sensitized, a severe allergic reaction may occur when subsequently exposed to very low levels.

Carcinogenicity

Fertility effects

: Suspected of causing cancer. Risk of cancer depends on duration and level of

exposure.

Mutagenicity
Teratogenicity
Developmental effects

No known significant effects or critical hazards.No known significant effects or critical hazards.No known significant effects or critical hazards.

: No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral (mg/ kg)	Dermal (mg/kg)	Inhalation (gases) (ppm)	Inhalation (vapors) (mg/l)	Inhalation (dusts and mists) (mg/ I)
AMERLOCK 2/400 RESIN BLACK	4511.6	2886.9	N/A	52.1	4.3
Epoxy resin (MW ≤ 700)	2500	2500	N/A	N/A	N/A
Solvent naphtha (petroleum), light aromatic	8400	3480	N/A	N/A	N/A
1,2,4-trimethylbenzene carbon black, respirable powder ethylbenzene	5000	N/A	N/A	18	1.5
	N/A	2500	N/A	N/A	N/A
	3500	17800	N/A	17.8	1.5

United States Page: 11/15

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
Epoxy resin (MW ≤ 700)	Acute LC50 1.8 mg/l Chronic NOEC 0.3 mg/l	Daphnia Daphnia	48 hours 21 days
Solvent naphtha (petroleum), light aromatic	Acute LC50 8.2 mg/l	Fish	96 hours
ethylbenzene	Acute LC50 150 to 200 mg/l Fresh water	Fish	96 hours

Persistence and degradability

Product/ingredient name	Test	Result		Dose		Inoculum
Epoxy resin (MW ≤ 700)	OECD 301F	5 % - 28 days		-		-
Product/ingredient name	Aquatic half-life		Photolysis		Biodegi	radability
Epoxy resin (MW ≤ 700) ethylbenzene	-		-		Not read Readily	dily

Bioaccumulative potential

Product/ingredient name	LogPow	BCF	Potential
Epoxy resin (MW ≤ 700)	3	31	low
1,2,4-trimethylbenzene	3.63	120.23	low
ethylbenzene	3.15	79.43	low

Mobility in soil

Soil/water partition coefficient (Koc)

: Not available.

Section 13. Disposal considerations

Disposal methods

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees. Section 6. Accidental release measures

United States Page: 12/15

14. Transport information

	DOT	IMDG	IATA
UN number	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT	PAINT
Transport hazard class (es)	3	3	3
Packing group	III	III	III
Environmental hazards	No.	Yes.	Yes. The environmentally hazardous substance mark is not required.
Marine pollutant substances	Not applicable.	(Epoxy resin (MW ≤ 700), Solvent naphtha (petroleum), light aromatic)	Not applicable.
Product RQ (lbs)	14078.4	Not applicable.	Not applicable.
RQ substances	(xylene)	Not applicable.	Not applicable.

Additional information

DOT : This product may be re-classified as "Combustible Liquid," unless transported by vessel or aircraft.

Non-bulk packages (less than or equal to 119 gal) of combustible liquids are not regulated as

hazardous materials in package sizes less than the product reportable quantity.

IMDG : The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg.

IATA : The environmentally hazardous substance mark may appear if required by other transportation

regulations.

Special precautions for user : Transport within user's premises: always transport in closed containers that are

upright and secure. Ensure that persons transporting the product know what to do in

the event of an accident or spillage.

Transport in bulk according : Not applicable.

to IMO instruments

Section 15. Regulatory information

United States

United States inventory (TSCA 8b): All components are active or exempted.

SARA 302/304

SARA 304 RQ : Not applicable.

Composition/information on ingredients

No products were found.

SARA 311/312

United States Page: 13/15

Section 15. Regulatory information

Classification

: FLAMMABLE LIQUIDS - Category 3

ACUTE TOXICITY (inhalation) - Category 4

SKIN IRRITATION - Category 2 EYE IRRITATION - Category 2A SKIN SENSITIZATION - Category 1 CARCINOGENICITY - Category 2

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract

irritation) - Category 3 HNOC - Defatting irritant

Composition/information on ingredients

Name	%	Classification
poxy resin (MW ≤ 700)	≥50 - ≤75	SKIN IRRITATION - Category 2
		EYE IRRITATION - Category 2A
		SKIN SENSITIZATION - Category 1B
Talc , not containing asbestiform	≥20 - ≤50	SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE)
fibres		(Respiratory tract irritation) - Category 3
Solvent naphtha (petroleum),	≥1.0 - ≤4.7	FLAMMABLE LIQUIDS - Category 3
light aromatic		SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE)
		(Respiratory tract irritation) - Category 3
		SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE)
		(Narcotic effects) - Category 3
		ASPIRATION HAZARD - Category 1
		HNOC - Defatting irritant
1,2,4-trimethylbenzene	≥1.0 - ≤4.3	FLAMMABLE LIQUIDS - Category 3
		ACUTE TOXICITY (inhalation) - Category 4
		SKIN IRRITATION - Category 2
		EYE IRRITATION - Category 2A
		SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE)
		(Respiratory tract irritation) - Category 3
and the state of t	>0.40 40.4	HNOC - Defatting irritant
carbon black, respirable powder	≥0.10 - ≤2.1	COMBUSTIBLE DUSTS
athy dhannana	-1.0	CARCINOGENICITY - Category 2
ethylbenzene	<1.0	FLAMMABLE LIQUIDS - Category 2
		ACUTE TOXICITY (inhalation) - Category 4
		CARCINOGENICITY - Category 2 SPECIFIC TARGET ORGAN TOXICITY (REPEATED
		EXPOSURE) - Category 2
		ASPIRATION HAZARD - Category 1
		• • • • • • • • • • • • • • • • • • • •
		HNOC - Defatting irritant

SARA 313

Chemical nameCAS numberConcentrationSupplier notification: 1,2,4-trimethylbenzene95-63-61 - 5

ethylbenzene 100-41-4 0.1 - 1

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Additional environmental information is contained on the Environmental Data Sheet for this product, which can be obtained from your PPG representative.

California Prop. 65

Product name AMERLOCK 2/400 RESIN BLACK

Section 15. Regulatory information

MARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health: 2 * Flammability: 2 Physical hazards: 0

(*) - Chronic effects

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on MSDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)

Health: 2 Flammability: 2 Instability: 0

Date of previous issue : 2/7/2020

the MSDS

Organization that prepared : EHS

Key to abbreviations : ATE = Acute Toxicity Estimate

BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL = International Convention for the Prevention of Pollution From Ships, 1973

as modified by the Protocol of 1978. ("Marpol" = marine pollution)

N/A = Not available SGG = Segregation Group UN = United Nations

Indicates information that has changed from previously issued version.

Disclaimer

The information contained in this data sheet is based on present scientific and technical knowledge. The purpose of this information is to draw attention to the health and safety aspects concerning the products supplied by PPG, and to recommend precautionary measures for the storage and handling of the products. No warranty or guarantee is given in respect of the properties of the products. No liability can be accepted for any failure to observe the precautionary measures described in this data sheet or for any misuse of the products.

United States Page: 15/15



OVS Ped Bridge Topcoat PSX 800 Product Data and MSDS Sheets

PSX® 800

DESCRIPTION

Two-component, engineered siloxane coating

PRINCIPAL CHARACTERISTICS

- · Unique, high gloss, engineered siloxane
- Virtually HAPs free, low VOC
- · High durability in challenging environments
- · Tough and abrasion resistant
- · Resists dirt pickup, easily cleaned
- Can be applied directly to zinc primers as a 2-coat system

COLOR AND GLOSS LEVEL

- Standard Color Offering, Custom Colors
- · High gloss

BASIC DATA AT 68°F (20°C)

Data for product			
Number of components	Two		
Volume solids	97 ± 3%		
VOC (Supplied)	max. 75.0 g/l (approx. 0.6 lb/US gal)		
Recommended dry film thickness	3.0 - 7.0 mils (75 - 175 µm) depending on system		
Theoretical spreading rate	311 ft²/US gal for 5.0 mils (7.6 m²/l for 125 μm)		
Shelf life	Base: at least 24 months when stored cool and dry Hardener: at least 24 months when stored cool and dry		

Notes:

- * The mixed and applied coating cure reaction will produce VOC of mixed alcohols. For 100 g/L VOC requirements, a VOC-exempt thinner such as 97-739 may be used as needed.
- See ADDITIONAL DATA Overcoating intervals
- See ADDITIONAL DATA Curing time

RECOMMENDED SUBSTRATE CONDITIONS AND TEMPERATURES

Coating performance is proportional to the degree of surface preparation

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Ref. P456 Page 1/5

PSX® 800

Steel

- Abrasive Blast to SSPC SP-6 or higher with a 1.0-3.0 mil surface profile
- · Keep moisture, oil, grease and other organic matter off surface before coating
- Apply this product as soon as possible to avoid rusting of blasted surfaces
- · For touch up and repair, power tool cleaning in accordance with SSPC SP-11 is acceptable
- · Use a suitable primer for corrosive environments

Concrete

See specific primer

Aged coatings

- Contact your PPG representative. A test patch of the product over in-tact clean coating and observation for film defects and adhesion over a period of time may be required, dependent upon the type of coating
- This product is compatible over Amercoat 450 Series polyurethane.

Atmospheric exposure conditions

- Ambient temperature during application and curing should be between 40 °F (4°C) and 120 °F (49 °C).
- Material temperature should be between 50 °F (10 °C) and 90 °F (32 °C)
- Relative humidity should be above 40%

Substrate temperature

- Surface temperature during application should be between 40°F (4°C) and 120°F (49°C).
- Surface temperature during application should be at least 5°F (3°C) above dew point

SYSTEM SPECIFICATION

 Primers: DIMETCOTE 9-series, DIMETCOTE 21-5, DIMETCOTE 302H, AMERCOAT 68HS, AMERLOCK 2/400, AMERCOAT 370, AMERCOAT 385, AMERCOAT 240, AMERCOAT 235

Note: Other primers would be acceptable. Please contact your PPG PMC representative for confirmation of alternate primers.

INSTRUCTIONS FOR USE

Mixing ratio by volume: base to hardener (4:1)

Only mix full kits. Pre-mix base component with a pneumatic air mixing at moderate speeds to homogenize the container.
 Pour in the hardener component and power agitate until thoroughly mixed

Pot life

4 hours at 70°F (21°C)

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Ref. P456 Page 2/5

PSX® 800

Application

- · Area should be sheltered from airborne particulates and pollutants
- · Ensure good ventilation during application and curing
- · Provide shelter to prevent wind from affecting spray patterns

Air spray

- · Separate air and fluid regulators are essential
- . Ensure there is a moisture and oil trap in the main air line
- An agitated pressure pot is recommended

Recommended thinner

THINNER 60-12 (AMERCOAT 911), THINNER 21-06 (AMERCOAT 65) (xylene)), THINNER 21-25 (AMERCOAT 101) (recommended for > 90°F (32°C))

Volume of thinner

0-10%

Nozzle orifice

Approx. 0.070 in (1.8 mm)

Airless spray

30:1 pump or larger

Recommended thinner

THINNER 60-12 (AMERCOAT 911), THINNER 21-06 (AMERCOAT 65) (xylene)), THINNER 21-25 (AMERCOAT 101) (recommended for > 90°F (32°C))

Nozzle orifice

0.015 - 0.017 in (approx. 0.38 - 0.43 mm)

Brush/roller

- Use a high quality natural bristle brush and/or solvent resistant, 1/4" or 3/8" nap roller. Ensure brush/roller is well loaded to
 avoid air entrainment. Multiple coats may be necessary to achieve adequate film-build
- AMERCOAT 851 flow control additive can be used to for enhanced flow and leveling with brush and roll application
- Be aware that multiple coats may be required to achieve uniform and sufficient film thickness to provide proper hiding performance when applying by brush or roller

Recommended thinner

THINNER 60-12 (AMERCOAT 911), THINNER 21-06 (AMERCOAT 65 (xylene)), or 97-739 (where exempt thinner is required for VOC regulations)

pPG

Ref. P456 Page 3/5

PSX® 800

Cleaning solvent

AMERCOAT 12 Cleaner or AMERCOAT 911 thinner

ADDITIONAL DATA

Overcoating interval for DFT up to 4.0 mils (100 µm)						
Overcoating with	Interval	32°F (0°C)	50°F (10°C)	70°F (21°C)	90°F (32°C)	
itself	Minimum Maximum	20 hours Unlimited	9 hours Unlimited	4.5 hours Unlimited	3 hours Unlimited	

Note: Surface must be power washed to remove contaminants. Surface must be clean and dry. When re-coating within 72 hours, solvent wipe the surface with any of the PSX 800 thinners prior to application of the second coat.

Curing time using standard hardener for up to 4 mils dft and 50% relative humidity				
Substrate temperature	Dry to touch	Dry to handle		
40°F (4°C)	14 hours	36 hours		
50°F (10°C)	8 hours	13 hours		
70°F (21°C)	3.5 hours	9 hours		
90°F (32°C)	2 hours	5 hours		

Pot life (at application viscosity)			
Mixed product temperature	Pot life		
50°F (10°C)	6.5 hours		
70°F (21°C)	4 hours		
90°F (32°C)	1.5 hours		

Product Qualifications

SSPC Paint 36 Level 3 Performance

SAFETY PRECAUTIONS

- For paint and recommended thinners see INFORMATION SHEETS 1430, 1431 and relevant Material Safety Data Sheets
- This is a solvent-borne paint and care should be taken to avoid inhalation of spray mist or vapor, as well as contact between the wet paint and exposed skin or eyes

WORLDWIDE AVAILABILITY

It is always the aim of PPG Protective and Marine Coatings to supply the same product on a worldwide basis. However, slight modification of the product is sometimes necessary to comply with local or national rules/circumstances. Under these circumstances an alternative product data sheet is used.

PPG

Ref. P456 Page 4/5

PSX® 800

REFERENCES

•	CONVERSION TABLES	INFORMATION SHEET	1410
•	EXPLANATION TO PRODUCT DATA SHEETS	INFORMATION SHEET	1411
•	SAFETY INDICATIONS	INFORMATION SHEET	1430
•	SAFETY IN CONFINED SPACES AND HEALTH SAFETY, EXPLOSION HAZARD -	INFORMATION SHEET	1431

WARRANTY

PPG warrants (i) its title to the product, (ii) that the quality of the product conforms to PPG's specifications for such product in effect at the time of manufacture and (iii) that the product shall be delivered free of the rightful claim of any third person for infringement of any U.S. patent covering the product. THESE ARE THE CMLY WARRANTIES THAT PPG MAKES AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, UNDER STATUTE OR ARISING OTHERWISE IN LAW, FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION. ANY OTHER WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE DISCLAIMED BY PPG. Any claim under this warranty must be made by Buyer to PPG in writing within five (5) days of Buyer's discovery of the claimed defect, but in no event lifer than the expiration of the applicable shelf life of the product, or one year from the date of the delivery of the product to the Buyer, whichever is carrier. Buyer's fallows to notify PPG of such non-conformance as required herein shall bar Buyer from recovery under this warranty.

LIMITATIONS OF LIABILITY

IN NO EVENT WILL PPG BE LIABLE UNDER ANY THEORY OF RECOVERY (WHETHER BASED ON NEGLIGENCE OF ANY DIND, STRICT LIABILITY OR TORT) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO, ARISING FROM, OR RESULTING FROM ANY USE MADE OF THE PRODUCT. The information in this shoot is intended for guidance only and is based upon laboratory tests that PPG believes to be reliable. PPG may modify the information contained herein as a result of practical experience and certification product and related information is development. All recommendations or suggestions relating to the use of the PPG product, whether in technical documentation, or in response to a specific inquiry, or otherwise, are based on data, which to the best of PPG's knowledge, in reliable. The product and related information is designed for users having the requisite knowledge and industrial skills in the industry and it is the end-user's responsibility to determine the sustability of the product to the product are many factors affecting the use and application of the product. Therefore, PPG does not accept any liability arising from any loss, injury or damage resulting from such use or the contents of this information (unless there are written agreements stating otherwise). Variations in the application environment, changes in procedures of use, or extrapolation of data may cause unsubstactory results. This shoot supersodes all provious versions and it is the Buyer's responsibility to ensure that this information is current prior to using the product. Current sheets for all PPG Protective & Marine Coatings Products are maintained at wew appgrace.com. The English and of this sheet shall prevail over any translation thereof.

Packaging: Available in 1-gallon and 5-gallon kits

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Ref. P456 Page 5/5

SAFETY DATA SHEET



Date of issue/Date of revision 13 June 2020

Version 18

Section 1. Identification

Product name : PSX 800 NEUTRAL TINT RESIN

Product code : 00353605

Other means of : Not available.

identification Product type

: Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Product use : Professional applications, Used by spraying.

Use of the substance/

mixture

: Coating.

Uses advised against : Not applicable.

Manufacturer : PPG Industries, Inc.

One PPG Place Pittsburgh, PA 15272 : (412) 434-4515 (U.S.)

Emergency telephone

number

(514) 645-1320 (Canada) SETIQ Interior de la República: 800-00-214-00 (México) SETIQ Ciudad de México: (55) 5559-1588 (México)

Technical Phone Number: 888-977-4762

Section 2. Hazards identification

OSHA/HCS status

: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture

: EYE IRRITATION - Category 2A SKIN SENSITIZATION - Category 1

Percentage of the mixture consisting of ingredient(s) of unknown acute toxicity: 58.1%

(Oral), 63.1% (Dermal), 91.8% (Inhalation)

GHS label elements

Hazard pictograms :



Signal word : Warning

Hazard statements : May cause an allergic skin reaction.

Causes serious eye irritation.

Precautionary statements

United States Page: 1/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 2. Hazards identification

: Wear eye or face protection. Avoid breathing vapor. Prevention

Response : Wash contaminated clothing before reuse. IF ON SKIN: Wash with plenty of water. 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 or

attention.

Disposal Dispose of contents and container in accordance with all local, regional, national and

international regulations.

Supplemental label

elements

Storage

: Sanding and grinding dusts may be harmful if inhaled. Trimethoxysilanes are capable of forming methanol if hydrolyzed or ingested. If swallowed, methanol may be harmful or fatal or cause blindness. Emits toxic fumes when heated.

Hazards not otherwise classified

None known.

: Not applicable.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture

Product name : PSX 800 NEUTRAL TINT RESIN

Ingredient name	%	CAS number
4'-Isopropylidenedicyclohexanol, oligomeric reaction products with	≥20 - ≤50	30583-72-3
1-chloro-2,3-epoxypropane		
barium sulfate	≥20 - ≤46	7727-43-7
9-Octadecenoic acid, 12-(2-oxiranylmethoxy)-, 1,2,3-propanetriyl ester,	≥5.0 - ≤8.0	74398-71-3
homopolymer		
bis(1,2,2,6,6-pentamethyl-4-piperidyl) sebacate	≥1.0 - ≤5.0	41556-26-7
Wollastonite	≥1.0 - ≤5.0	13983-17-0
Poly(oxy-1,2-ethanediyl), α -(nonylphenyl)- ω -hydroxy-, branched, phosphates	≤1.9	68412-53-3
Alpha, Alpha"-(1,3-Xylenediyl)Bis(12-Hydroxy-Octadecanamide)	≥1.0 - ≤5.0	Not available.

SUB codes represent substances without registered CAS Numbers.

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

If ingestion, irritation, any type of overexposure or symptoms of overexposure occur during or persists after use of this product, contact a POISON CONTROL CENTER, EMERGENCY ROOM OR PHYSICIAN immediately; have Safety Data Sheet information available. Never give anything by mouth to an unconscious or convulsing person.

Description of necessary first aid measures

Inhalation

Eye contact : Remove contact lenses, irrigate copiously with clean, fresh water, holding the eyelids apart for at least 10 minutes and seek immediate medical advice.

: Remove to fresh air. Keep person warm and at rest. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel.

United States Page: 2/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 4. First aid measures

Skin contact : Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water

or use recognized skin cleanser. Do NOT use solvents or thinners.

Ingestion : If swallowed, seek medical advice immediately and show this container or label. Keep

person warm and at rest. Do NOT induce vomiting.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye irritation.

Inhalation : No known significant effects or critical hazards.

Skin contact: May cause an allergic skin reaction.

Ingestion : No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain or irritation watering

redness

Inhalation : No specific data.

Skin contact: Adverse symptoms may include the following:

irritation redness

Ingestion : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed.

The exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments: No specific treatment.

Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may

be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing

media

: Use an extinguishing agent suitable for the surrounding fire.

Unsuitable extinguishing

media

: None known.

Specific hazards arising from the chemical

: In a fire or if heated, a pressure increase will occur and the container may burst. Vapors may accumulate in low or confined areas or travel a considerable distance to a source

of ignition and flash back.

United States Page: 3/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 5. Fire-fighting measures

Hazardous thermal decomposition products

 Decomposition products may include the following materials: carbon oxides nitrogen oxides sulfur oxides phosphorus oxides

halogenated compounds metal oxide/oxides

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Special protective equipment for fire-fighters

: Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Avoid breathing vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders

: If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions

: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill

: Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

United States Page: 4/13

Section 7. Handling and storage

Precautions for safe handling

Protective measures

: Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Do not get in eyes or on skin or clothing. Do not ingest. Avoid breathing vapor or mist. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.

Special precautions

Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Vapors are heavier than air and may spread along floors. If this material is part of a multiple component system, read the Safety Data Sheet(s) for the other component or components before blending as the resulting mixture may have the hazards of all of its parts.

Advice on general occupational hygiene

: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, : including any incompatibilities

Store between the following temperatures: 0 to 35°C (32 to 95°F). Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
₮,4'-Isopropylidenedicyclohexanol, oligomeric reaction products with	None.
1-chloro-2,3-epoxypropane	
barium sulfate	ACGIH TLV (United States, 3/2019).
	TWA: 5 mg/m ³ 8 hours. Form: Inhalable
	fraction
	OSHA PEL (United States, 5/2018).
	TWA: 5 mg/m³ 8 hours. Form: Respirable
	fraction
	TWA: 15 mg/m³ 8 hours. Form: Total dust
9-Octadecenoic acid, 12-(2-oxiranylmethoxy)-, 1,2,3-propanetriyl ester,	None.
homopolymer	itene.
bis(1,2,2,6,6-pentamethyl-4-piperidyl) sebacate	None.
Wollastonite	ACGIH TLV (United States, 3/2019).
VVOIIdStortite	TWA: 1 mg/m³ 8 hours. Form: Inhalable
	fraction
Deby(ann 4.0 ath an a first) ar (a ann dah ann d) ar haidhean a haidh ad	
Poly(oxy-1,2-ethanediyl), α-(nonylphenyl)-ω-hydroxy-, branched, phosphates	None.
Alpha, Alpha"-(1,3-Xylenediyl)Bis(12-Hydroxy-Octadecanamide)	None.

Key to abbreviations

	United States	Page: 5/13
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Product name PSX 800 NEUTRAL TINT RESIN

Section 8. Exposure controls/personal protection

= Acceptable Maximum Peak = Potential skin absorption ACGIH = American Conference of Governmental Industrial Hygienists. SR

= Respiratory sensitization = Ceiling Limit С SS = Skin sensitization STEL F = Fume = Short term Exposure limit values

IPEL = Internal Permissible Exposure Limit TD = Total dust OSHA = Occupational Safety and Health Administration. TLV = Threshold Limit Value TWA = Time Weighted Average R

= OSHA 29 CFR 1910.1200 Subpart Z - Toxic and Hazardous Substances

Consult local authorities for acceptable exposure limits.

procedures

Recommended monitoring: If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to appropriate monitoring standards. Reference to national guidance documents for methods for the determination of hazardous substances will also be required.

Appropriate engineering controls

Environmental exposure controls

- Good general ventilation should be sufficient to control worker exposure to airborne contaminants.
- Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the layatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection **Skin protection Hand protection**

Chemical splash goggles.

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the

protection time of the gloves cannot be accurately estimated.

Gloves Body protection

: butyl rubber

: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Other skin protection

: Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

Respiratory protection

Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator. If workers are exposed to concentrations above the exposure limit, they must use appropriate, certified respirators. Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary.

> **United States** Page: 6/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid.

Color : White to yellowish.

Odor : Characteristic.

Odor threshold : Not available.

pH : Not available.

Melting point : Not available.

Boiling point : >37.78°C (>100°F)

Flash point : Closed cup: 97.22°C (207°F)

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive : Not available.

(flammable) limits

Evaporation rate: Not available.Vapor pressure: Not available.Vapor density: Not available.

Relative density : 1.41

Density (lbs / gal) : 11.77

Solubility : Insoluble in the following materials: cold water.

Partition coefficient: n-

octanol/water

: Not available.

Viscosity : Kinematic (40°C (104°F)): >0.21 cm²/s (>21 cSt)

Volatility : 0% (v/v), 0.218% (w/w)

% **Solid.** (w/w) : 99.782

Section 10. Stability and reactivity

Reactivity: No specific test data related to reactivity available for this product or its ingredients.

Chemical stability: The product is stable.

Possibility of hazardous reactions

: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : When exposed to high temperatures may produce hazardous decomposition products.

Refer to protective measures listed in sections 7 and 8.

Incompatible materials: Keep away from the following materials to prevent strong exothermic reactions:

oxidizing agents, strong alkalis, strong acids.

Hazardous decomposition

products

: Decomposition products may include the following materials: carbon monoxide, carbon

dioxide, smoke, oxides of nitrogen.

United States Page: 7/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
<mark></mark>	LD50 Dermal	Rat	>2000 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
9-Octadecenoic acid, 12- (2-oxiranylmethoxy)-, 1,2,3-propanetriyl ester, homopolymer	LD50 Dermal	Rabbit	>5 g/kg	-
bis(1,2,2,6,6-pentamethyl- 4-piperidyl) sebacate	LD50 Oral LD50 Oral	Rat Rat	>5 g/kg 3.125 g/kg	-

Conclusion/Summary

: There are no data available on the mixture itself.

Irritation/Corrosion

Conclusion/Summary

Skin: There are no data available on the mixture itself.Eyes: There are no data available on the mixture itself.Respiratory: There are no data available on the mixture itself.

Sensitization

Conclusion/Summary

Skin: There are no data available on the mixture itself.Respiratory: There are no data available on the mixture itself.

Mutagenicity

Conclusion/Summary: There are no data available on the mixture itself.

Carcinogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Classification

Product/ingredient name	OSHA	IARC	NTP
₩ollastonite	-	3	-

Carcinogen Classification code:

IARC: 1, 2A, 2B, 3, 4

NTP: Known to be a human carcinogen; Reasonably anticipated to be a human carcinogen

OSHA: +

Not listed/not regulated: -

Reproductive toxicity

Conclusion/Summary: There are no data available on the mixture itself.

Teratogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Specific target organ toxicity (single exposure)

United States Page: 8/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 11. Toxicological information

Name		Route of exposure	Target organs
Mpha, Alpha"-(1,3-Xylenediyl)Bis(12-Hydroxy-Octadecanamide)	Category 3	-	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

Not available.

<u>Target organs</u>: Contains material which causes damage to the following organs: upper respiratory tract,

skin, eyes

Contains material which may cause damage to the following organs: lungs.

Aspiration hazard

Not available.

Information on the likely routes of exposure

Potential acute health effects

Eye contact : Causes serious eye irritation.

Inhalation : No known significant effects or critical hazards.

Skin contact : May cause an allergic skin reaction.

Ingestion: No known significant effects or critical hazards.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain or irritation

watering redness

Inhalation : No specific data.

Skin contact: Adverse symptoms may include the following:

irritation redness

Ingestion: No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Conclusion/Summary: There are no data available on the mixture itself. Trimethoxysilanes are capable of

forming methanol if hydrolyzed or ingested. If swallowed, methanol may be harmful or fatal or cause blindness. If splashed in the eyes, the liquid may cause irritation and reversible damage. Ingestion may cause nausea, diarrhea and vomiting. This takes into account, where known, delayed and immediate effects and also chronic effects of components from short-term and long-term exposure by oral, inhalation and dermal

routes of exposure and eye contact.

Short term exposure

Potential immediate : There are no data available on the mixture itself.

effects

Potential delayed effects : There are no data available on the mixture itself.

Long term exposure

Potential immediate : There are no data available on the mixture itself.

effects

Potential delayed effects : There are no data available on the mixture itself.

Potential chronic health effects

United States Page: 9/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 11. Toxicological information

General : Once sensitized, a severe allergic reaction may occur when subsequently exposed to

very low levels.

Carcinogenicity: No known significant effects or critical hazards.

Mutagenicity: No known significant effects or critical hazards.

Teratogenicity: No known significant effects or critical hazards.

Developmental effects: No known significant effects or critical hazards.

Fertility effects: No known significant effects or critical hazards.

No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral (mg/ kg)	Dermal (mg/kg)	Inhalation (gases) (ppm)	Inhalation (vapors) (mg/l)	Inhalation (dusts and mists) (mg/ I)
PSX 800 NEUTRAL TINT RESIN barium sulfate bis(1,2,2,6,6-pentamethyl-4-piperidyl) sebacate	50190.7	3890.6	N/A	N/A	N/A
	N/A	2500	N/A	N/A	N/A
	3125	N/A	N/A	N/A	N/A

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
4,4'- Isopropylidenedicyclohexanol, oligomeric reaction products with 1-chloro- 2,3-epoxypropane	LC50 11.5 mg/l	Fish	96 hours

Persistence and degradability

Not available.

Bioaccumulative potential

Not available.

Mobility in soil

Soil/water partition coefficient (Koc)

: Not available.

United States Page: 10/13

Section 13. Disposal considerations

Disposal methods

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations. Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees. Section 6. Accidental release measures

14. Transport information

	DOT	IMDG	IATA
UN number	Not regulated.	UN3082	UN3082
UN proper shipping name	-	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (bis(1,2,2,6,6-pentamethyl- 4-piperidyl) sebacate, trizinc bis (orthophosphate))	ENVIRONMENTALLY HAZARDOUS SUBSTANCE, LIQUID, N.O.S. (bis(1,2,2,6,6-pentamethyl- 4-piperidyl) sebacate, trizinc bis(orthophosphate))
Transport hazard class (es)	-	9	9
Packing group	-	III	III
Environmental hazards Marine pollutant substances	No. Not applicable.	Yes. (bis(1,2,2,6,6-pentamethyl-4-piperidyl) sebacate, trizinc bis (orthophosphate))	Yes. Not applicable.

Additional information

DOT : None identified.

IMDG : This product is not regulated as a dangerous good when transported in sizes of ≤5 L or ≤5 kg,

provided the packagings meet the general provisions of 4.1.1.1, 4.1.1.2 and 4.1.1.4 to 4.1.1.8.

IATA : This product is not regulated as a dangerous good when transported in sizes of ≤5 L or ≤5 kg.

provided the packagings meet the general provisions of 5.0.2.4.1, 5.0.2.6.1.1 and 5.0.2.8.

Special precautions for user : Transport within user's premises: always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

United States Page: 11/13

Product name PSX 800 NEUTRAL TINT RESIN

14. Transport information

Transport in bulk according : Not applicable.

to IMO instruments

Section 15. Regulatory information

United States

United States inventory (TSCA 8b): All components are active or exempted.

SARA 302/304

SARA 304 RQ : Not applicable. **Composition/information on ingredients**

No products were found.

SARA 311/312

Classification : EYE IRRITATION - Category 2A

SKIN SENSITIZATION - Category 1

Composition/information on ingredients

Name	%	Classification
4 ,4'-	≥20 - ≤50	SKIN SENSITIZATION - Category 1B
Isopropylidenedicyclohexanol, oligomeric reaction products with 1-chloro-2,3-epoxypropane		
9-Octadecenoic acid, 12-	≥5.0 - ≤8.0	SKIN IRRITATION - Category 2
(2-oxiranylmethoxy)-,		EYE IRRITATION - Category 2A
1,2,3-propanetriyl ester,		SKIN SENSITIZATION - Category 1B
homopolymer		
bis(1,2,2,6,6-pentamethyl- 4-piperidyl) sebacate	≥1.0 - ≤5.0	SKIN SENSITIZATION - Category 1B
Poly(oxy-1,2-ethanediyl), α-	≤1.9	SKIN IRRITATION - Category 2
(nonylphenyl)-ω-hydroxy-, branched, phosphates		SERIOUS EYE DAMAGE - Category 1
Alpha, Alpha"-(1,3-Xylenediyl)Bis (12-Hydroxy-Octadecanamide)	≥1.0 - ≤5.0	COMBUSTIBLE DUSTS EYE IRRITATION - Category 2A SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) (Respiratory tract irritation) - Category 3

SARA 313

Chemical name CAS number **Concentration**

: trizinc bis(orthophosphate) 7779-90-0 1 - 5 **Supplier notification**

Poly(oxy-1,2-ethanediyl), α -(nonylphenyl)- ω -68412-53-3 1 - 5

hydroxy-, branched, phosphates

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Additional environmental information is contained on the Environmental Data Sheet for this product, which can be obtained from your PPG representative.

> **United States** Page: 12/13

Product name PSX 800 NEUTRAL TINT RESIN

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health: 3 Flammability: 1 Physical hazards: 1

(*) - Chronic effects

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on MSDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)

Health: 3 Flammability: 1 Instability: 1

Date of previous issue : 2/17/2020

Organization that prepared

the MSDS

Key to abbreviations : ATE = Acute Toxicity Estimate BCF = Bioconcentration Factor

: EHS

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL = International Convention for the Prevention of Pollution From Ships, 1973

as modified by the Protocol of 1978. ("Marpol" = marine pollution)

N/A = Not available SGG = Segregation Group UN = United Nations

▼ Indicates information that has changed from previously issued version.

Disclaimer

The information contained in this data sheet is based on present scientific and technical knowledge. The purpose of this information is to draw attention to the health and safety aspects concerning the products supplied by PPG, and to recommend precautionary measures for the storage and handling of the products. No warranty or guarantee is given in respect of the properties of the products. No liability can be accepted for any failure to observe the precautionary measures described in this data sheet or for any misuse of the products.

United States Page: 13/13

SAFETY DATA SHEET



Date of issue/Date of revision 19 August 2020

Version 12

Section 1. Identification

Product name : PSX 800 CURE
Product code : 00353411
Other means of : Not available.

identification Product type

: Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Product use : Professional applications, Used by spraying.

Use of the substance/

mixture

: Coating.

Uses advised against : Not applicable.

Manufacturer : PPG Industries, Inc.

One PPG Place Pittsburgh, PA 15272 : (412) 434-4515 (U.S.)

Emergency telephone

number

(514) 645-1320 (Canada)

SETIQ Interior de la República: 800-00-214-00 (México) SETIQ Ciudad de México: (55) 5559-1588 (México)

Technical Phone Number: 888-977-4762

Section 2. Hazards identification

OSHA/HCS status

: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

Classification of the substance or mixture

: SKIN CORROSION - Category 1
SERIOUS EYE DAMAGE - Category 1
SKIN SENSITIZATION - Category 1

GERM CELL MUTAGENICITY - Category 2 TOXIC TO REPRODUCTION - Category 1B

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) - Category 1 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1

Percentage of the mixture consisting of ingredient(s) of unknown acute toxicity: 69.7% (Oral), 63% (Dermal), 99.1% (Inhalation)

GHS label elements

Hazard pictograms :







United States Page: 1/13

Product name PSX 800 CURE

Section 2. Hazards identification

Signal word

: Danger

Hazard statements

: Causes severe skin burns and eye damage.

May cause an allergic skin reaction. Suspected of causing genetic defects. May damage fertility or the unborn child. Causes damage to organs. (thymus)

Causes damage to organs through prolonged or repeated exposure. (thymus)

Precautionary statements

Prevention

Detain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves, protective clothing and eye or face protection. Do not breathe vapor. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Contaminated work clothing must not be allowed out of the workplace.

Response

Exposed: Call a POISON CENTER or doctor. IF INHALED: Remove person to fresh air and keep comfortable for breathing. Immediately call a POISON CENTER or doctor. IF SWALLOWED: Immediately call a POISON CENTER or doctor. Rinse mouth. Do NOT induce vomiting. IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water. Immediately call a POISON CENTER or doctor. Wash contaminated clothing before reuse. IF ON SKIN: Wash with plenty of water. If skin irritation or rash occurs: Get medical advice or 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.

Storage

: Store locked up.

Disposal

: Dispose of contents and container in accordance with all local, regional, national and international regulations.

Supplemental label elements

: Trimethoxysilanes are capable of forming methanol if hydrolyzed or ingested. If swallowed, methanol may be harmful or fatal or cause blindness. This product either contains formaldehyde or is capable of releasing formaldehyde above 0.5 ppm under certain conditions. Formaldehyde is a known cancer hazard, a skin sensitizer and a respiratory sensitizer. Emits toxic fumes when heated.

Hazards not otherwise classified

: None known.

Section 3. Composition/information on ingredients

Substance/mixture

: Mixture

Product name

: PSX 800 CURE

%	CAS number
≥20 - ≤45 >5.0 <10	Proprietary 1067-33-0
	76

SUB codes represent substances without registered CAS Numbers.

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

United States	Page: 2/13

Product name PSX 800 CURE

Section 4. First aid measures

If ingestion, irritation, any type of overexposure or symptoms of overexposure occur during or persists after use of this product, contact a POISON CONTROL CENTER, EMERGENCY ROOM OR PHYSICIAN immediately; have Safety Data Sheet information available. Never give anything by mouth to an unconscious or convulsing person.

Description of necessary first aid measures

Eye contact: Check for and remove any contact lenses. Immediately flush eyes with running water for

at least 15 minutes, keeping eyelids open. Seek immediate medical attention.

Inhalation : Remove to fresh air. Keep person warm and at rest. If not breathing is

irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained

personnel.

Skin contact : Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water

or use recognized skin cleanser. Do NOT use solvents or thinners.

Ingestion: If swallowed, seek medical advice immediately and show this container or label. Keep

person warm and at rest. Do NOT induce vomiting.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : No known significant effects or critical hazards.

Skin contact : Causes severe burns. Causes damage to organs following a single exposure in contact

with skin. May cause an allergic skin reaction.

Ingestion : vauses damage to organs following a single exposure if swallowed.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain watering redness

Inhalation: Adverse symptoms may include the following:

reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact: Adverse symptoms may include the following:

pain or irritation

redness

blistering may occur reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion : Adverse symptoms may include the following:

stomach pains reduced fetal weight increase in fetal deaths skeletal malformations

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : In case of inhalation of decomposition products in a fire, symptoms may be delayed.

The exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments: No specific treatment.

United States Page: 3/13

Product code 00353411

Date of issue 19 August 2020

Version 12

Product name PSX 800 CURE

Section 4. First aid measures

Protection of first-aiders

: No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing media

Unsuitable extinguishing

media

: Use an extinguishing agent suitable for the surrounding fire.

: None known.

Specific hazards arising from the chemical

: In a fire or if heated, a pressure increase will occur and the container may burst. Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back.

Hazardous thermal decomposition products

 Decomposition products may include the following materials: carbon oxides nitrogen oxides metal oxide/oxides Formaldehyde.

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.

Special protective equipment for fire-fighters

Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders:

If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions

: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

United States Page: 4/13

Product code 00353411

Product name PSX 800 CURE

Section 6. Accidental release measures

Small spill

: Stop leak if without risk. Move containers from spill area. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures

Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Avoid exposure during pregnancy. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. If during normal use the material presents a respiratory hazard, use only with adequate ventilation or wear appropriate respirator. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Empty containers retain product residue and can be hazardous. Do not reuse container.

Special precautions

: Vapors may accumulate in low or confined areas or travel a considerable distance to a source of ignition and flash back. Vapors are heavier than air and may spread along floors. If this material is part of a multiple component system, read the Safety Data Sheet(s) for the other component or components before blending as the resulting mixture may have the hazards of all of its parts.

Advice on general occupational hygiene

Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities

Storage temperature: 0 to 35°C (32 to 95°F). Store in accordance with local regulations. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

United States Page: 5/13

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Proprietary silane dibutyltin di(acetate)	None. ACGIH TLV (United States, 3/2019). Absorbed through skin. STEL: 0.2 mg/m³, (as Sn) 15 minutes. TWA: 0.1 mg/m³, (as Sn) 8 hours. OSHA PEL (United States, 5/2018). TWA: 0.1 mg/m³, (as Sn) 8 hours. OSHA PEL (United States). TWA: 0.1 mg/m³, (as Sn)

Key to abbreviations

Α	= Acceptable Maximum Peak	S	 Potential skin absorption
ACGIH	= American Conference of Governmental Industrial Hygienists.	SR	= Respiratory sensitization
С	= Ceiling Limit	SS	= Skin sensitization
F	= Fume	STEL	 Short term Exposure limit values
IPEL	= Internal Permissible Exposure Limit	TD	= Total dust
OSHA	Occupational Safety and Health Administration.	TLV	= Threshold Limit Value
R	= Respirable	TWA	= Time Weighted Average
Z	= OSHA 29 CFR 1910.1200 Subpart Z - Toxic and Hazardous Substances		

Consult local authorities for acceptable exposure limits.

procedures

Recommended monitoring: If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to appropriate monitoring standards. Reference to national guidance documents for methods for the determination of hazardous substances will also be required.

Appropriate engineering controls

: If user operations generate dust, fumes, gas, vapor or mist, use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits.

Environmental exposure controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection Skin protection

: Chemical splash goggles and face shield.

United States Page: 6/13

Product name PSX 800 CURE

Section 8. Exposure controls/personal protection

Hand protection : Chemical-resistant, impervious gloves complying with an approved standard should be

worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the

protection time of the gloves cannot be accurately estimated.

Gloves : butyl rubber

Body protection: Personal protective equipment for the body should be selected based on the task being

performed and the risks involved and should be approved by a specialist before

handling this product.

Other skin protection : Appropriate footwear and any additional skin protection measures should be selected

based on the task being performed and the risks involved and should be approved by a

specialist before handling this product.

Respiratory protection: Respirator selection must be based on known or anticipated exposure levels, the

hazards of the product and the safe working limits of the selected respirator. If workers are exposed to concentrations above the exposure limit, they must use appropriate, certified respirators. Use a properly fitted, air-purifying or air-fed respirator complying

with an approved standard if a risk assessment indicates this is necessary.

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid.
Color : Clear.

Odor : Characteristic.
Odor threshold : Not available.
pH : Not available.

Melting point : Not available.

Boiling point : >37.78°C (>100°F)

Flash point : Closed cup: 96.11°C (205°F)

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive : Not available.

(flammable) limits

Evaporation rate: Not available.Vapor pressure: Not available.Vapor density: Not available.

Relative density : 1.1 Density (lbs / gal) : 9.18

Solubility : Insoluble in the following materials: cold water.

Partition coefficient: n- : Not available.

octanol/water

Viscosity : Kinematic (40°C (104°F)): >0.21 cm²/s (>21 cSt)

Volatility : 0% (v/v), 0% (w/w)

United States Page: 7/13

Product name PSX 800 CURE

Section 9. Physical and chemical properties

% Solid. (w/w) : 100

Section 10. Stability and reactivity

Reactivity: No specific test data related to reactivity available for this product or its ingredients.

Chemical stability: The product is stable.

Possibility of hazardous reactions

: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : When exposed to high temperatures may produce hazardous decomposition products.

Refer to protective measures listed in sections 7 and 8.

Incompatible materials : Keep away from the following materials to prevent strong exothermic reactions:

oxidizing agents, strong alkalis, strong acids.

Hazardous decomposition products

: Decomposition products may include the following materials: carbon monoxide, carbon

dioxide, smoke, oxides of nitrogen.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
P roprietary silane	LD50 Dermal	Rabbit	11460 mg/kg	-
	LD50 Oral	Rat	3010 mg/kg	-
dibutyltin di(acetate)	LD50 Dermal	Rabbit	2318 mg/kg	-

Conclusion/Summary: There are no data available on the mixture itself.

Irritation/Corrosion

Conclusion/Summary

Skin: There are no data available on the mixture itself.Eyes: There are no data available on the mixture itself.Respiratory: There are no data available on the mixture itself.

Sensitization

Conclusion/Summary

Skin : There are no data available on the mixture itself.

Respiratory : There are no data available on the mixture itself.

Mutagenicity

Conclusion/Summary: There are no data available on the mixture itself.

Carcinogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Reproductive toxicity

Conclusion/Summary: There are no data available on the mixture itself.

United States Page: 8/13

Product name PSX 800 CURE

Section 11. Toxicological information

Teratogenicity

Conclusion/Summary: There are no data available on the mixture itself.

Specific target organ toxicity (single exposure)

Name	Category	Route of exposure	Target organs
dibutyltin di(acetate)	Category 1	oral	thymus

Specific target organ toxicity (repeated exposure)

Name		Route of exposure	Target organs
dibutyltin di(acetate)	Category 1	oral	thymus

<u>Target organs</u>: Contains material which may cause damage to the following organs: blood, kidneys,

liver, bladder, upper respiratory tract, skin, central nervous system (CNS), eye, lens or

cornea.

Aspiration hazard

Not available.

Information on the likely routes of exposure

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : No known significant effects or critical hazards.

Skin contact: Zauses severe burns. Causes damage to organs following a single exposure in contact

with skin. May cause an allergic skin reaction.

Ingestion: auses damage to organs following a single exposure if swallowed.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain watering redness

Inhalation : Adverse symptoms may include the following:

reduced fetal weight increase in fetal deaths skeletal malformations

Skin contact: Adverse symptoms may include the following:

pain or irritation

redness

blistering may occur reduced fetal weight increase in fetal deaths skeletal malformations

Ingestion : Adverse symptoms may include the following:

stomach pains reduced fetal weight increase in fetal deaths skeletal malformations

Delayed and immediate effects and also chronic effects from short and long term exposure

United States Page: 9/13

Product name PSX 800 CURE

Section 11. Toxicological information

Conclusion/Summary

: There are no data available on the mixture itself. Trimethoxysilanes are capable of forming methanol if hydrolyzed or ingested. If swallowed, methanol may be harmful or fatal or cause blindness. This product either contains formaldehyde or is capable of releasing formaldehyde above 0.5 ppm under certain conditions. Formaldehyde is a known cancer hazard, a skin sensitizer and a respiratory sensitizer. If splashed in the eyes, the liquid may cause irritation and reversible damage. Ingestion may cause nausea, diarrhea and vomiting. This takes into account, where known, delayed and immediate effects and also chronic effects of components from short-term and long-term exposure by oral, inhalation and dermal routes of exposure and eye contact.

Short term exposure

Potential immediate

effects

Potential delayed effects

Long term exposure

Potential immediate

effects

Potential delayed effects

: There are no data available on the mixture itself.

: There are no data available on the mixture itself.

There are no data available on the mixture itself.

: There are no data available on the mixture itself.

Potential chronic health effects

General : Causes damage to organs through prolonged or repeated exposure. Once sensitized, a

severe allergic reaction may occur when subsequently exposed to very low levels.

Carcinogenicity: No known significant effects or critical hazards.

Mutagenicity : Suspected of causing genetic defects.Reproductive toxicity : May damage fertility or the unborn child.

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral (mg/ kg)	Dermal (mg/kg)		(vapors)	Inhalation (dusts and mists) (mg/ I)
₱SX 800 CURE	3097.5	12849.6	N/A	N/A	N/A
Proprietary silane	3010	11460	N/A	N/A	N/A
dibutyltin di(acetate)	N/A	2318	N/A	N/A	N/A

Section 12. Ecological information

Toxicity

Product/ingredient name	Result	Species	Exposure
,	Acute EC10 3.1 mg/l Acute EC50 0.5 mg/l		72 hours 72 hours

Persistence and degradability

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
dibutyltin di(acetate)	-	-	Not readily

United States	Page: 10/13
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Section 12. Ecological information

Bioaccumulative potential

Not available.

Mobility in soil

Soil/water partition coefficient (Koc)

: Not available.

Section 13. Disposal considerations

Disposal methods

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees. Section 6. Accidental release measures

14. Transport information

	DOT	IMDG	IATA
UN number	UN3066	UN3066	UN3066
UN proper shipping name	PAINT	PAINT	PAINT
Transport hazard class (es)	8	8	8
Packing group	II	II	II
Environmental hazards	Yes.	Yes.	Yes. The environmentally hazardous substance mark is not required.
Marine pollutant substances	(amino-functional phenyl methyl silicone resin)	(amino-functional phenyl methyl silicone resin, dibutyltin di(acetate))	Not applicable.

Additional information

Product name PSX 800 CURE

14. Transport information

DOT : This product is not regulated as a marine pollutant when transported on inland waterways in sizes of

≤5 L or ≤5 kg or by road, rail, or inland air in non-bulk sizes, provided the packagings meet the

general provisions of §§ 173.24 and 173.24a.

IMDG : The marine pollutant mark is not required when transported in sizes of ≤5 L or ≤5 kg.

IATA : The environmentally hazardous substance mark may appear if required by other transportation

regulations.

Special precautions for user : Transport within user's premises: always transport in closed containers that are

upright and secure. Ensure that persons transporting the product know what to do in

the event of an accident or spillage.

Transport in bulk according : Not applicable.

to IMO instruments

Section 15. Regulatory information

United States

United States inventory (TSCA 8b): All components are active or exempted.

SARA 302/304

SARA 304 RQ : Not applicable.

Composition/information on ingredients

No products were found.

SARA 311/312

Classification : SKIN CORROSION - Category 1

SERIOUS EYE DAMAGE - Category 1 SKIN SENSITIZATION - Category 1

GERM CELL MUTAGENICITY - Category 2 TOXIC TO REPRODUCTION - Category 1B

SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) - Category 1 SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 1

Composition/information on ingredients

Name	%	Classification
Proprietary silane	Proprietary	FLAMMABLE LIQUIDS - Category 4
		SKIN IRRITATION - Category 2
		SERIOUS EYE DAMAGE - Category 1
dibutyltin di(acetate)	≥5.0 - ≤10	SKIN CORROSION - Category 1
		SERIOUS EYE DAMAGE - Category 1
		SKIN SENSITIZATION - Category 1B
		GERM CELL MUTAGENICITY - Category 2
		TOXIC TO REPRODUCTION - Category 1B
		SPECIFIC TARGET ORGAN TOXICITY (SINGLE EXPOSURE) -
		Category 1
		SPEČIFÍC TARGET ORGAN TOXICITY (REPEATED
		EXPOSURE) - Category 1

United States Page: 12/13

Product name PSX 800 CURE

Section 15. Regulatory information

Additional environmental information is contained on the Environmental Data Sheet for this product, which can be obtained from your PPG representative.

California Prop. 65

↑ WARNING: Reproductive Harm - www.P65Warnings.ca.gov.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Health: 3 * Flammability: 1 Physical hazards: 0

(*) - Chronic effects

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on MSDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)

Health: 3 Flammability: 1 Instability: 0

Date of previous issue : 3/26/2019

Organization that prepared

the MSDS

: EHS

Key to abbreviations : ATE = Acute Toxicity Estimate

BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL = International Convention for the Prevention of Pollution From Ships, 1973

as modified by the Protocol of 1978. ("Marpol" = marine pollution)

N/A = Not available SGG = Segregation Group UN = United Nations

Indicates information that has changed from previously issued version.

Disclaimer

The information contained in this data sheet is based on present scientific and technical knowledge. The purpose of this information is to draw attention to the health and safety aspects concerning the products supplied by PPG, and to recommend precautionary measures for the storage and handling of the products. No warranty or guarantee is given in respect of the properties of the products. No liability can be accepted for any failure to observe the precautionary measures described in this data sheet or for any misuse of the products.

United States Page: 13/13



OVS Ped Bridge Artwork Coat PSX One Product Data and MSDS Sheets

DESCRIPTION

High Solids, Single Pack Acrylic Polysiloxane

PRINCIPAL CHARACTERISTICS

- · High gloss topcoat
- · High solids, low VOC
- Ease of application, brush, roll, or spray
- Isocyanate free
- · Excellent gloss retention
- · Meets SSPC Paint 36 Level 3

COLOR AND GLOSS LEVEL

- · Standard Color Offering, Safety Colors, Custom Colors
- Gloss

Note: Certain colors, especially red, orange, and yellow may require additional coats for adequate hiding, especially if applied over primers with a significant color contrast

BASIC DATA AT 68°F (20°C)

Data for product		
Number of components	One	
Volume solids	75 ± 2%	
VOC (Supplied)	max. 1.8 lb/US gal (approx. 210 g/l)	
Temperature resistance (Continuous)	To 200°F (93°C)	
Temperature resistance (Intermittent)	To 250°F (121°C)	
Recommended dry film thickness	2.0 - 3.0 mils (50 - 75 μm) depending on system	
Theoretical spreading rate	401 ft²/US gal for 3.0 mils (10.0 m²/l for 75 μm)	
Shelf life	At least 12 months when stored cool and dry	
Theoretical spreading rate Shelf life		

Notes:

- Intermittent temperature resistance should be less than 5% of the time, and maximum 24 hours
- See ADDITIONAL DATA Overcoating intervals
- See ADDITIONAL DATA Curing time

211

RECOMMENDED SUBSTRATE CONDITIONS AND TEMPERATURES

 Coating performance is proportional to the degree of surface preparation. Refer to the application instructions for specific primers and intermediate coats for application and curing procedures. Ensure epoxies are free from amine blush prior to overcoating. All previous coats must be dry and free of contaminants, Adhere to all minimum and maximum topcoat times for specific primers and intermediate coats. Aged coatings require abrading prior to applying the product. A test patch over unknown coatings is recommended.

Atmospheric exposure conditions

- Ambient temperature should be between 40 °F (5 °C) and 120 °F (49 °C)
- · Relative Humidity should be between 20% and 90%

Substrate temperature

- Substrate temperature during application should be between 40°F (4°C) and 120°F (49°C)
- Substrate temperature during application should be at least 5°F (3°C) above dew point

SYSTEM SPECIFICATION

Primers: Amercoat One, Amercoat 185H, Amercoat 370, Amercoat 385, Amercoat 399, Amerlock 2/400

INSTRUCTIONS FOR USE

- Agitate with a power mixer for 1 2 minutes until completely dispersed. Ensure good off-bottom mixing
- If partial containers are to be used, return the lid to the container immediately after the required amount is poured off. Float a. few drops of thinner to cover the top surface of the paint and re-seal the lid prior to storage. Avoid exposing the open container to rain or other direct sources of water. Handling the product in this manner will typically allow for shelf stability of 3-6 months after opening.

Application

- Area should be sheltered from airborne particulates and pollutants
- Ensure good ventilation during application and curing
- Provide shelter to prevent wind from affecting spray patterns

Material temperature

Material temperature during application should be between 50°F (10°C) and 90°F (32°C)

Air spray

· A moisture and oil trap in the main line is essential. Product is sensitive to moisture contamination

Recommended thinner

THINNER 60-12 (AMERCOAT 911)

Volume of thinner

0 - 20%

Nozzle orifice

Approx. 0.070 in (1.8 mm)

Airless spray

30:1 pump or larger

Recommended thinner

THINNER 60-12 (AMERCOAT 911)

Nozzle orifice

0.013 - 0.015 in (approx. 0.33 - 0.38 mm)

Brush/roller

Use a high quality natural bristle brush and/or solvent resistant, 1/4" or 3/8" nap roller. Ensure brush/roller is well loaded to
avoid air entrainment. Multiple coats may be necessary to achieve adequate film-build

Page 3/5

AMERCOAT 851 flow control additive can be used to for enhanced flow and leveling with brush and roll application

Recommended thinner

AMERCOAT 911

Cleaning solvent

AMERCOAT 12 Cleaner or AMERCOAT 911 thinner

ADDITIONAL DATA

Overcoating interval for DFT up to 2.0 mils (51 µm)				
Overcoating with	Interval	50°F (10°C)	70°F (21°C)	90°F (32°C)
itself	Minimum Maximum	5 hours Unlimited	2 hours Unlimited	1 hour Unlimited

Curing time for DFT up to 2.0 mils (51 µm)		
Substrate temperature	Dry to touch	Full cure
50°F (10°C)	3 hours	16 hours
70°F (21°C)	2 hours	9 hours
90°F (32°C)	1 hour	5 hours

SAFETY PRECAUTIONS

- For paint and recommended thinners see INFORMATION SHEETS 1430, 1431 and relevant Material Safety Data Sheets
- This is a solvent-borne paint and care should be taken to avoid inhalation of spray mist or vapor, as well as contact between the wet paint and exposed skin or eyes

WORLDWIDE AVAILABILITY

It is always the aim of PPG Protective and Marine Coatings to supply the same product on a worldwide basis. However, slight modification of the product is sometimes necessary to comply with local or national rules/circumstances. Under these circumstances an alternative product data sheet is used.

REFERENCES

CONVERSION TABLES	INFORMATION SHEET	1410
EXPLANATION TO PRODUCT DATA SHEETS	INFORMATION SHEET	1411
SAFETY INDICATIONS	INFORMATION SHEET	1430
SAFETY IN CONFINED SPACES AND HEALTH SAFETY, EXPLOSION HAZARD -	INFORMATION SHEET	1431
TOXIC HAZARD		

WARRANTY

PPG warrants (i) its title to the product, (ii) that the quality of the product conforms to PPG's specifications for such product at the time of manufacture and time

LIMITATIONS OF LIABILITY

IN NO EVENT WILL PPG BE LIABLE UNDER ANY THEORY OF RECOVERY WHETHER BASED ON NEGLIGENCE OF ANY WORLD. STREET LAWS BY RELATED TO, ARISING FROM, OR RESULTING FROM ANY USE MADE OF THE PRODUCT. The normal on this shad a branched for gradience of year of a based point aboratory label that PPG between the product in which is the clinical documentation, or in response to a specific inquiry, or otherwise, are based or data, which to the best of PPG is received, is whether. The product and results and it is the end-user's responsibility to determine the suitability of the product for its own particular as an industrial skills in the industry and it is the end-user's responsibility to determine the suitability of the product for its own particular as an industrial skills in the industry and it is the substrate, or the many factors affecting the use and application of the product. Therefore, PPG is not control over either the quality or condition of the substrate, or the many factors affecting the use and application of the product. Therefore, PPG is not accept any isolar gradient as any loss, many or damage assumed and income the product as a substrate and product and product as a substrate and product as a substrate and product and

PPG Protective & Marine Coatings Bringing innovation to the surface."

Packaging: Available in 1 and 5 gallon containers

Product code	Description
PXONE3	White Base
PXONET2	Light Tint Base *
PXONET3	Neutral Tint Base *
PXONET4	Red Tint Base *
PXONET5	High Hiding Yellow Tint Base *

Note: * Tintable with UCD PS line tints only



The PPG Logo, Bringing innovation to the surface., and all other trademarks herein are property of the PPG group of companion.



SAFETY DATA SHEET



Date of issue/Date of revision 13 June 2020

Version 5

Section 1. Identification

Product name : PSX ONE
Product code : 336198.01
Other means of : Not available.

identification

Product type : Liquid.

Relevant identified uses of the substance or mixture and uses advised against

Product use : Industrial applications, Used by spraying.

Use of the substance/

mixture

: Coating.

Uses advised against : Not applicable.

Manufacturer : PPG Industries, Inc.

One PPG Place Pittsburgh, PA 15272

Emergency telephone

number

: (412) 434-4515 (U.S.) (514) 645-1320 (Canada)

SETIQ Interior de la República: 800-00-214-00 (México) SETIQ Ciudad de México: (55) 5559-1588 (México)

Technical Phone Number: 888-977-4762

Section 2. Hazards identification

OSHA/HCS status

Classification of the substance or mixture

: This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

: FLAMMABLE LIQUIDS - Category 2 SKIN IRRITATION - Category 2 SERIOUS EYE DAMAGE - Category 1 SKIN SENSITIZATION - Category 1 CARCINOGENICITY - Category 2

SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2

Percentage of the mixture consisting of ingredient(s) of unknown acute toxicity: 42.3% (Oral), 43.4% (Dermal), 43.7% (Inhalation)

This product contains TiO2 which has been classified as a GHS Carcinogen Category 2 based on its IARC 2B classification. For many PPG products, TiO2 is utilized as a raw material in a liquid coating formulation. In this case, the TiO2 particles are bound in a matrix with no meaningful potential for human exposure to unbound particles of TiO2 when the product is applied with a brush or roller. Sanding the coating surface or mist from spray applications may be harmful depending on the duration and level of exposure and require the use of appropriate personal protective equipment and/or

United States Page: 1/16

Date of issue 13 June 2020

Version 5

Product code 336198.01

Product name PSX ONE

Section 2. Hazards identification

engineering controls (see Section 8).

GHS label elements

Hazard pictograms









Signal word

Hazard statements

: Highly flammable liquid and vapor.

Causes skin irritation.

May cause an allergic skin reaction. Causes serious eye damage. Suspected of causing cancer.

May cause damage to organs through prolonged or repeated exposure. (hearing organs)

Precautionary statements

Prevention

: Øbtain special instructions before use. Wear protective gloves. Wear protective clothing. Wear eye or face protection. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Use explosion-proof electrical, ventilating or lighting equipment. Use non-sparking tools. Take action to prevent static discharges. Keep container tightly closed. Do not breathe vapor. Wash thoroughly after handling.

Response

: Immediately call a POISON CENTER or doctor. Take off contaminated clothing and wash it before reuse. Wash contaminated clothing before reuse. IF ON SKIN: Wash with plenty of water. IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

Storage

Store in a well-ventilated place. Keep cool.

Disposal

: Dispose of contents and container in accordance with all local, regional, national and international regulations.

Supplemental label elements

Do not taste or swallow. Trimethoxysilanes are capable of forming methanol if hydrolyzed or ingested. If swallowed, methanol may be harmful or fatal or cause blindness. Repeated exposure to high vapor concentrations may cause irritation of the respiratory system and permanent brain and nervous system damage. Inhalation of vapor/aerosol concentrations above the recommended exposure limits causes headaches, drowsiness and nausea and may lead to unconsciousness or death. This product either contains formaldehyde or is capable of releasing formaldehyde above 0.5 ppm under certain conditions. Formaldehyde is a known cancer hazard, a skin sensitizer and a respiratory sensitizer. Avoid contact with skin and clothing. Wash thoroughly after handling. Emits toxic fumes when heated.

Hazards not otherwise classified

Causes digestive tract burns. Prolonged or repeated contact may dry skin and cause irritation.

Section 3. Composition/information on ingredients

Substance/mixture : Mixture **Product name** : PSX ONE

> **United States** Page: 2/16

Product code 336198.01 Date of issue 13 June 2020 Version 5

Product name PSX ONE

Section 3. Composition/information on ingredients

Ingredient name	%	CAS number
Manium dioxide	≥20 - ≤50	13463-67-7
xylene	≥5.0 - ≤8.2	1330-20-7
trimethoxy(methyl)silane	≥1.0 - ≤5.0	1185-55-3
[3-(2,3-epoxypropoxy)propyl]trimethoxysilane	≥1.0 - ≤3.6	2530-83-8
ethylbenzene	≥1.0 - ≤4.0	100-41-4
trimethoxyvinylsilane	≥0.10 - ≤2.2	2768-02-7
Proprietary silane	≤2.0	Proprietary
triethoxyoctylsilane	≥1.0 - ≤5.0	2943-75-1
2-ethylaminoethanol	≤1.5	110-73-6
α-[3-[3-(2H-benzotriazol-2-yl) derivatives	≥0.10 - ≤2.4	104810-48-2
bis(1,2,2,6,6-pentamethyl-4-piperidyl) sebacate	≥0.10 - ≤2.1	41556-26-7

SUB codes represent substances without registered CAS Numbers.

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

If ingestion, irritation, any type of overexposure or symptoms of overexposure occur during or persists after use of this product, contact a POISON CONTROL CENTER, EMERGENCY ROOM OR PHYSICIAN immediately; have Safety Data Sheet information available. Never give anything by mouth to an unconscious or convulsing person.

Description of necessary first aid measures

Eye contact : Check for and remove any contact lenses. Immediately flush eyes with running water for

at least 15 minutes, keeping eyelids open. Seek immediate medical attention.

Inhalation : Remove to fresh air. Keep person warm and at rest. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained

irregular or it respiratory arrest occurs, provide artificial respiration or oxygen by traine personnel.

Skin contact: Remove contaminated clothing and shoes. Wash skin thoroughly with soap and water or use recognized skin cleanser. Do NOT use solvents or thinners.

Ingestion : If swallowed, seek medical advice immediately and show this container or label. Keep

person warm and at rest. Do NOT induce vomiting.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : No known significant effects or critical hazards.

Skin contact: Causes skin irritation. Defatting to the skin. May cause an allergic skin reaction.

Ingestion: Corrosive to the digestive tract. Causes burns.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain watering redness

Inhalation : No specific data.

United States Page: 3/16

Date of issue 13 June 2020 Version 5

Product code 336198.01 Product name PSX ONE

Section 4. First aid measures

Skin contact : Adverse symptoms may include the following:

pain or irritation redness dryness cracking

blistering may occur

Ingestion Adverse symptoms may include the following:

stomach pains

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician

: In case of inhalation of decomposition products in a fire, symptoms may be delayed. The exposed person may need to be kept under medical surveillance for 48 hours.

Specific treatments

: No specific treatment.

Protection of first-aiders

: No action shall be taken involving any personal risk or without suitable training. If it is suspected that fumes are still present, the rescuer should wear an appropriate mask or self-contained breathing apparatus. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Wash contaminated clothing thoroughly with water before removing it, or wear gloves.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

Suitable extinguishing

media

Unsuitable extinguishing

media

: Use dry chemical, CO₂, water spray (fog) or foam.

: Do not use water jet.

Specific hazards arising from the chemical

: Mighly flammable liquid and vapor. In a fire or if heated, a pressure increase will occur and the container may burst, with the risk of a subsequent explosion. Runoff to sewer may create fire or explosion hazard.

Hazardous thermal decomposition products Decomposition products may include the following materials: carbon oxides

nitrogen oxides metal oxide/oxides Formaldehyde.

Special protective actions for fire-fighters

: Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

> **United States** Page: 4/16

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

For non-emergency personnel

: No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Shut off all ignition sources. No flares, smoking or flames in hazard area. Do not breathe vapor or mist. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

For emergency responders:

If specialized clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

Environmental precautions

: Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

Small spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Dilute with water and mop up if water-soluble. Alternatively, or if water-insoluble, absorb with an inert dry material and place in an appropriate waste disposal container. Dispose of via a licensed waste disposal contractor.

Large spill

: Stop leak if without risk. Move containers from spill area. Use spark-proof tools and explosion-proof equipment. Approach release from upwind. Prevent entry into sewers, water courses, basements or confined areas. Wash spillages into an effluent treatment plant or proceed as follows. Contain and collect spillage with non-combustible, absorbent material e.g. sand, earth, vermiculite or diatomaceous earth and place in container for disposal according to local regulations (see Section 13). Dispose of via a licensed waste disposal contractor. Contaminated absorbent material may pose the same hazard as the spilled product. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

Protective measures

: Put on appropriate personal protective equipment (see Section 8). Persons with a history of skin sensitization problems should not be employed in any process in which this product is used. Avoid exposure - obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Do not ingest. Use only with adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Do not enter storage areas and confined spaces unless adequately ventilated. Keep in the original container or an approved alternative made from a compatible material, kept tightly closed when not in use. Store and use away from heat, sparks, open flame or any other ignition source. Use explosion-proof electrical (ventilating, lighting and material handling) equipment. Use only non-sparking tools. Take precautionary measures against electrostatic discharges. Empty containers retain product residue and can be hazardous. Do not reuse container.

Special precautions

If this material is part of a multiple component system, read the Safety Data Sheet(s) for the other component or components before blending as the resulting mixture may have the hazards of all of its parts.

United States Page: 5/16

Product code 336198.01 Date of issue 13 June 2020 Version 5

Product name PSX ONE

Section 7. Handling and storage

Advice on general occupational hygiene

: Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities

Do not store below the following temperature: 5°C (41°F). Store in accordance with local regulations. Store in a segregated and approved area. Store in original container protected from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10) and food and drink. Store locked up. Eliminate all ignition sources. Separate from oxidizing materials. Keep container tightly closed and sealed until ready for use. Containers that have been opened must be carefully resealed and kept upright to prevent leakage. Do not store in unlabeled containers. Use appropriate containment to avoid environmental contamination.

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
titanium dioxide	OSHA PEL (United States, 5/2018).
	TWA: 15 mg/m ³ 8 hours. Form: Total dust
	ACGIH TLV (United States, 3/2019).
	TWA: 10 mg/m³ 8 hours.
xylene	ACGIH TLV (United States, 3/2019).
•	STEL: 651 mg/m³ 15 minutes.
	STEL: 150 ppm 15 minutes.
	TWA: 434 mg/m³ 8 hours.
	TWA: 100 ppm 8 hours.
	OSHA PEL (United States, 5/2018).
	TWA: 435 mg/m ³ 8 hours.
	TWA: 100 ppm 8 hours.
trimethoxy(methyl)silane	None.
[3-(2,3-epoxypropoxy)propyl]trimethoxysilane	None.
ethylbenzene	ACGIH TLV (United States, 3/2019).
,	TWA: 20 ppm 8 hours.
	OSHA PEL (United States, 5/2018).
	TWA: 435 mg/m ³ 8 hours.
	TWA: 100 ppm 8 hours.
trimethoxyvinylsilane	None.
Proprietary silane	None.
riethoxyoctylsilane	None.
2-ethylaminoethanol	None.
α-[3-[3-(2H-benzotriazol-2-yl) derivatives	None.
bis(1,2,2,6,6-pentamethyl-4-piperidyl) sebacate	None.

Key to abbreviations

Α	Acceptable Maximum Peak	S = Potential skin absorption	
ACGIH	= American Conference of Governmental Industrial Hygienists.	SR = Respiratory sensitization	
С	= Ceiling Limit	SS = Skin sensitization	
F	= Fume	STEL = Short term Exposure limit va	alues
IPEL	= Internal Permissible Exposure Limit	TD = Total dust	

United States Page: 6/16

Product code 336198.01

Date of issue 13 June 2020

Version 5

Product name PSX ONE

Section 8. Exposure controls/personal protection

= Occupational Safety and Health Administration.

= Threshold Limit Value TWA = Time Weighted Average

R = Respirable

= OSHA 29 CFR 1910.1200 Subpart Z - Toxic and Hazardous Substances

Consult local authorities for acceptable exposure limits.

procedures

Recommended monitoring: If this product contains ingredients with exposure limits, personal, workplace atmosphere or biological monitoring may be required to determine the effectiveness of the ventilation or other control measures and/or the necessity to use respiratory protective equipment. Reference should be made to appropriate monitoring standards. Reference to national guidance documents for methods for the determination of hazardous substances will also be required.

Appropriate engineering controls

: Use only with adequate ventilation. Use process enclosures, local exhaust ventilation or other engineering controls to keep worker exposure to airborne contaminants below any recommended or statutory limits. The engineering controls also need to keep gas, vapor or dust concentrations below any lower explosive limits. Use explosion-proof ventilation equipment.

Environmental exposure controls

: Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures

: Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Contaminated work clothing should not be allowed out of the workplace. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection Skin protection

Chemical splash goggles and face shield.

Hand protection

: Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.

Gloves Body protection

: butyl rubber

: Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product. When there is a risk of ignition from static electricity, wear antistatic protective clothing. For the greatest protection from static discharges, clothing should include anti-static overalls, boots and gloves.

Other skin protection

Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.

> **United States** Page: 7/16

Date of issue 13 June 2020 Version 5

Product code 336198.01
Product name PSX ONE

Section 8. Exposure controls/personal protection

Respiratory protection: Respirator selection must be based on known or anticipated exposure levels, the

hazards of the product and the safe working limits of the selected respirator. If workers are exposed to concentrations above the exposure limit, they must use appropriate, certified respirators. Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary.

Section 9. Physical and chemical properties

Appearance

Physical state : Liquid.
Color : White.

Odor : Characteristic.

Odor threshold : Not available.

pH : Not available.

Melting point : Not available.

Boiling point : >37.78°C (>100°F)

Flash point : Closed cup: 18.89°C (66°F)

Auto-ignition temperature : Not available.

Decomposition temperature : Not available.

Flammability (solid, gas) : Not available.

Lower and upper explosive : Not available.

(flammable) limits

Evaporation rate: Not available.Vapor pressure: Not available.Vapor density: Not available.

Relative density : 1.31

Density (lbs / gal) : 10.93

Solubility : Insoluble in the following materials: cold water.

Partition coefficient: n-

octanol/water

: Not available.

Viscosity : Kinematic (40°C (104°F)): >0.21 cm²/s (>21 cSt)

Volatility : 22% (v/v), 14.809% (w/w)

% **Solid.** (w/w) : 85.191

Section 10. Stability and reactivity

Reactivity: No specific test data related to reactivity available for this product or its ingredients.

Chemical stability: The product is stable.

Possibility of hazardous

reactions

: Under normal conditions of storage and use, hazardous reactions will not occur.

Conditions to avoid : When exposed to high temperatures may produce hazardous decomposition products.

Refer to protective measures listed in sections 7 and 8.

United States Page: 8/16

Product name PSX ONE

Section 10. Stability and reactivity

Incompatible materials

: Keep away from the following materials to prevent strong exothermic reactions: oxidizing agents, strong alkalis, strong acids.

Hazardous decomposition products

: Decomposition products may include the following materials: carbon monoxide, carbon dioxide, smoke, oxides of nitrogen.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
titanium dioxide	LC50 Inhalation Dusts and mists	Rat	>6.82 mg/l	4 hours
	LD50 Dermal	Rabbit	>5000 mg/kg	-
	LD50 Oral	Rat	>5000 mg/kg	-
xylene	LD50 Dermal	Rabbit	1.7 g/kg	-
	LD50 Oral	Rat	4.3 g/kg	-
trimethoxy(methyl)silane	LC50 Inhalation Vapor	Rat	>42.1 mg/l	4 hours
	LD50 Dermal	Rabbit	>9500 mg/kg	-
	LD50 Oral	Rat	11685 mg/kg	-
[3-(2,3-epoxypropoxy)propyl]	LC50 Inhalation Dusts and mists	Rat	>5300 mg/m³	4 hours
trimethoxysilane				
	LD50 Dermal	Rabbit	4.3 g/kg	-
	LD50 Oral	Rat	7.01 g/kg	-
ethylbenzene	LC50 Inhalation Vapor	Rat	17.8 mg/l	4 hours
	LD50 Dermal	Rabbit	17.8 g/kg	-
	LD50 Oral	Rat	3.5 g/kg	-
trimethoxyvinylsilane	LC50 Inhalation Vapor	Rat	>16790 mg/m ³	4 hours
	LD50 Dermal	Rabbit	>3.4 g/kg	-
	LD50 Oral	Rat	>7.3 g/kg	-
Proprietary silane	LC50 Inhalation Dusts and mists	Rat	>7.35 mg/l	4 hours
	LD50 Dermal	Rabbit	4 g/kg	-
	LD50 Oral	Rat	1.57 g/kg	-
2-ethylaminoethanol	LD50 Dermal	Rabbit	0.36 g/kg	-
-	LD50 Oral	Rat	1 g/kg	-
α-[3-[3-(2H-benzotriazol-2-yl) derivatives	LC50 Inhalation Vapor	Rat	5800 mg/m³	4 hours
bis(1,2,2,6,6-pentamethyl- 4-piperidyl) sebacate	LD50 Oral	Rat	3.125 g/kg	-

Conclusion/Summary

: There are no data available on the mixture itself.

Irritation/Corrosion

Product/ingredient name	Result	Species	Score	Exposure	Observation
xylene	Skin - Moderate irritant	Rabbit	-	24 hours 500 mg	-
[3-(2,3-epoxypropoxy)propyl] trimethoxysilane	Eyes - Cornea opacity	Rabbit	11.8	1 minutes	24 hours

Conclusion/Summary

Skin: There are no data available on the mixture itself.

United States Page: 9/16

Product code 336198.01 Date of issue 13 June 2020 Version 5

Product name PSX ONE

Section 11. Toxicological information

: There are no data available on the mixture itself. **Eyes**

Respiratory : There are no data available on the mixture itself.

Sensitization

3	Route of exposure	Species	Result
trimethoxy(methyl)silane Proprietary silane		. 0	Sensitizing Sensitizing

Conclusion/Summary

Skin : There are no data available on the mixture itself. : There are no data available on the mixture itself. Respiratory

Mutagenicity

: There are no data available on the mixture itself. **Conclusion/Summary**

Carcinogenicity

Conclusion/Summary : There are no data available on the mixture itself.

Classification

Product/ingredient name	OSHA	IARC	NTP
titanium dioxide	-	2B	-
xylene	-	3	-
ethylbenzene	-	2B	-

Carcinogen Classification code:

IARC: 1, 2A, 2B, 3, 4

NTP: Known to be a human carcinogen; Reasonably anticipated to be a human carcinogen

OSHA: +

Not listed/not regulated: -

Reproductive toxicity

Conclusion/Summary : There are no data available on the mixture itself.

Teratogenicity

Conclusion/Summary : There are no data available on the mixture itself.

Specific target organ toxicity (single exposure)

Name		Route of exposure	Target organs
K ylene	Category 3	-	Respiratory tract irritation

Specific target organ toxicity (repeated exposure)

Name		Route of exposure	Target organs
e thylbenzene	Category 2	-	hearing organs

Target organs

: Contains material which causes damage to the following organs: brain, upper respiratory tract, skin.

Contains material which may cause damage to the following organs: kidneys, lungs, the nervous system, liver, bladder, gastrointestinal tract, central nervous system (CNS),

ears, eye, lens or cornea, thyroid.

United States Page: 10/16 Product code 336198.01 Date of issue 13 June 2020 Version 5

Product name PSX ONE

Section 11. Toxicological information

Aspiration hazard

Name	Result
xylene	ASPIRATION HAZARD - Category 1
ethylbenzene	ASPIRATION HAZARD - Category 1

Information on the likely routes of exposure

Potential acute health effects

Eye contact : Causes serious eye damage.

Inhalation : No known significant effects or critical hazards.

Skin contact: Causes skin irritation. Defatting to the skin. May cause an allergic skin reaction.

Ingestion : Corrosive to the digestive tract. Causes burns.

Over-exposure signs/symptoms

Eye contact: Adverse symptoms may include the following:

pain watering redness

Inhalation : No specific data.

Skin contact: Adverse symptoms may include the following:

pain or irritation redness dryness cracking

blistering may occur

Ingestion : Adverse symptoms may include the following:

stomach pains

Delayed and immediate effects and also chronic effects from short and long term exposure

Conclusion/Summary

: There are no data available on the mixture itself. Trimethoxysilanes are capable of forming methanol if hydrolyzed or ingested. If swallowed, methanol may be harmful or fatal or cause blindness. This product either contains formaldehyde or is capable of releasing formaldehyde above 0.5 ppm under certain conditions. Formaldehyde is a known cancer hazard, a skin sensitizer and a respiratory sensitizer. This product contains TiO2 which has been classified as a GHS Carcinogen Category 2 based on its IARC 2B classification. For many PPG products, TiO2 is utilized as a raw material in a liquid coating formulation. In this case, the TiO2 particles are bound in a matrix with no meaningful potential for human exposure to unbound particles of TiO2 when the product is applied with a brush or roller. Sanding the coating surface or mist from spray applications may be harmful depending on the duration and level of exposure and require the use of appropriate personal protective equipment and/or engineering controls (see Section 8). Exposure to component solvent vapor concentrations in excess of the stated occupational exposure limit may result in adverse health effects such as mucous membrane and respiratory system irritation and adverse effects on the kidneys, liver and central nervous system. Symptoms and signs include headache, dizziness, fatique, muscular weakness, drowsiness and, in extreme cases, loss of consciousness. Solvents may cause some of the above effects by absorption through the skin. There is some evidence that repeated exposure to organic solvent vapors in combination with constant loud noise can cause greater hearing loss than expected from exposure to noise alone. If splashed in the eyes, the liquid may cause irritation and reversible damage. Ingestion may cause nausea, diarrhea and vomiting. This takes into account, where known, delayed and immediate effects and also chronic effects of components from short-term and long-term exposure by oral, inhalation and

United States Page: 11/16

Product code 336198.01

Product name PSX ONE

Section 11. Toxicological information

dermal routes of exposure and eye contact.

Short term exposure

Potential immediate

effects

: There are no data available on the mixture itself.

Potential delayed effects

: There are no data available on the mixture itself.

Long term exposure

Potential immediate

: There are no data available on the mixture itself.

effects

: There are no data available on the mixture itself. Potential delayed effects

Potential chronic health effects

General : May cause damage to organs through prolonged or repeated exposure. Prolonged or

repeated contact can defat the skin and lead to irritation, cracking and/or dermatitis. Once sensitized, a severe allergic reaction may occur when subsequently exposed to

very low levels.

Carcinogenicity Suspected of causing cancer. Risk of cancer depends on duration and level of

exposure.

Mutagenicity : No known significant effects or critical hazards. **Teratogenicity** : No known significant effects or critical hazards. **Developmental effects** No known significant effects or critical hazards.

Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Product/ingredient name	Oral (mg/kg)	Dermal (mg/kg)	Inhalation (gases) (ppm)	Inhalation (vapors) (mg/l)	Inhalation (dusts and mists) (mg/ I)
PSX ONE	10113.6	5270.7	N/A	44.3	6.4
xylene	4300	1700	N/A	11	1.5
trimethoxy(methyl)silane	11685	N/A	N/A	N/A	N/A
[3-(2,3-epoxypropoxy)propyl]trimethoxysilane	7010	4300	N/A	N/A	N/A
ethylbenzene	3500	17800	N/A	17.8	1.5
trimethoxyvinylsilane	N/A	2500	N/A	11	1.5
Proprietary silane	1570	4000	N/A	N/A	N/A
2-ethylaminoethanol	1000	360	N/A	N/A	N/A
α-[3-[3-(2H-benzotriazol-2-yl) derivatives	N/A	N/A	N/A	5.8	N/A
bis(1,2,2,6,6-pentamethyl-4-piperidyl) sebacate	3125	N/A	N/A	N/A	N/A

Section 12. Ecological information

Toxicity

United States Page: 12/16 Product name PSX ONE

Section 12. Ecological information

Product/ingredient name	Result	Species	Exposure
manium dioxide trimethoxy(methyl)silane [3-(2,3-epoxypropoxy)propyl] trimethoxysilane	Acute LC50 >100 mg/l Fresh water Acute LC50 >110 mg/l Acute LC50 324 mg/l	Daphnia - Daphnia magna Fish Daphnia	48 hours 96 hours 48 hours
ethylbenzene Proprietary silane	Acute LC50 150 to 200 mg/l Fresh water Acute LC50 >934 mg/l	Fish Fish	96 hours 96 hours

Persistence and degradability

Product/ingredient name	Aquatic half-life	Photolysis	Biodegradability
xylene	-	-	Readily
ethylbenzene	-	-	Readily

Bioaccumulative potential

Product/ingredient name	LogPow	BCF	Potential
xylene	3.16	7.4 to 18.5	low
ethylbenzene	3.15	79.43	low
Proprietary silane	1.7	3.4	low

Mobility in soil

Soil/water partition coefficient (Koc)

: Not available.

Section 13. Disposal considerations

Disposal methods

: The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Care should be taken when handling emptied containers that have not been cleaned or rinsed out. Empty containers or liners may retain some product residues. Vapor from product residues may create a highly flammable or explosive atmosphere inside the container. Do not cut, weld or grind used containers unless they have been cleaned thoroughly internally. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers.

Disposal should be in accordance with applicable regional, national and local laws and regulations.

Refer to Section 7: HANDLING AND STORAGE and Section 8: EXPOSURE CONTROLS/PERSONAL PROTECTION for additional handling information and protection of employees. Section 6. Accidental release measures

United States Page: 13/16

Product code 336198.01 Date of issue 13 June 2020 Version 5

Product name PSX ONE

14. Transport information

	DOT	IMDG	IATA
UN number	UN1263	UN1263	UN1263
UN proper shipping name	PAINT	PAINT	PAINT
Transport hazard class (es)	3	3	3
Packing group	II	II	II
Environmental hazards	No.	No.	No.
Marine pollutant substances	Not applicable.	Not applicable.	Not applicable.
Product RQ (lbs)	1279.9	Not applicable.	Not applicable.
RQ substances	(xylene, ethylbenzene)	Not applicable.	Not applicable.

Additional information

DOT : Package sizes shipped in quantities less than the product reportable quantity are not subject to the

RQ (reportable quantity) transportation requirements.

IMDG : None identified.IATA : None identified.

Special precautions for user : Transport within user's premises: always transport in closed containers that are

upright and secure. Ensure that persons transporting the product know what to do in

the event of an accident or spillage.

Transport in bulk according : Not applicable.

to IMO instruments

Section 15. Regulatory information

United States

United States inventory (TSCA 8b): All components are active or exempted.

SARA 302/304

SARA 304 RQ : Not applicable.

Composition/information on ingredients

No products were found.

SARA 311/312

Classification : FLAMMABLE LIQUIDS - Category 2

SKIN IRRITATION - Category 2 SERIOUS EYE DAMAGE - Category 1 SKIN SENSITIZATION - Category 1 CARCINOGENICITY - Category 2

SPECIFIC TARGET ORGAN TOXICITY (REPEATED EXPOSURE) - Category 2

HNOC - Defatting irritant

HNOC - Corrosive to digestive tract

United States Page: 14/16

Section 15. Regulatory information

Composition/information on ingredients

Name	%	Classification
titanium dioxide	≥20 - ≤50	CARCINOGENICITY - Category 2
xylene	≥5.0 - ≤8.2	FLAMMABLE LIQUIDS - Category 3
		ACUTE TOXICITY (dermal) - Category 4
		ACUTE TOXICITY (inhalation) - Category 4
		SKIN IRRITATION - Category 2
		EYE IRRITATION - Category 2A
		SPECIFIC TARGET ORĞAN TOXICITY (SINGLE EXPOSURE)
		(Respiratory tract irritation) - Category 3
		ASPIRATION HAZARD - Category 1
trimethoxy(methyl)silane	≥1.0 - ≤5.0	FLAMMABLE LIQUIDS - Category 2
		SKIN SENSITIZATION - Category 1B
[3-(2,3-epoxypropoxy)propyl] trimethoxysilane	≥1.0 - ≤3.6	SERIOUS EYE DAMAGE - Category 1
ethylbenzene	≥1.0 - ≤4.0	FLAMMABLE LIQUIDS - Category 2
		ACUTE TOXICITY (inhalation) - Category 4
		CARCINOGENICITY - Category 2
		SPECIFIC TARGET ORGAN TOXICITY (REPEATED
		EXPOSURE) - Category 2
		ASPIRATION HAZARD - Category 1
		HNOC - Defatting irritant
trimethoxyvinylsilane	≥0.10 - ≤2.2	FLAMMABLE LIQUIDS - Category 2
		ACUTE TOXICITY (inhalation) - Category 4
		EYE IRRITATION - Category 2A
Proprietary silane	Proprietary	FLAMMABLE LIQUIDS - Category 4
		ACUTE TOXICITY (oral) - Category 4
		SKIN CORROSION - Category 1B
		SERIOUS EYE DAMAGE - Category 1
		SKIN SENSITIZATION - Category 1B
		HNOC - Corrosive to digestive tract
triethoxyoctylsilane	≥1.0 - ≤5.0	SKIN IRRITATION - Category 2
2-ethylaminoethanol	≤1.5	ACUTE TOXICITY (oral) - Category 4
		ACUTE TOXICITY (dermal) - Category 3
		SKIN CORROSION - Category 1
		SERIOUS EYE DAMAGE - Category 1
α-[3-[3-(2H-benzotriazol-2-yl)	≥0.10 - ≤2.4	ACUTE TOXICITY (inhalation) - Category 3
derivatives		SKIN SENSITIZATION - Category 1B
bis(1,2,2,6,6-pentamethyl- 4-piperidyl) sebacate	≥0.10 - ≤2.1	SKIN SENSITIZATION - Category 1B

SARA 313

Supplier notificationChemical nameCAS numberConcentrationsupplier notification: xylene1330-20-75 - 10ethylbenzene100-41-41 - 5

SARA 313 notifications must not be detached from the SDS and any copying and redistribution of the SDS shall include copying and redistribution of the notice attached to copies of the SDS subsequently redistributed.

Additional environmental information is contained on the Environmental Data Sheet for this product, which can be obtained from your PPG representative.

United States Page: 15/16

Product code 336198.01 Date of issue 13 June 2020 Version 5

Product name PSX ONE

Section 15. Regulatory information

California Prop. 65

★ WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov.

Section 16. Other information

Hazardous Material Information System (U.S.A.)

Flammability: 3 Physical hazards: Health: 3

(*) - Chronic effects

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings and the associated label are not required on MSDSs or products leaving a facility under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered trademark and service mark of the American Coatings Association, Inc.

The customer is responsible for determining the PPE code for this material. For more information on HMIS® Personal Protective Equipment (PPE) codes, consult the HMIS® Implementation Manual.

National Fire Protection Association (U.S.A.)

Health: Flammability: 3 3 Instability: 1

Date of previous issue : 2/19/2020 : EHS

Organization that prepared

the MSDS

Key to abbreviations : ATE = Acute Toxicity Estimate

BCF = Bioconcentration Factor

GHS = Globally Harmonized System of Classification and Labelling of Chemicals

IATA = International Air Transport Association

IBC = Intermediate Bulk Container

IMDG = International Maritime Dangerous Goods

LogPow = logarithm of the octanol/water partition coefficient

MARPOL = International Convention for the Prevention of Pollution From Ships, 1973

as modified by the Protocol of 1978. ("Marpol" = marine pollution)

N/A = Not available

SGG = Segregation Group

UN = United Nations

Indicates information that has changed from previously issued version.

Disclaimer

The information contained in this data sheet is based on present scientific and technical knowledge. The purpose of this information is to draw attention to the health and safety aspects concerning the products supplied by PPG, and to recommend precautionary measures for the storage and handling of the products. No warranty or quarantee is given in respect of the properties of the products. No liability can be accepted for any failure to observe the precautionary measures described in this data sheet or for any misuse of the products.

> **United States** Page: 16/16



OVS Ped Bridge Color Verification Dot Cards

COLOR VERIFICATION DOT CARD



Customer Name: LeoSau Berk Date: Job#/Name: 9991 - AUBURN WA (253)804-4350 Product: PXONET3/01 Original Color Sample Invoice: 999103030921041316 03/09/202 Employee: 262923 Color Name: Vertigo Green Color #: 999102000000384 Version: 0 Customer: LEO SAUL BERK BPX-1 GPX-9 NYX-20 WTX-12Y+43 YBX-2Y+23 Area: Color Name/Number: Product Number: ___ Batch Code: 9991 - AUBURN WA (253)804-4350 Original Color Sample Product: PXONET5/01 Invoice: 999103030921041316 03/09/202 Employee: 262923 Color Name: Funky Frog 12 Color#: PPG1221-7 Version: 0 Customer: LEO SAUL BERK BLX-4 GPX-1Y+36 NYX-1Y+22 WTX-3Y+8 YBX-2Y+36 Color Name/Number: _____ Area: ____ Product Number: 9991 - AUBURN WA Original Color Sample (253)804-4350 Product: PXONET3/01 Invoice: 999103030921041316 03/09/202 10:30 AM Employee: 262923 Color Name: Pine Forest Color #: 999102000000373 Version: 0 Customer: LEO SAUL BERK BLX-2Y+39 GPX-6Y+40+1/2

USE ONE SIDE ONLY

06/18

Product Number: ___

Color Name/Number: _____

Batch Code: _____

NYX-4Y+30 WTX-1Y+12

YBX-9

COLOR VERIFICATION DOT CARD



Customer Name:					ти.		Fc
Job#/Name:				Р	1#:		9991 - AUBURN WA (253)804-4350
Original Color Sample	1	2	3	4	5	6	Product: PXONET2/01 Invoice: 999103030921041316 03/09/202 Employee: 262923 10:30 AM Color Name: Honeydew Melon
	7	8	9	10	11	12	Color #: Final Version Version: 0 Customer: LEO SAUL BERK BGX-1+1/2
1	13	14	15	16	17	18	GPX-1/2 NYX-4 YBX-5
Color Name/Number:					Area:		1
Product Number:				E	Batch Code:		_
							Ī.
	-	-	-1-	1.			9991 - AUBURN WA
Original Color Sample	T	2	3	4	5	6	(253)804-4350
							Product: PXONET3/01 Invoice: 999103030921041316 03/09/202
	7	8	9	. 10	11	12	Employee: 262923 10:30 AM Color Name: Antique Green Color #: PPG1223-7
	13	14	15	16.	17	18	Version: 0 Customer: LEO SAUL BERK BLX-32 GPX-1Y+16
							OOX-8
olor Name/Number:				/	Area:		WTX-20 YBX-4Y+20
Product Number:					Batch Code:		
							F
Original Color Sample	1	2	3	4	5	6	9991 - AUBURN WA (253)804-4350 Product: PXONET3/01
	7	8	9	10	11	12	Invoice: 999103030921041316 03/09/2
							Employee: 262923 10:30 / Color Name: ST Blue #5 Color #: AUB19-121 Version: 0
	13	14	15	16	17	18	Customer: LEO SAUL BERK
							BLN-37+1/2 BPN-4Y+16
				-			RQX-1Y+10
color Name/Number					Area:		WTX-6

Batch Code:

USE ONE SIDE ONLY

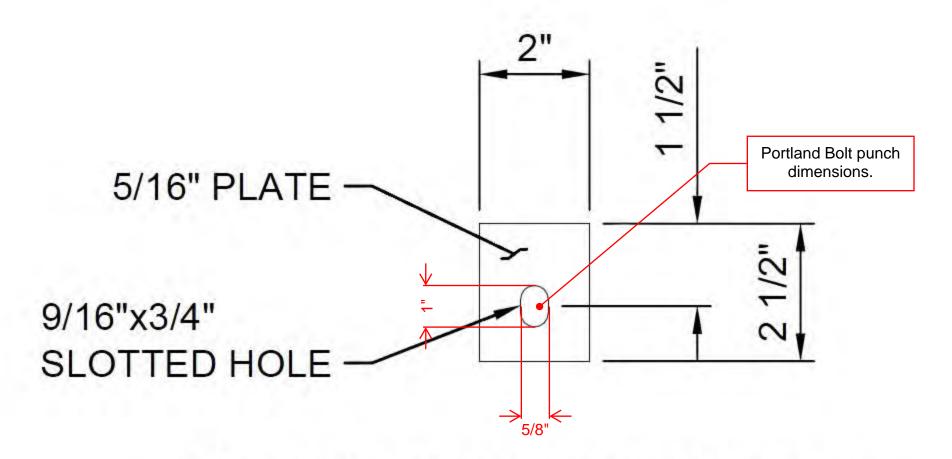
Product Number: ___

Employee Signature:_____ Customer Initials:_____

WTX-6 YOX-1Y+9+1/2



OVS Ped Bridge Custom Plate Washer



WASHER PLATE DETAIL

SCALE: 3" = 1'-0"

ARTIST AGREEMENT ASSIGNMENT

THIS ASSIGNMENT is entered into by and between the CITY OF REDMOND, a Washington optional municipal code city (the "City") and the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority organized under the laws of the State of Washington ("Sound Transit"), collectively "Parties" and individually "Party."

Recitals

- A. Sound Transit is constructing the East Link light rail project to extend light rail service between downtown Seattle and the Overlake area of Redmond. The East Link project includes a light rail station at Overlake Village, a public transit facility owned by Sound Transit.
- B. The City funded construction of Overlake Village Pedestrian-Bicycle Bridge ("Pedestrian Bridge") at the Overlake Station, as described in the Agreement between the Parties for the Funding, Design and Construction of the Overlake Village Pedestrian-Bicycle Bridge and Overlake Village Station Infiltration Vault executed on September 11, 2014. As required by the funding agreement, the City will own and maintain the Pedestrian Bridge in accordance with a separate operation and maintenance agreement.
- C. As part of the project, Sound Transit and the City collaborated to have artwork installed as part of the Pedestrian Bridge. Sound Transit entered into an artist agreement with Leo Saul Berk for the installation, maintenance, and intellectual property rights associated with the artwork ("Artist Agreement").
- D. As part of the transfer of the Pedestrian Bridge from Sound Transit to the City, the Parties wish to assign the outstanding contractual rights and obligations under the Artist Agreement to the City to facilitate long term ownership and maintenance of the artwork by the City.

Now, for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. **Assignment.** Sound Transit assigns all its rights, responsibilities, benefits, and property interests associated with the ownership, maintenance, and use of the artwork contained in the Artist Agreement, attached and incorporated hereto as Exhibit A, to the City. Sound Transit's assignment includes the rights described Section J.3 of the Artist Agreement, and the City and Sound Transit will have mutual, co-extensive, and non-exclusive rights to electronically scan, duplicate, or download images of the artwork, and to make photographs, drawings, and other two-dimensional reproductions of the artwork without consent of the Artist for any noncommercial use for the sole use and benefit of the public, including, but not limited to, education, public relations, advertising, brochures, and similar material.

- 2. **Retention of Certain Rights and Obligations.** Sound Transit retains the right to electronically scan, duplicate, or download images of the artwork and fabrication of the artwork, and to make photographs, drawings, and other two-dimensional reproductions of the artwork without consent of the Artist for any noncommercial use for the sole use and benefit of the public, including, but not limited to, education, public relations, advertising, brochures, and similar material, as described in Section J.3 of the Artist Agreement. Sound Transit also retains all the rights and obligations associated with performance of the Artist Agreement that accrued prior to the effective date of this Assignment and retains the right to use written materials describing the artwork provided by the artist to Sound Transit prior to this Assignment.
- 3. **Entire Agreement.** This agreement constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This agreement may only be amended in writing, executed by duly authorized representatives of the parties hereto.
- 4. **Effective Date.** This Agreement shall be effective when fully executed by both parties.
- 5. **Governing Law and Venue.** This Agreement will be interpreted, construed and enforced in accordance with the laws of the State of Washington. Venue for any action under this Agreement will be King County, Washington.

CENTRAL PUGET SOUND REGIONAL THE CITY OF REDMOND TRANSIT AUTHORITY (SOUND TRANSIT)

By:	By:
Name, Title	Name Title
Date:	Date:
Authorized by Motion No	Authorized by City Council
Approved as to form:	Motion on
	Approved as to form:
By:	
Mattelyn Tharpe, Legal Counsel	By:
	James E. Haney, City Attorney

Exhibit A – Artist Agreement

TO: Members of the City Council **FROM:** Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
Public Works	Phil Williams	425-556-2880

DEPARTMENT STAFF:

Planning and Community	Peter Dane	Acting Transportation Planning
Development		and Engineering Manager

TITLE:

Approve the Second Amendment to the Transit Way Agreement

OVERVIEW STATEMENT:

This is one of the two items introduced in the Overlake Village Light Rail Station Agreements memorandum. The second amendment to the Transit Way Agreement adds the right of way adjacent to the Overlake Village light rail station, DaVinci Avenue, enabling Sound Transit to complete construction, as well as operate and maintain station elements in right of way.

REQUESTED ACTION:

□ Receive Information	☐ Provide Direction	☐ Approve
-----------------------	---------------------	-----------

REQUEST RATIONALE:

• Relevant Plans/Policies:

Transportation Master Plan

• Required:

None

• Council Request:

N/A

• Other Key Facts:

Detailed review of the Overlake Village light rail station site determined an amendment to the Transit Way Agreement is necessary to allow Sound Transit to implement, operate, and maintain infrastructure, such as security cameras and signs, that overlaps the property boundary between the Overlake Village Station and the DaVinci Avenue right of way.

OUTCOMES:

Council approval of the second amendment to the Transit Way Agreement allows Sound Transit to open and operate the portion of the Overlake Village light rail station elements adjacent to, and within, the DaVinci Avenue right of way.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

• Timeline (previous or planned):

2018 - Present

Outreach Methods and Results:

Staff from each public works functional area and transportation maintenance and engineering were involved in reviewing the Overlake Village Station Operations and Maintenance Agreement. The Transit Way Agreement enables components of the Operations and Maintenance Agreement to be implemented and therefore relied on the Overlake Village Station Operations and Maintenance Agreement process for staff outreach.

Feedback Summary:

City staff would prefer not to utilize the Sound Transit track access process which adds Sound Transit permitting requirements for City maintenance of City assets on Sound Transit property. However, staff recognize the requirements are placed on Sound Transit by federal railroad rules and that the City assets, such as the Overlake Village Pedestrian Bicycle Bridge, are important and worth maintaining even with the additional requirements.

BUDGET IMPACT:

·				
Total Cost: There is no cost to the City. This amendment maintain elements of the Station.	provides Sound T	ransit with rights	s to construct, operate, an	d
Approved in current biennial budget:	☐ Yes	□ No	⊠ N/A	
Budget Offer Number: 000240 Light Rail offer supports the staffing i	resources to deve	elop agreements		
Budget Priority : Vibrant and Connected				
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	□ Yes	□ No	⊠ N/A	
Funding source(s): None				
Budget/Funding Constraints: N/A, authorizes Sound Transit to construct, o	pperate, and maii	ntain elements o	f the Station.	
☐ Additional budget details attached				

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/16/2019	Business Meeting	Approve
5/19/2020	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/5/2022	Committee of the Whole - Planning and Public Works	Receive Information
4/19/2022	Business Meeting	Approve

Time Constraints:

The Overlake Village Station civil construction is anticipated to be completed in 2022.

ANTICIPATED RESULT IF NOT APPROVED:

A portion of the Overlake Village light rail station will not be opened to the public.

ATTACHMENTS:

Exhibit A: Second Amendment to Transit Way Agreement Between the City of Redmond and the Central

Puget Sound Regional Transit Authority

Exhibit B: Light Rail Alignment and Station Locations

Exhibit C: Redmond Link Light Rail Project Plan and Profile Drawings

SECOND AMENDMENT TO TRANSIT WAY AGREEMENT BETWEEN THE CITY OF REDMOND AND THE CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY

GA 0212-18

This Second Amendment is made by and between the City of Redmond, a Washington municipal corporation ("Redmond" or the "City"), and the Central Puget Sound Regional Transit Authority ("Sound Transit"), to the Transit Way Agreement executed between the parties on September 27, 2019 (the "Agreement").

RECITALS

WHEREAS, the City and Sound Transit entered into the Agreement to construct, operate, and maintain the Downtown Redmond Link Extension Project pursuant to the authority granted in Sound Transit Motion No. M2019-72 and as authorized by City Council Motion on July 16, 2019; and

WHEREAS, the Parties desire to amend the Agreement to add a portion of public Right-of-Way located adjacent to the Overlake Village Station (Da Vinci Ave NE) that is needed for the construction, operation, and maintenance of Sound Transit's Link light rail system.

NOW, THEREFORE in consideration of the mutual covenants contained herein, the City and Sound Transit do hereby agree to amend the Agreement as described below.

- **1.0** Exhibits A, B, and C are each replaced in their entirety with the following revised exhibits, which are attached:
 - Exhibit A General Description of Light Rail Alignment and Station Locations
 - Exhibit B Light Rail Alignment and Station Locations (Maps 1-20)
 - Exhibit C Light Rail Project Plans and Profile Drawings
- **2.0** Unless expressly revised by this Second Amendment, all other terms and conditions of the Agreement shall remain in effect and unchanged by this Second Amendment.

IN WITNESS WHEREOF, each of the parties hereto have executed this Second Amendment to the Transit Way Agreement by having its authorized representative affix her or his name in the appropriate space below.

[Signatures on following page.]

CENTRAL PUGET SOUND REGIONAL CITY OF REDMOND TRANSIT AUTHORITY (SOUND TRANSIT) By: _____ By:_____ Ron Lewis, Executive Director Angela Birney, Mayor Design, Engineering and Construction Management Date: _____ Date: Authorized by Motion No. M2019-72 Authorized by City Council Motion on ______, 2022 Approved as to form: Approved as to form: By: ______ By: _____ By: _____ Legal James E. Haney, City Attorney Counsel

Exhibit A:

General Description of Light Rail Alignment and Station Locations

Route: 3.4 miles of light rail from Redmond Technology Station at NE 40th Street, retained cut/fill, elevated and at-grade along SR520 right-of-way, SE Redmond Station at NE 70th Street, elevated Downtown Redmond Station, and portions of Da Vinci Avenue NE and 152nd Avenue NE adjacent to Overlake Village Station.

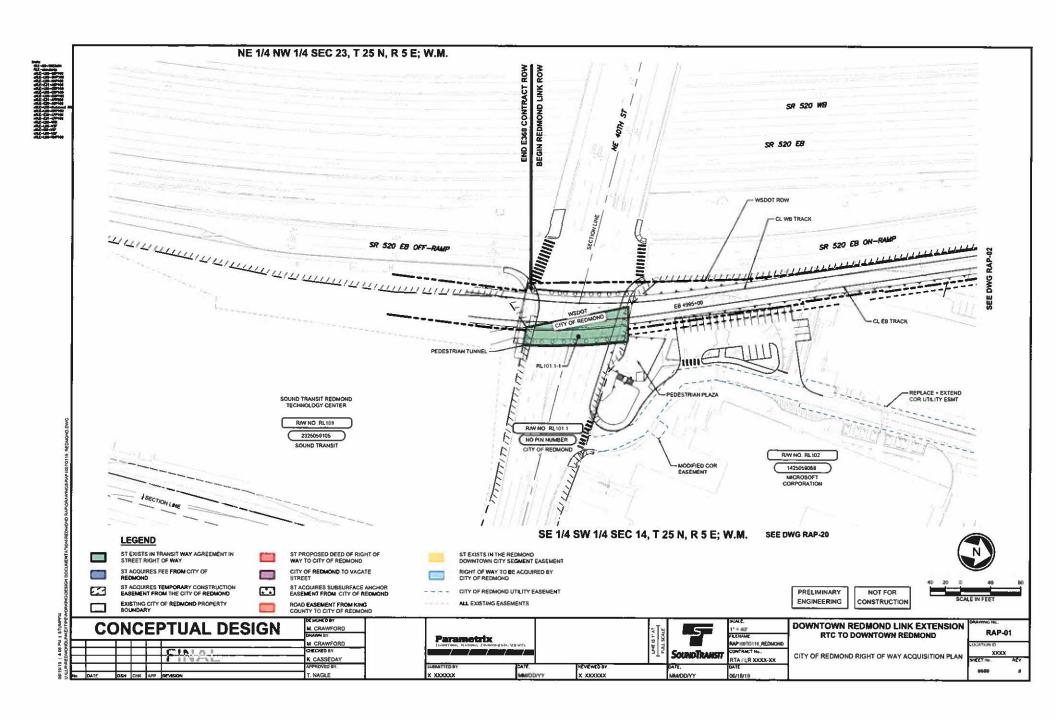
Stations:

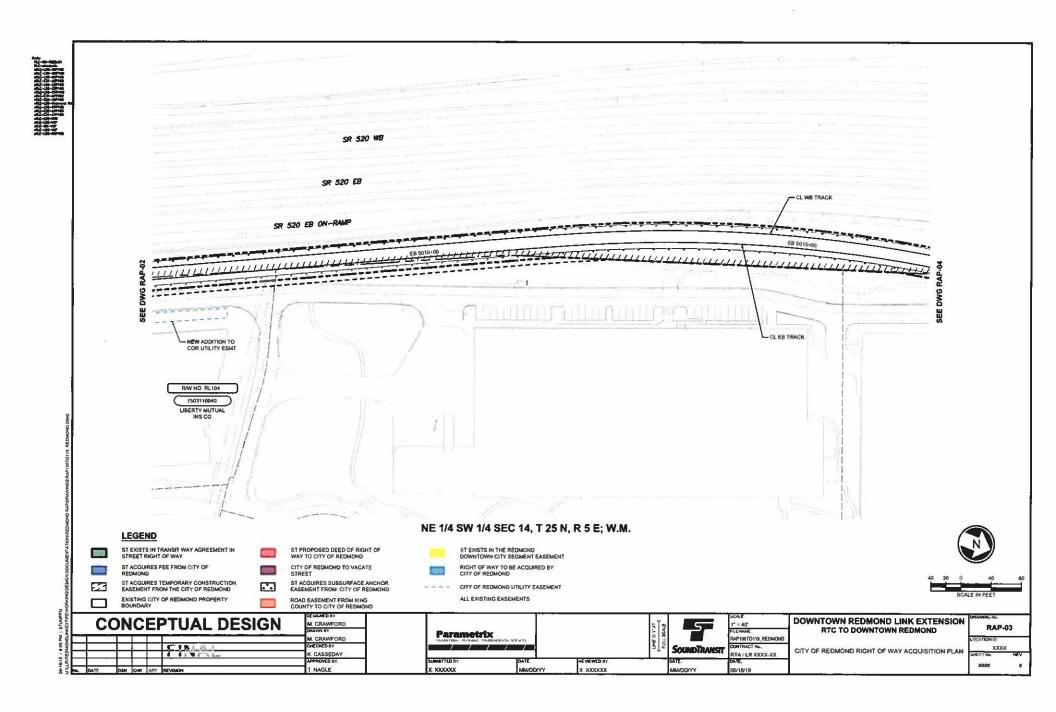
Overlake Village Station – South side of SR 520 between the future NE Shen Street and 152nd Avenue NE, at grade

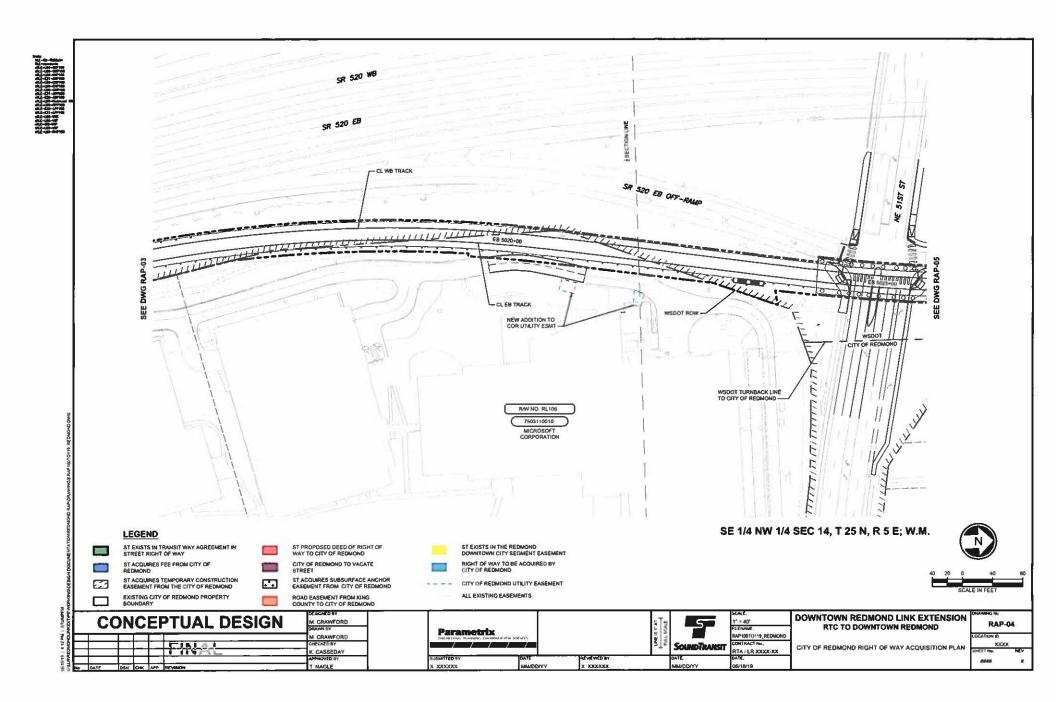
SE Redmond Station – South side of the SR 520/Redmond Way Interchange, at grade

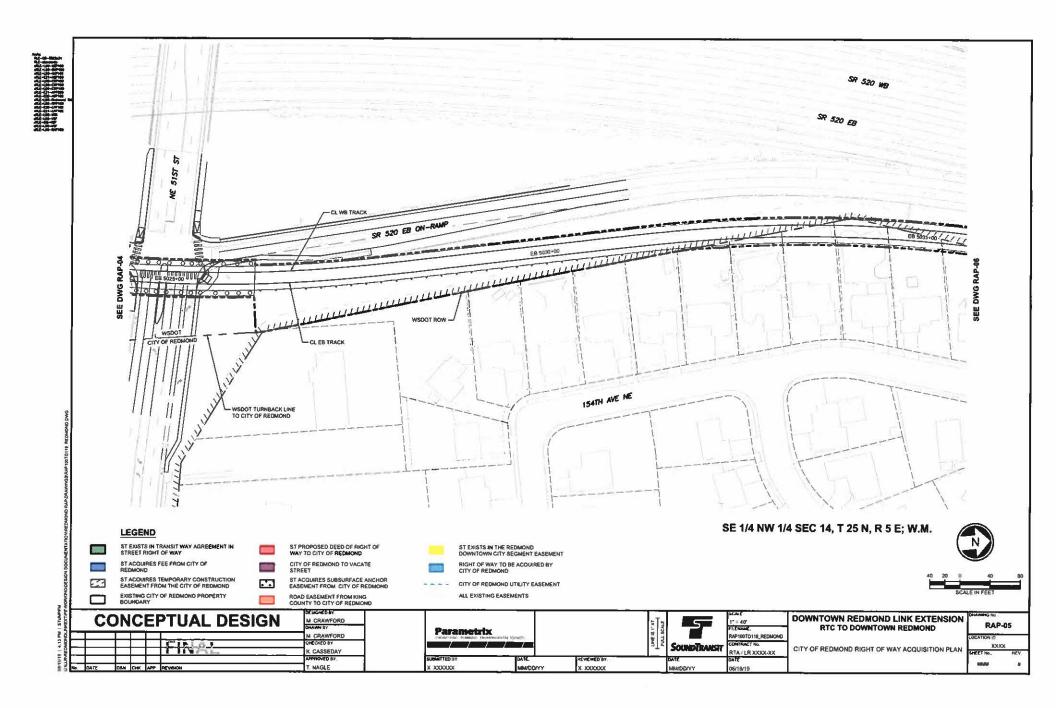
Downtown Redmond – Redmond Central Connector Trail and 166th Avenue NE, elevated

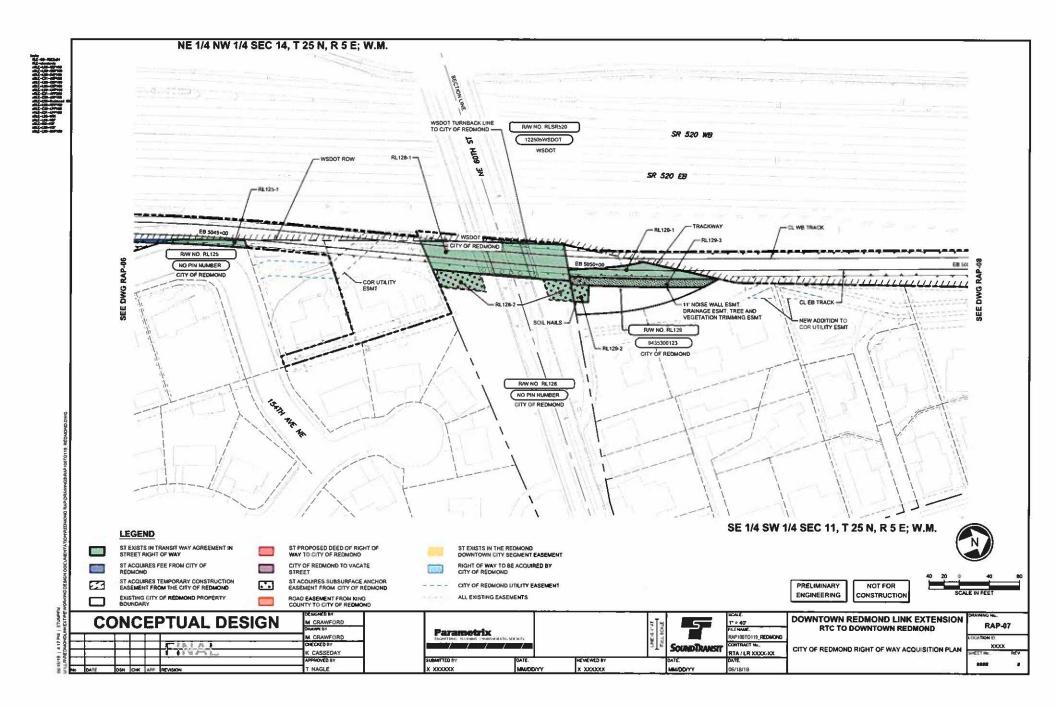
Exhibit B

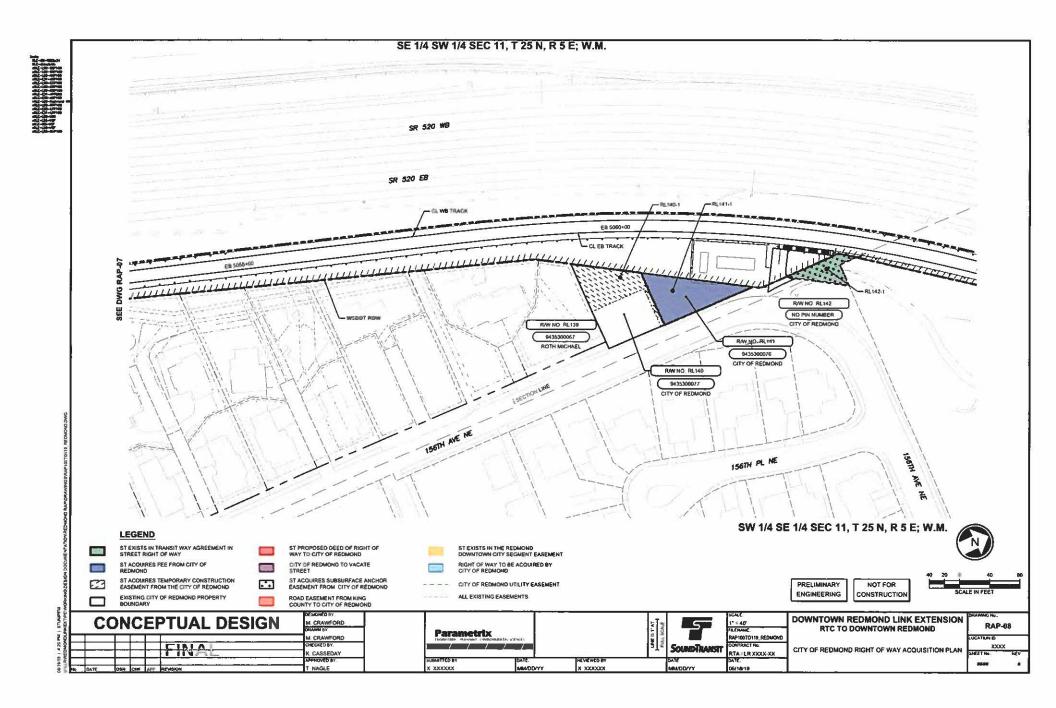


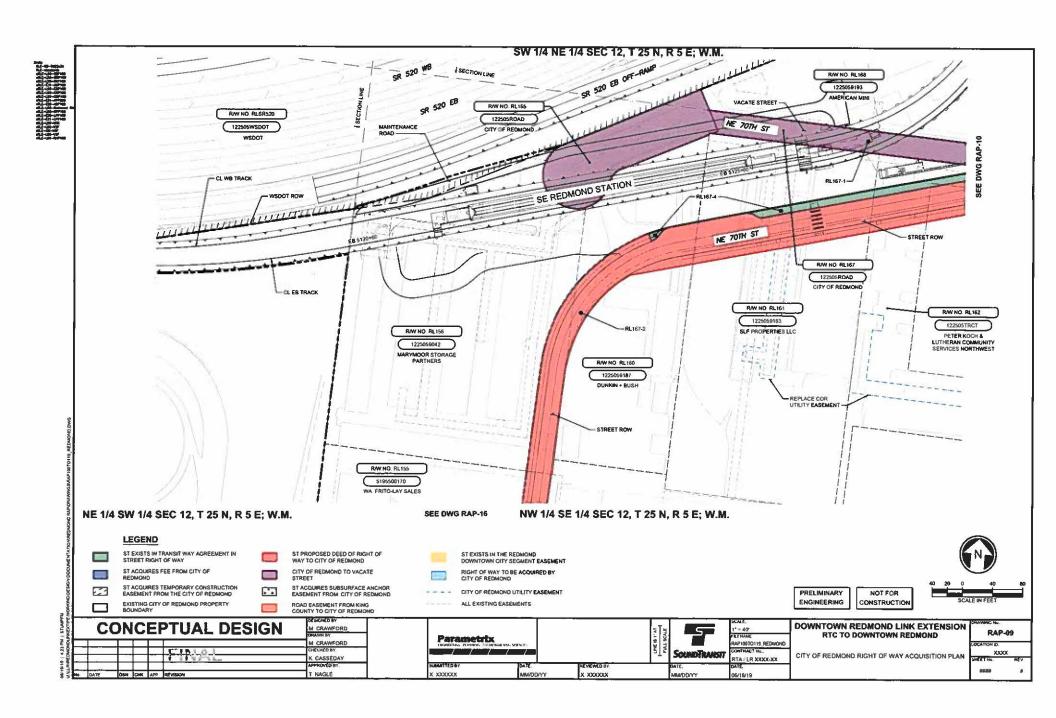


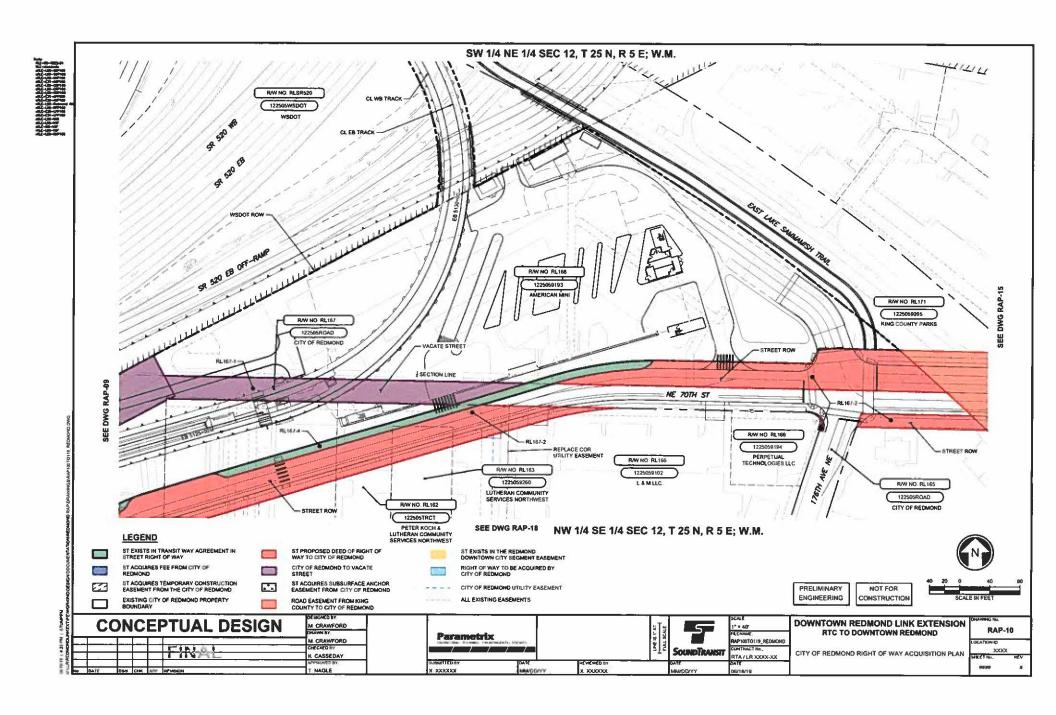


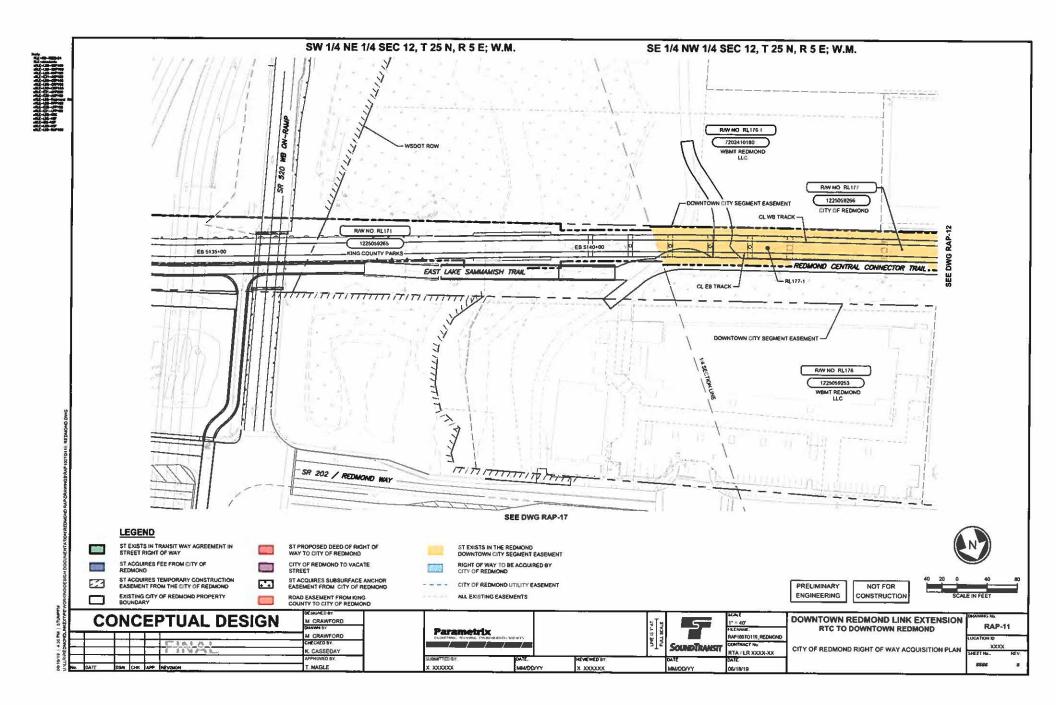


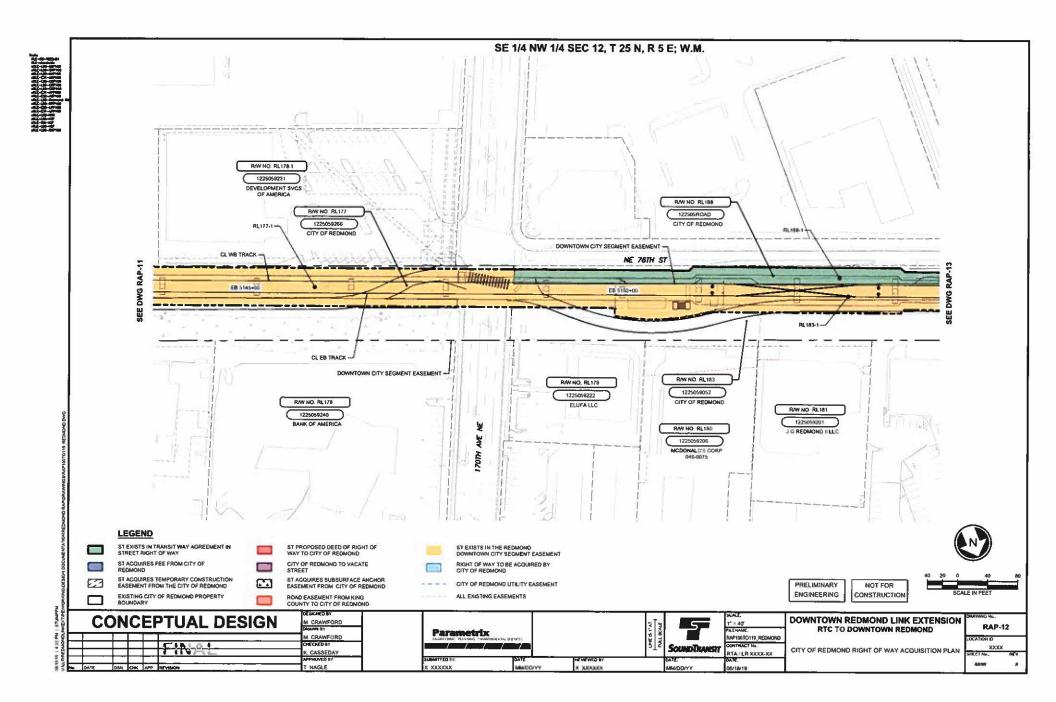


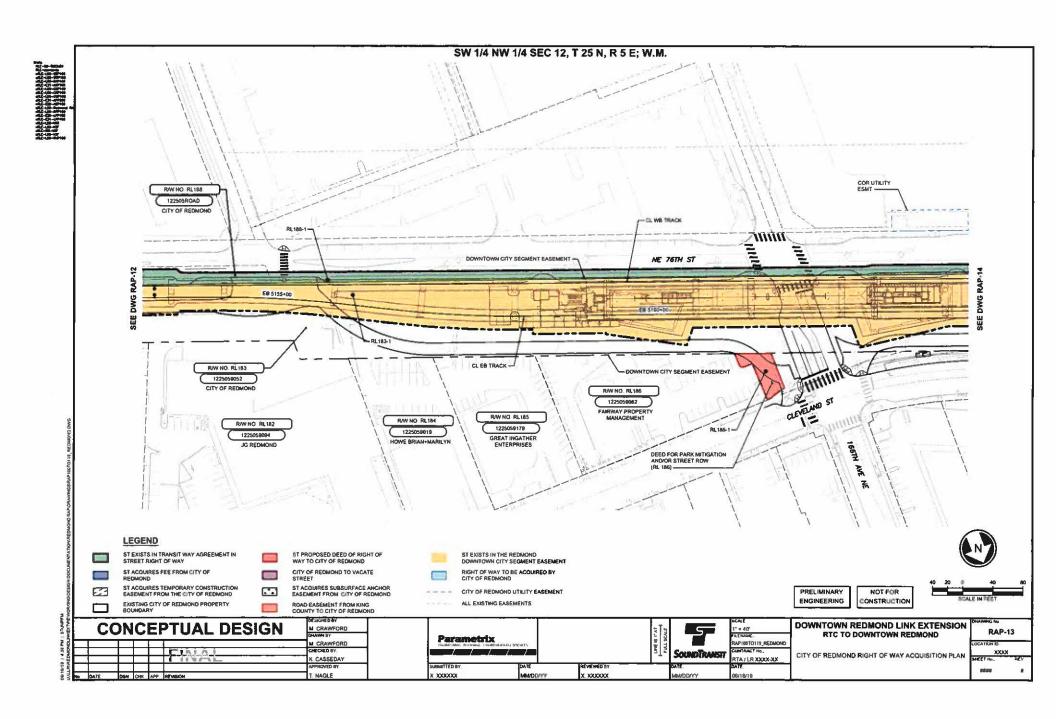


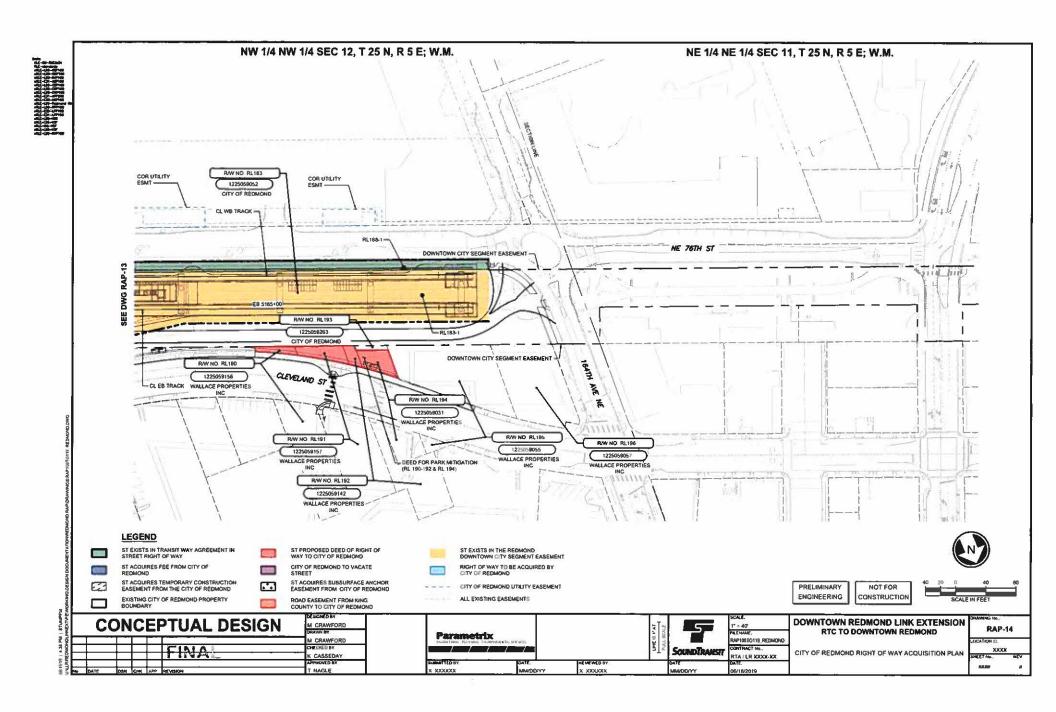


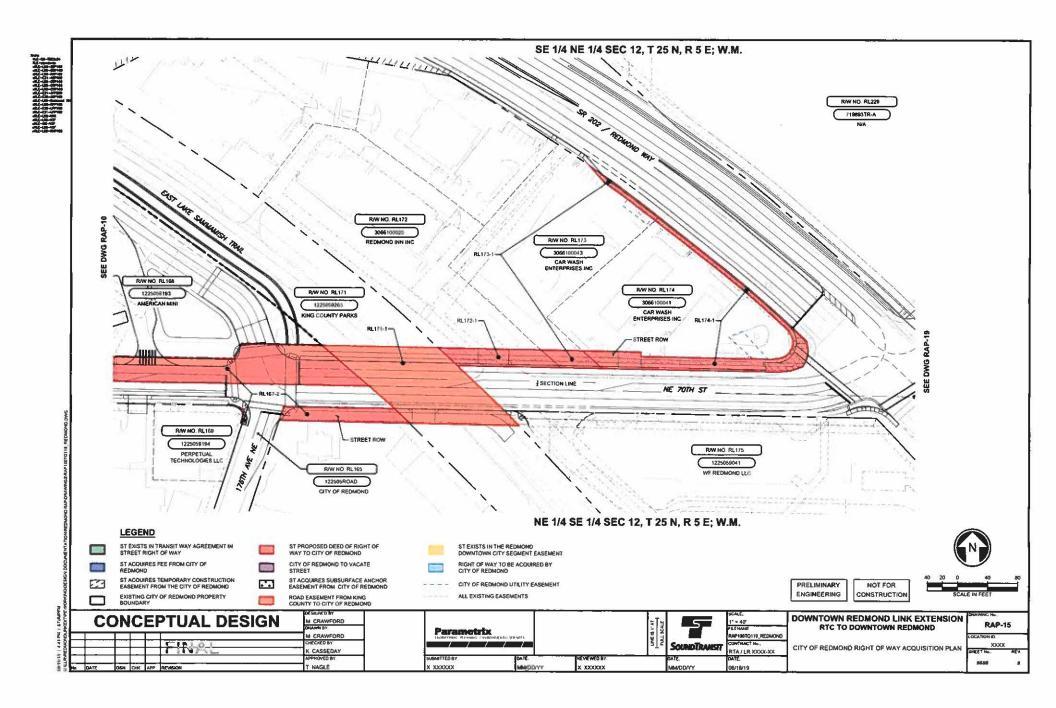


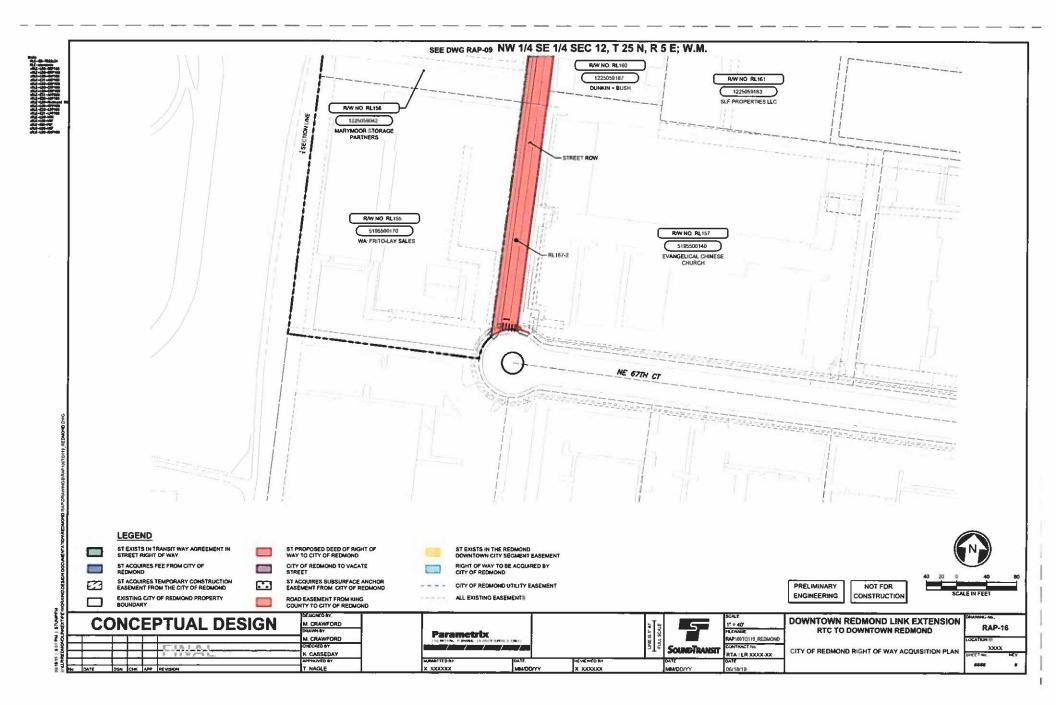


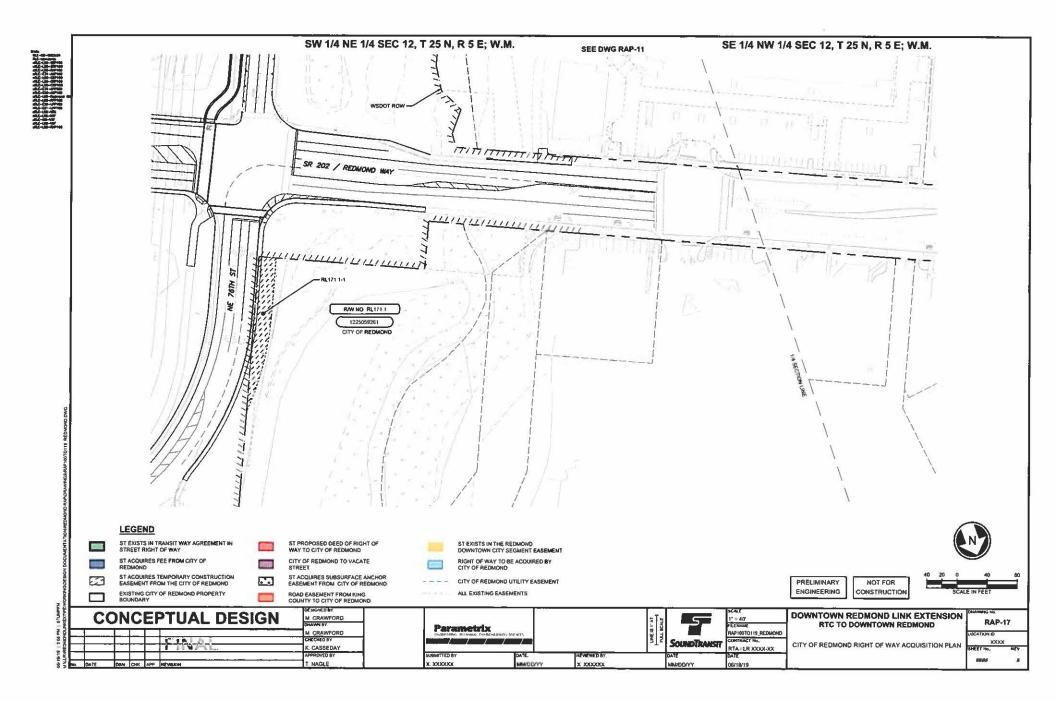


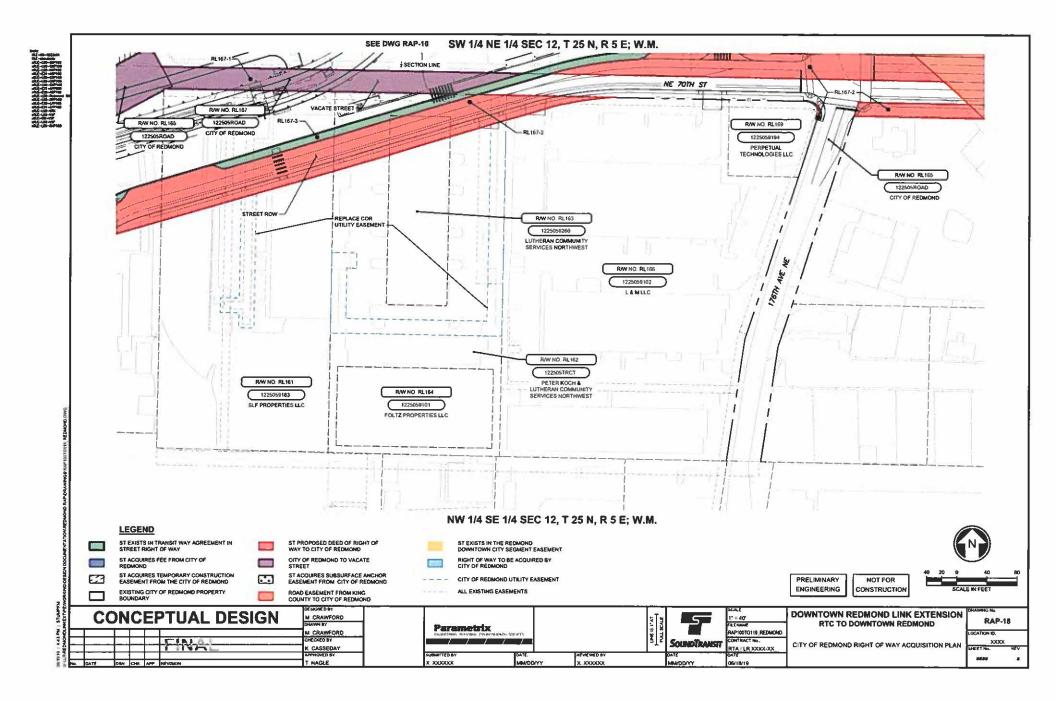


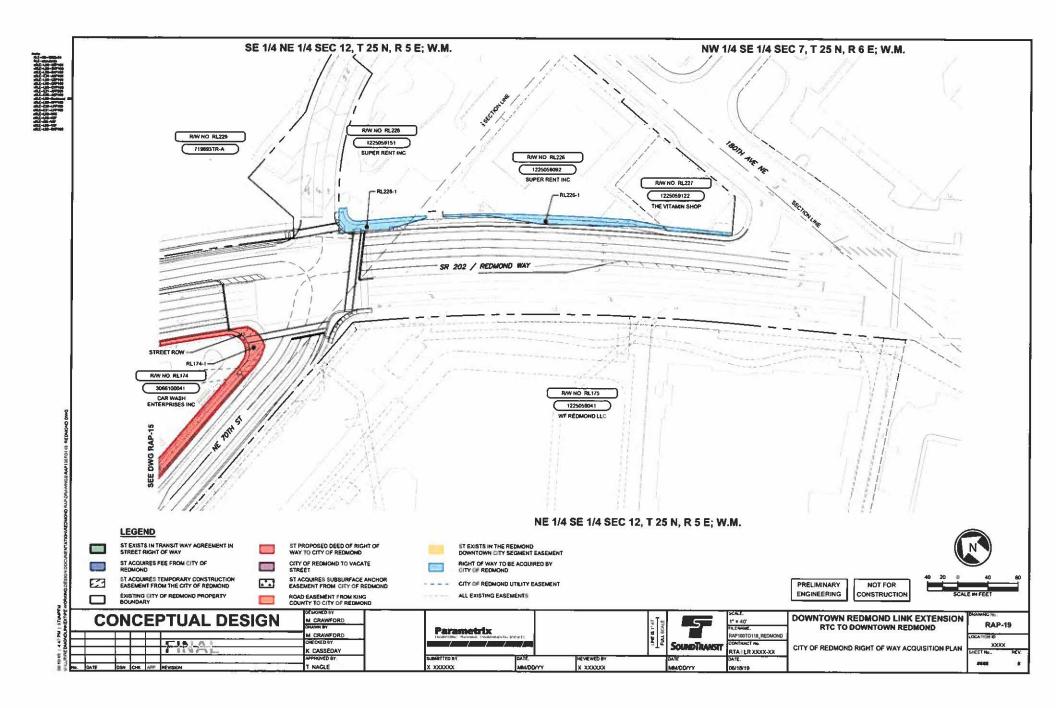












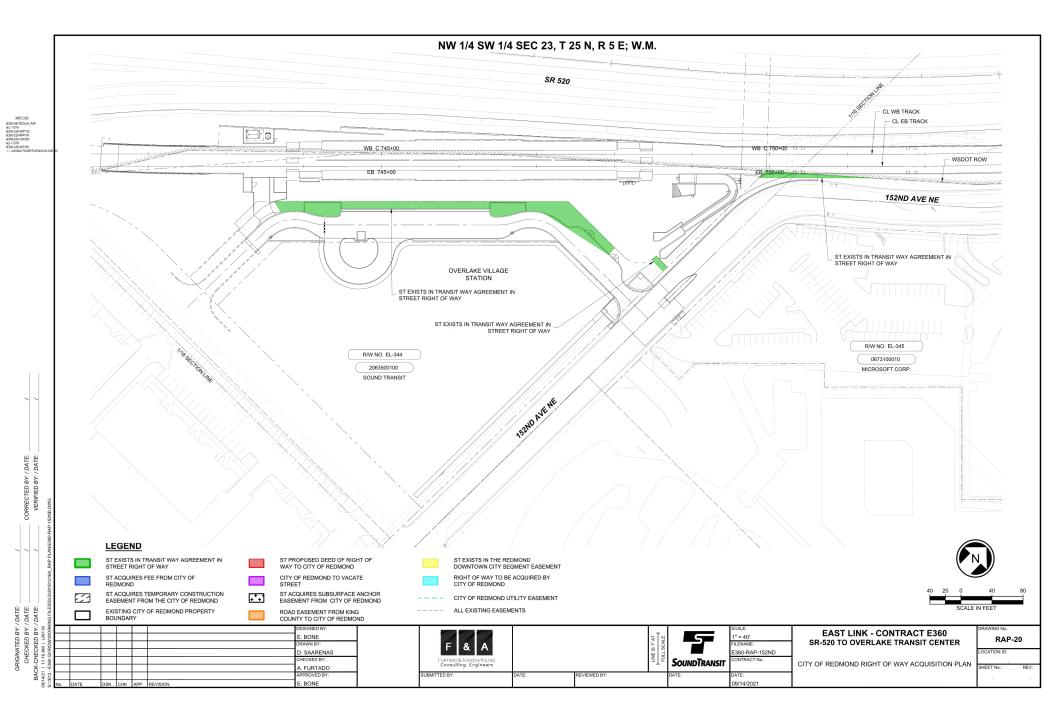
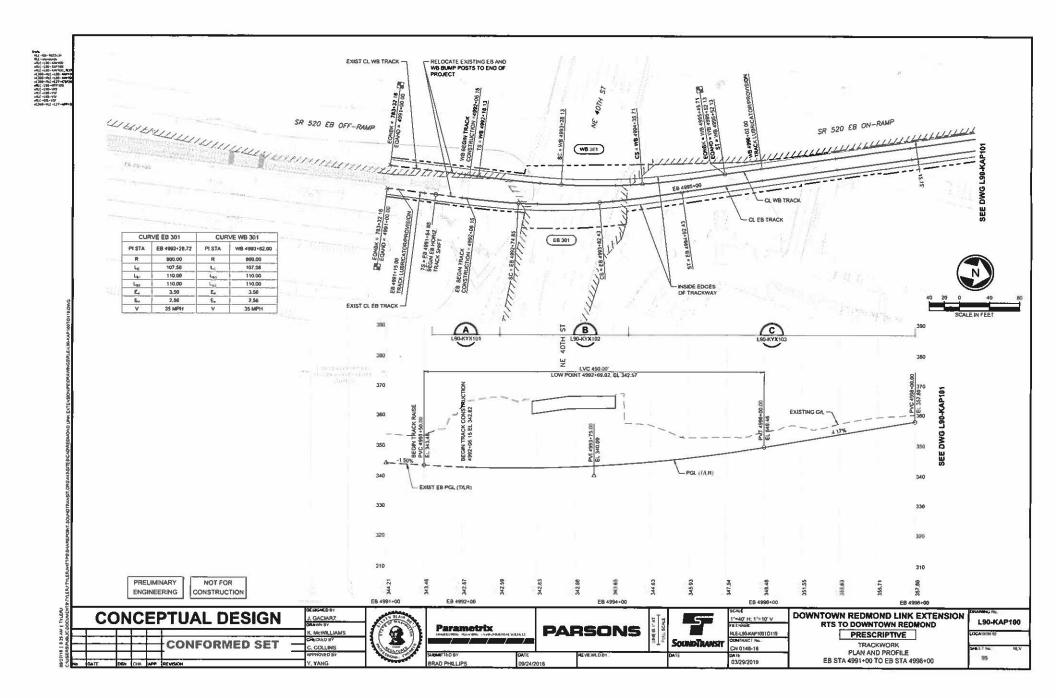
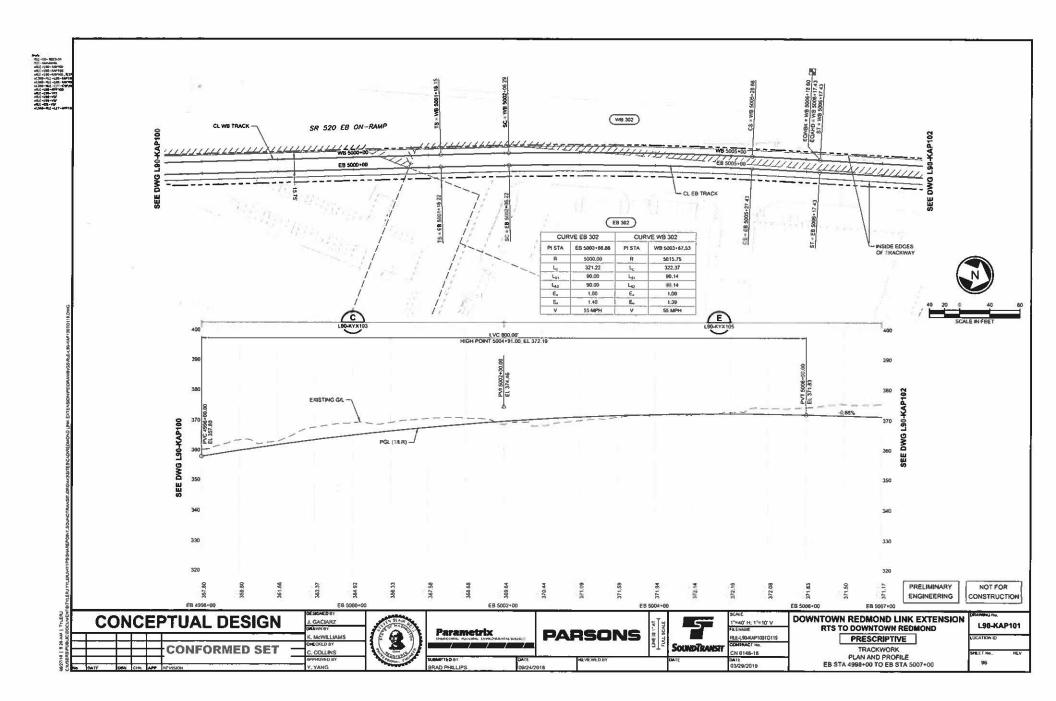


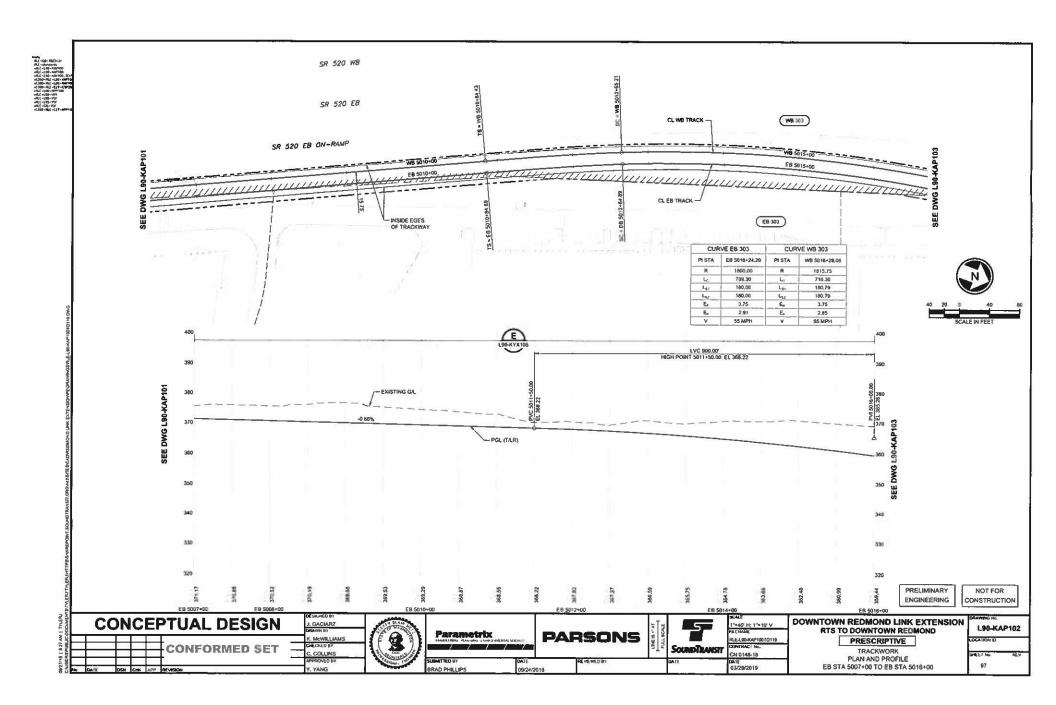
Exhibit C

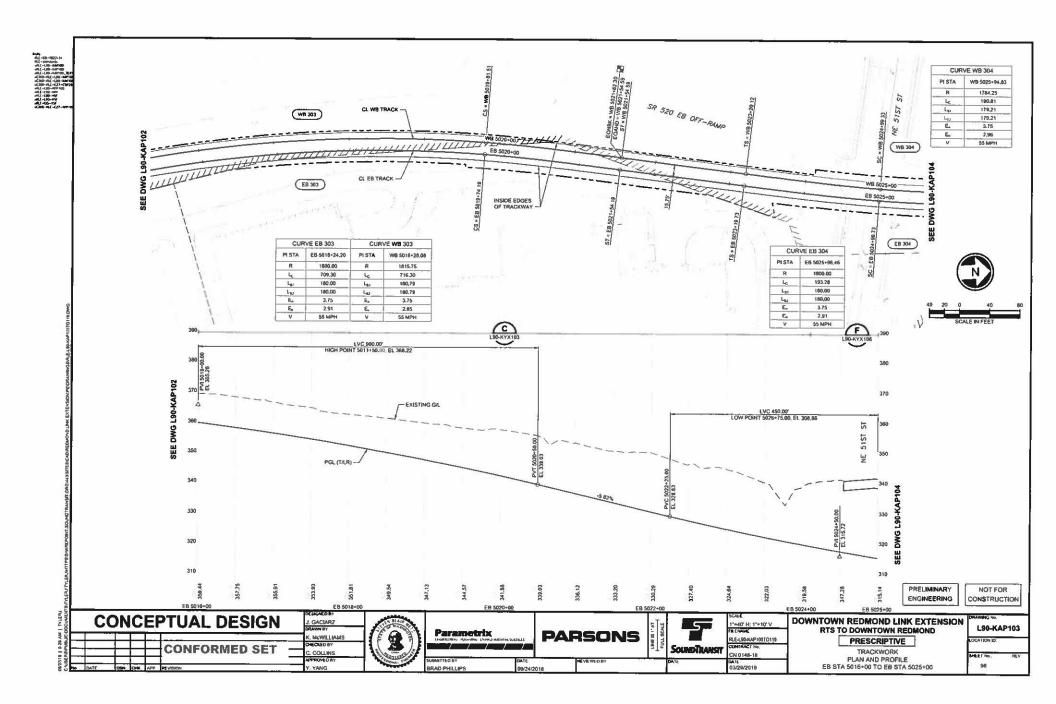
Redmond Link Light Rail Project Plan and Profile Drawings

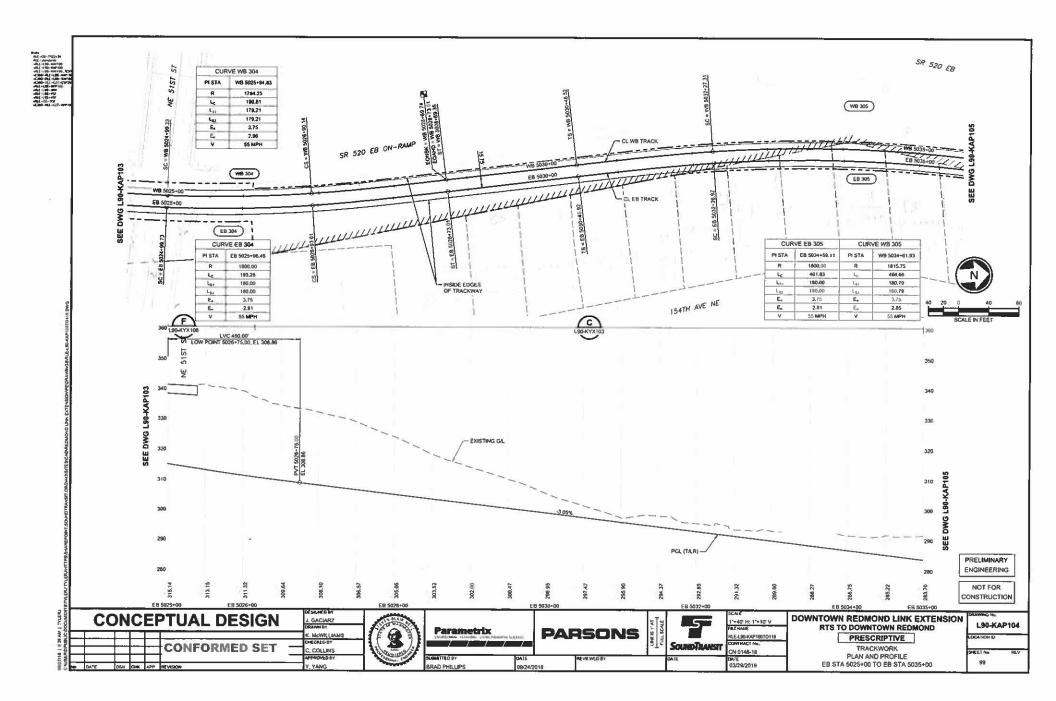
(Drawing Numbers L90-KAP100 - L90-KAP119, L88-SWP120)

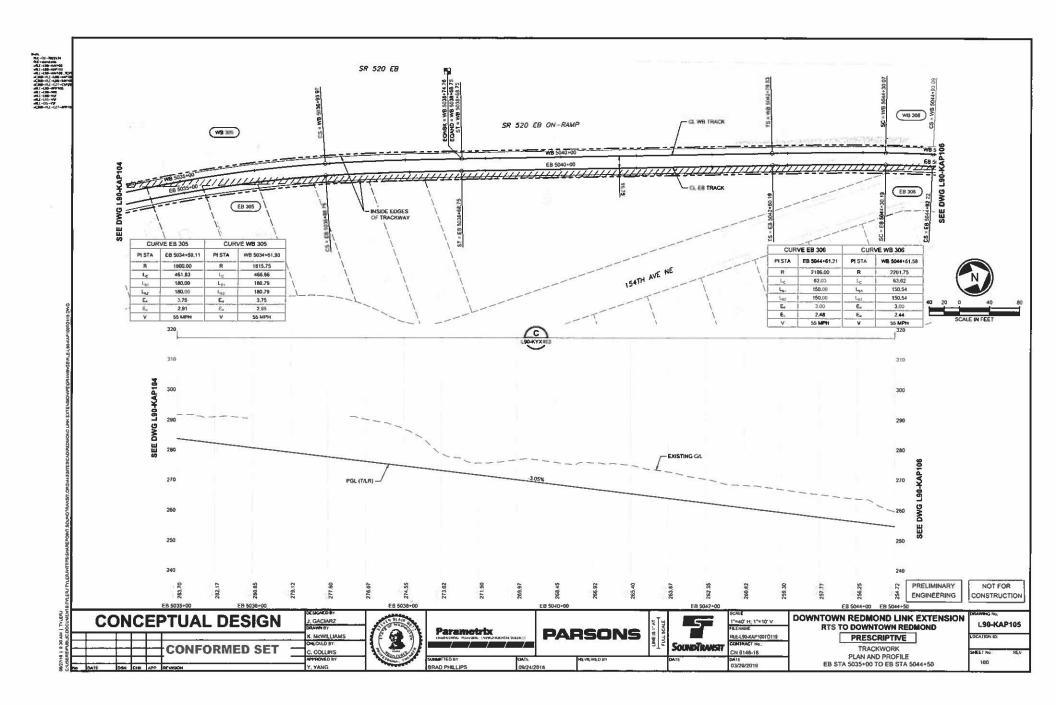


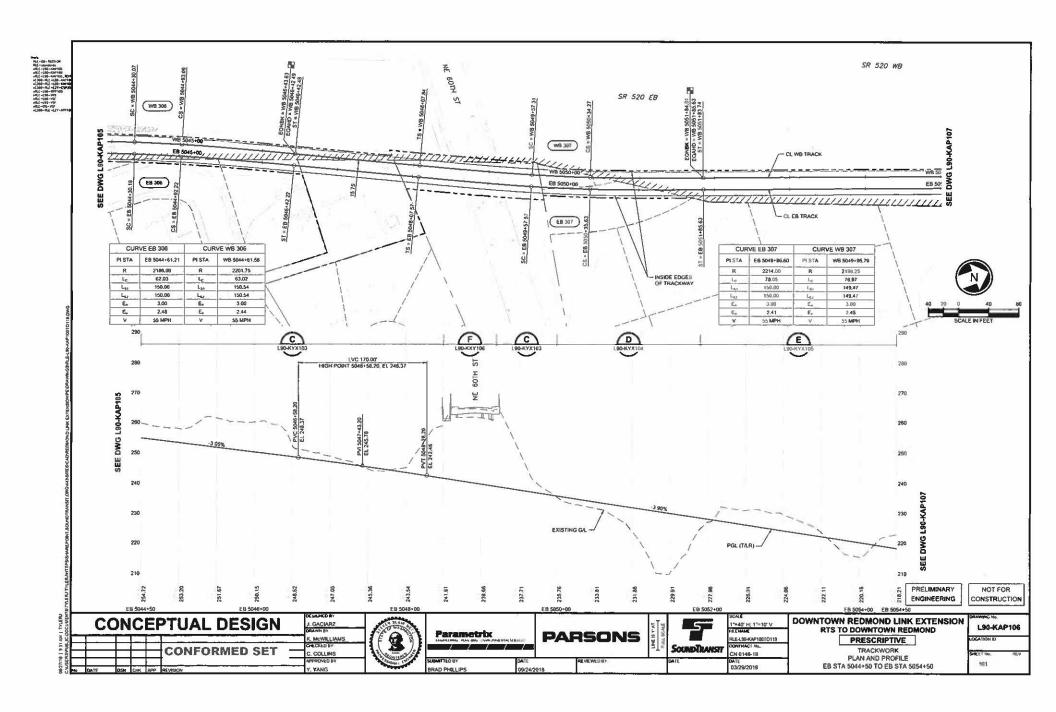


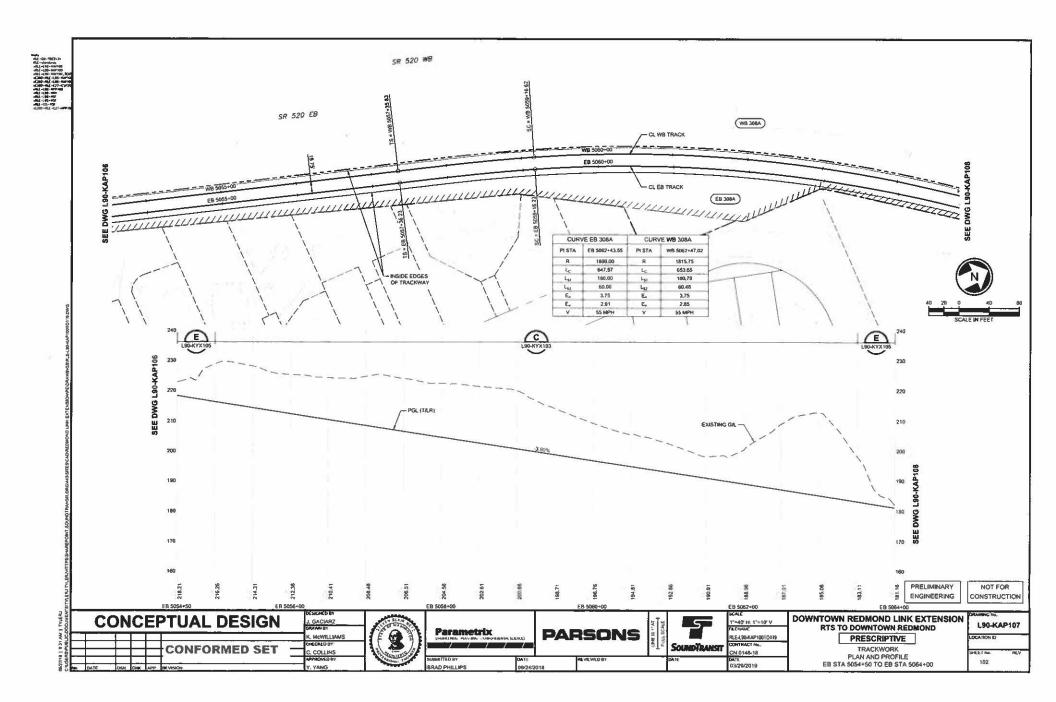


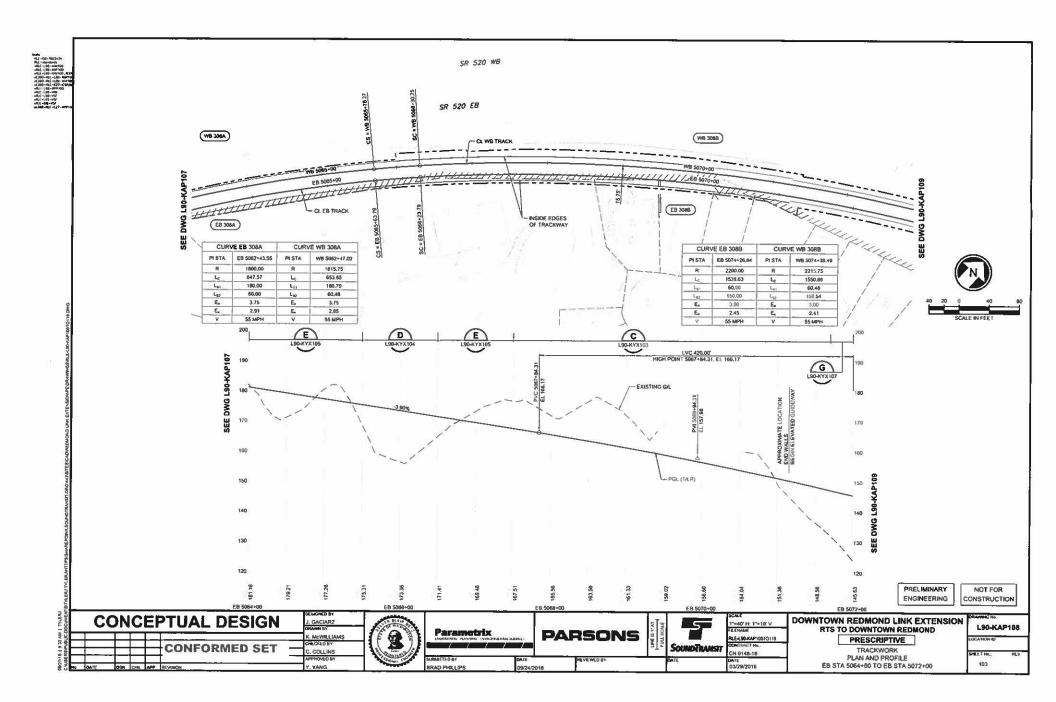


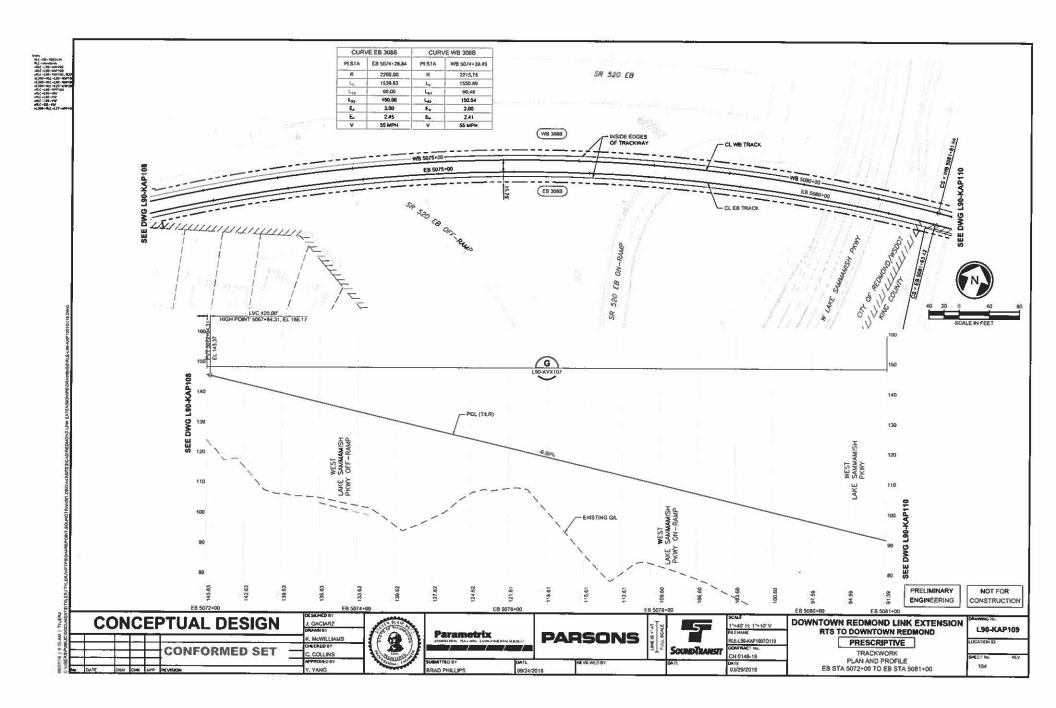


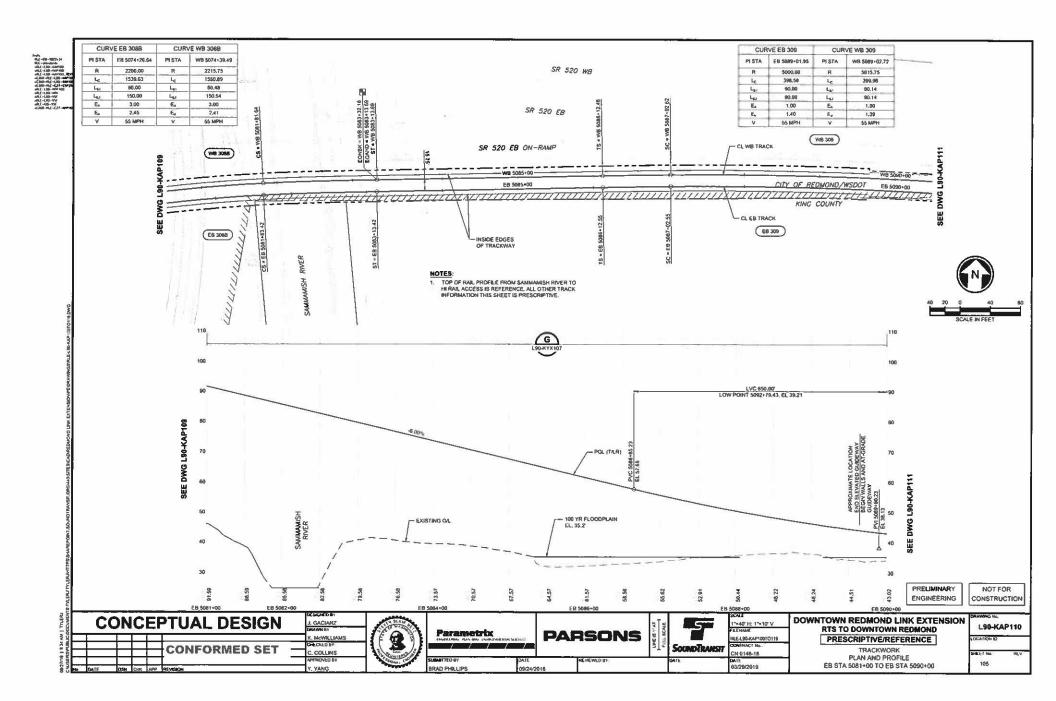


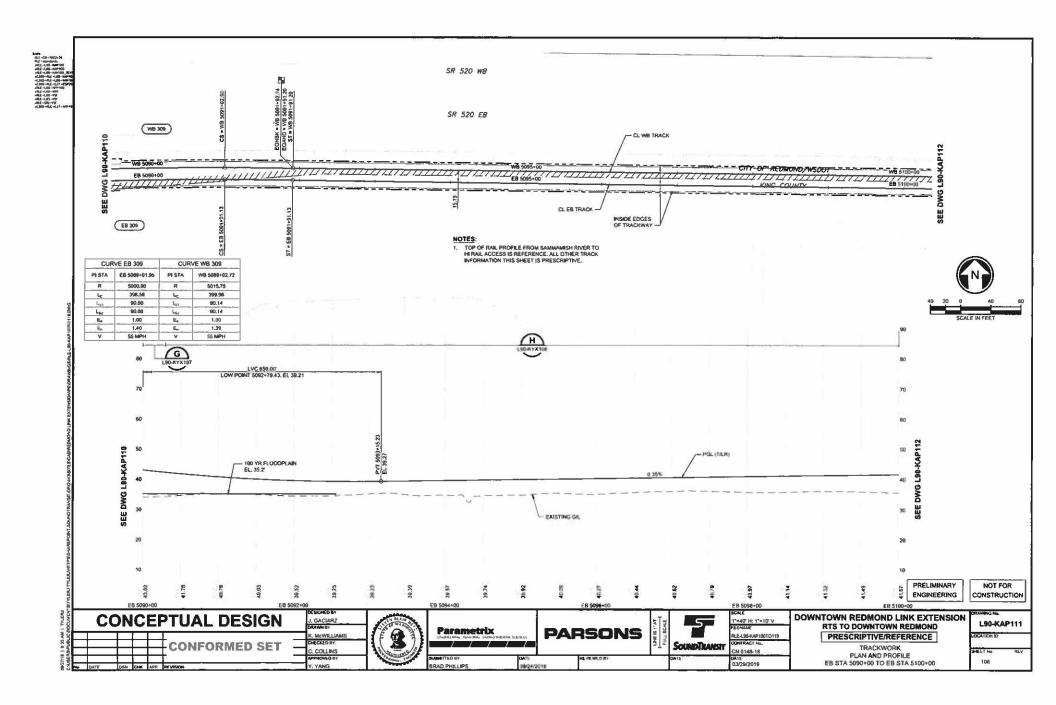


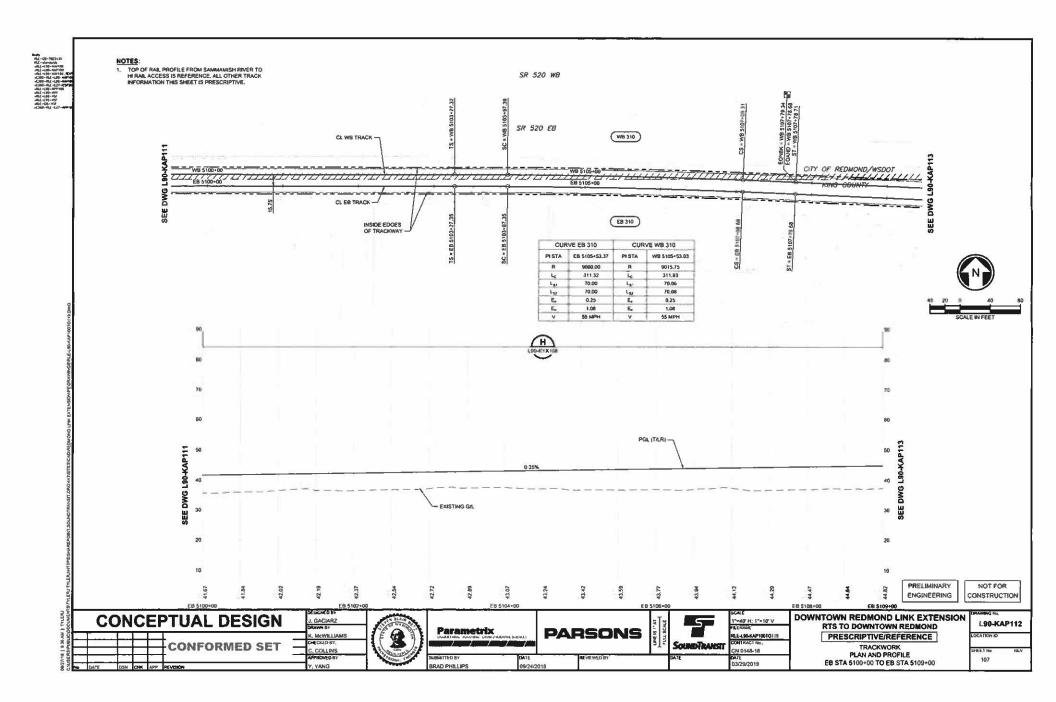


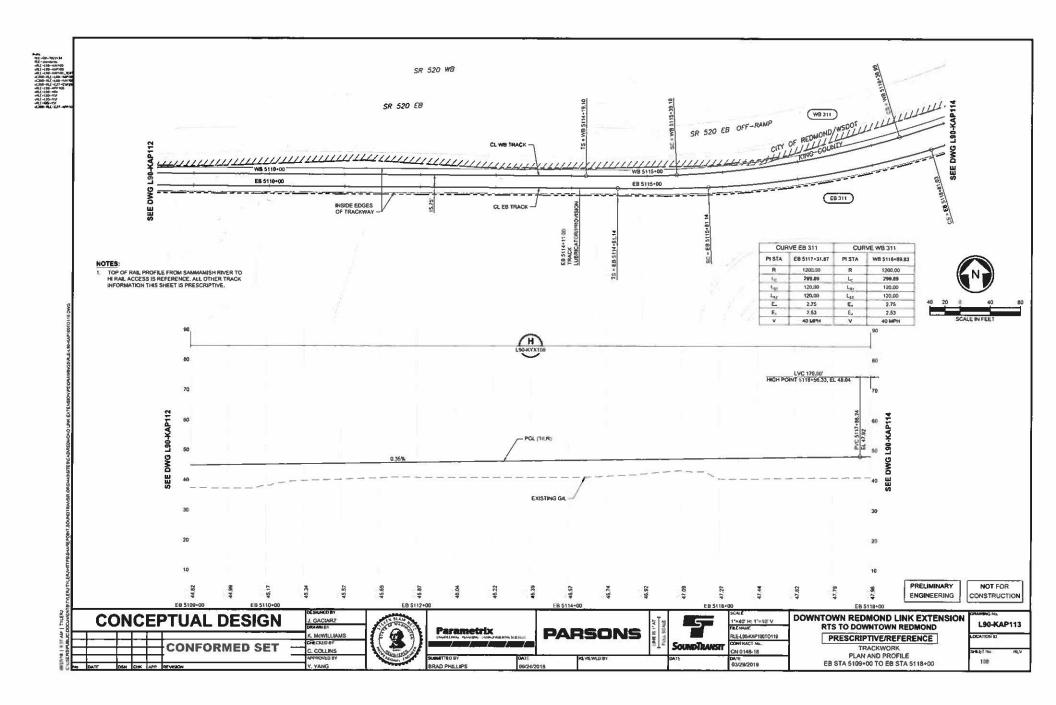


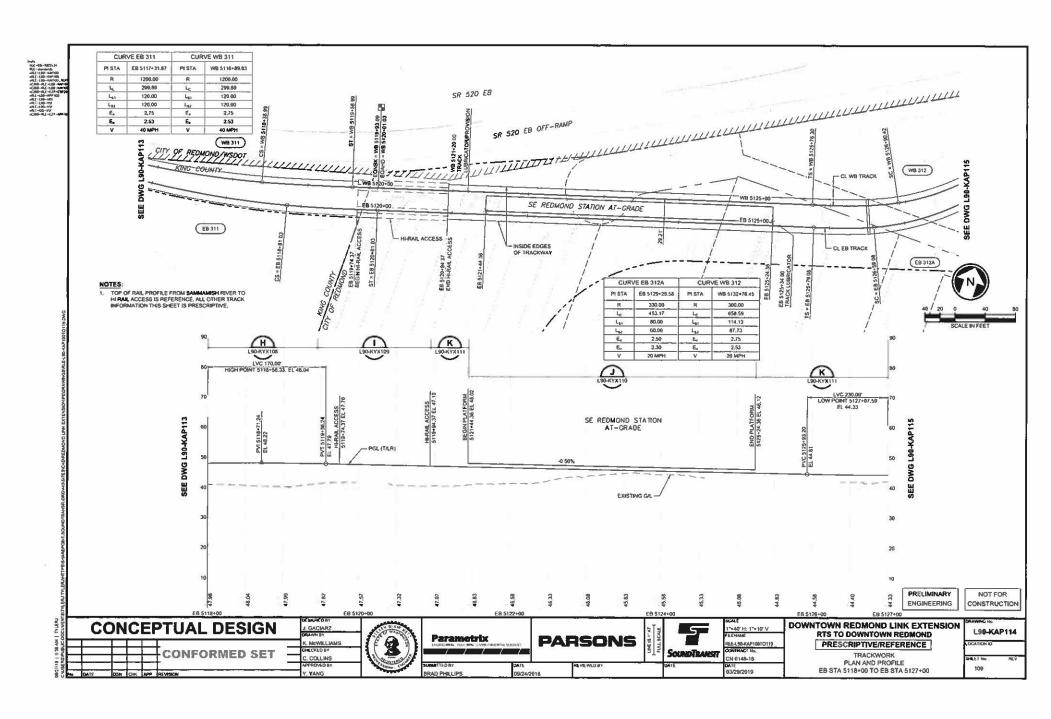


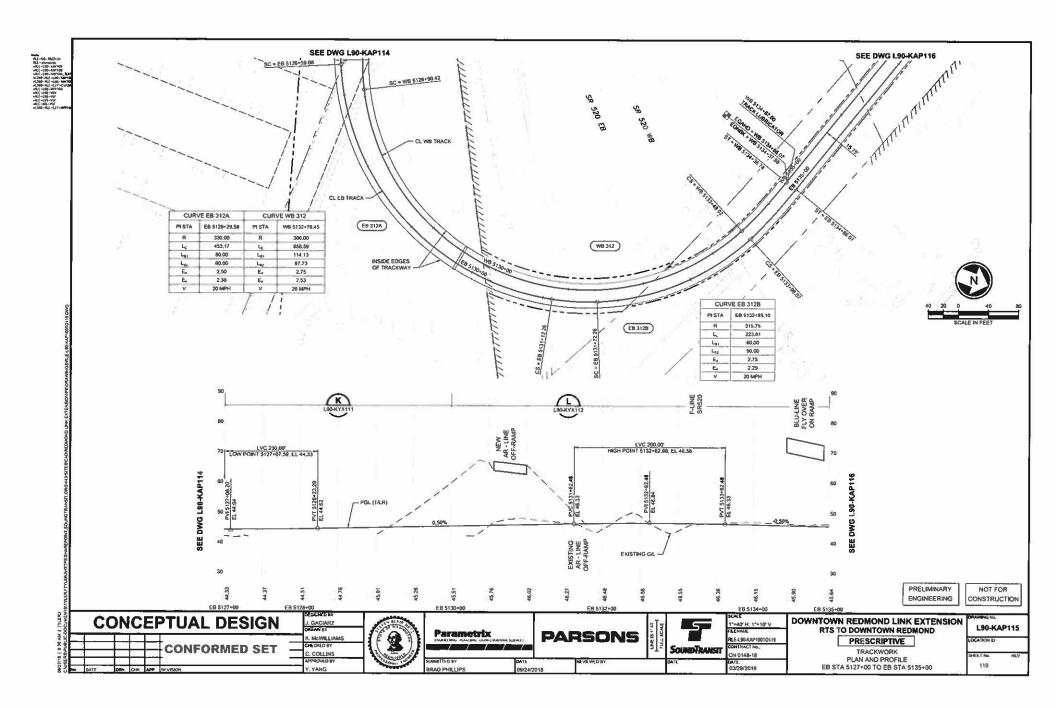


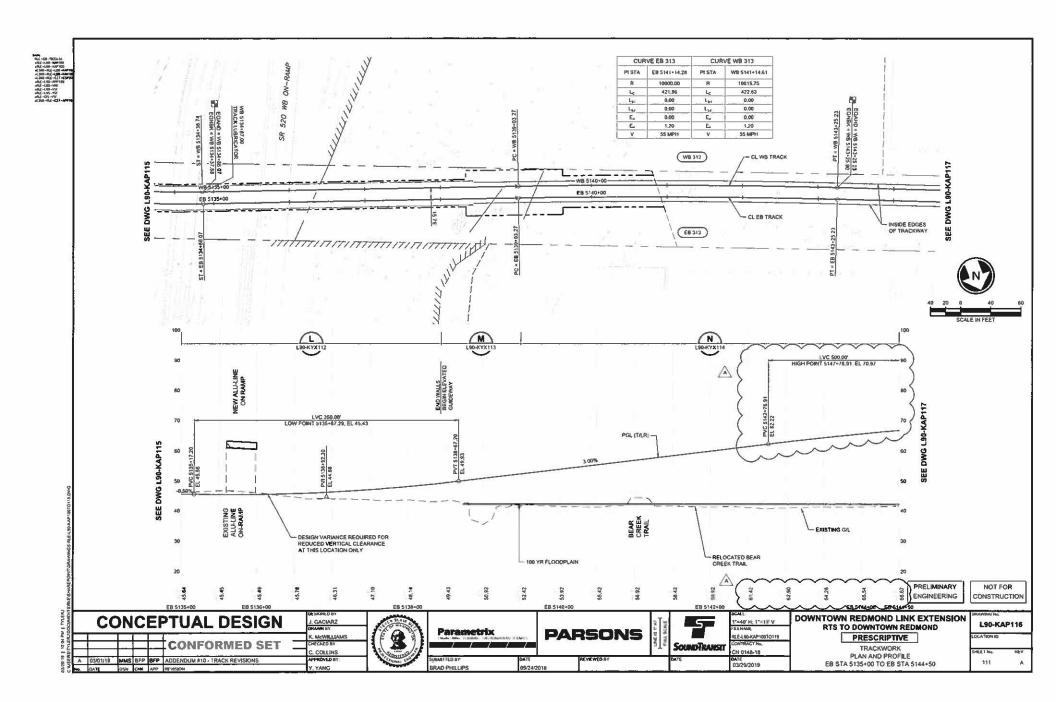


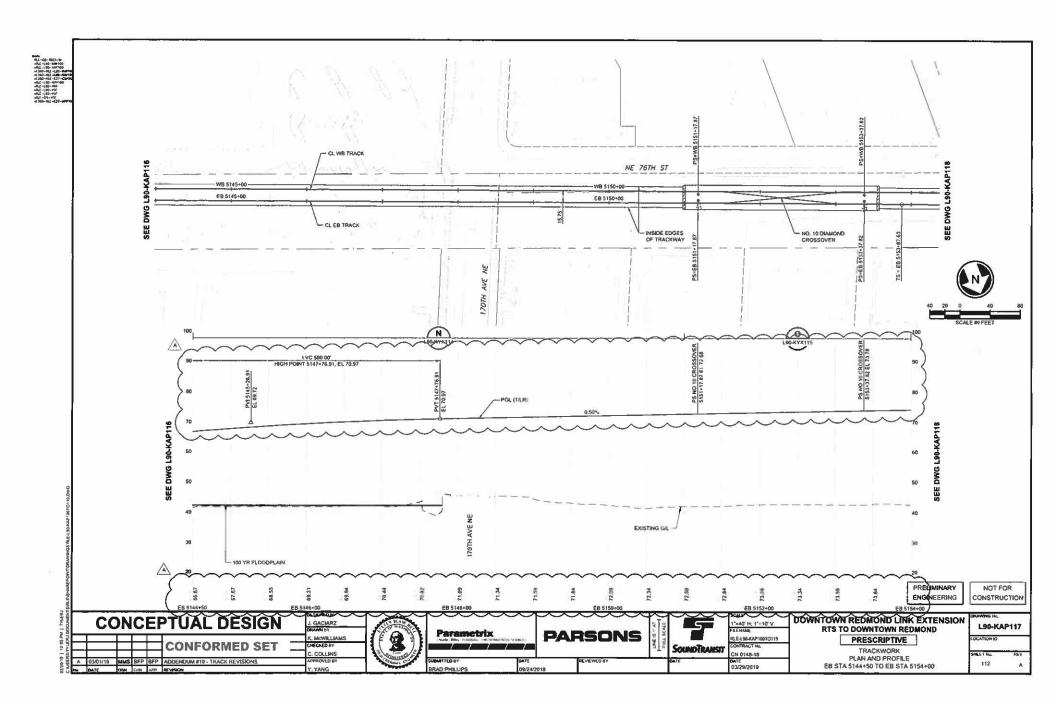


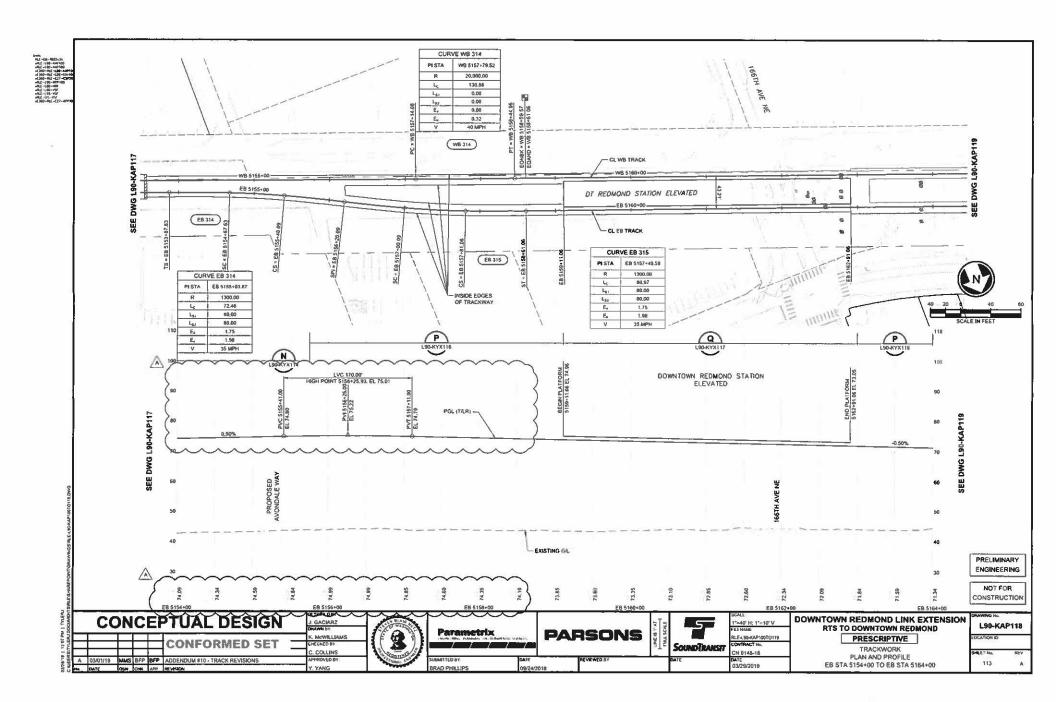


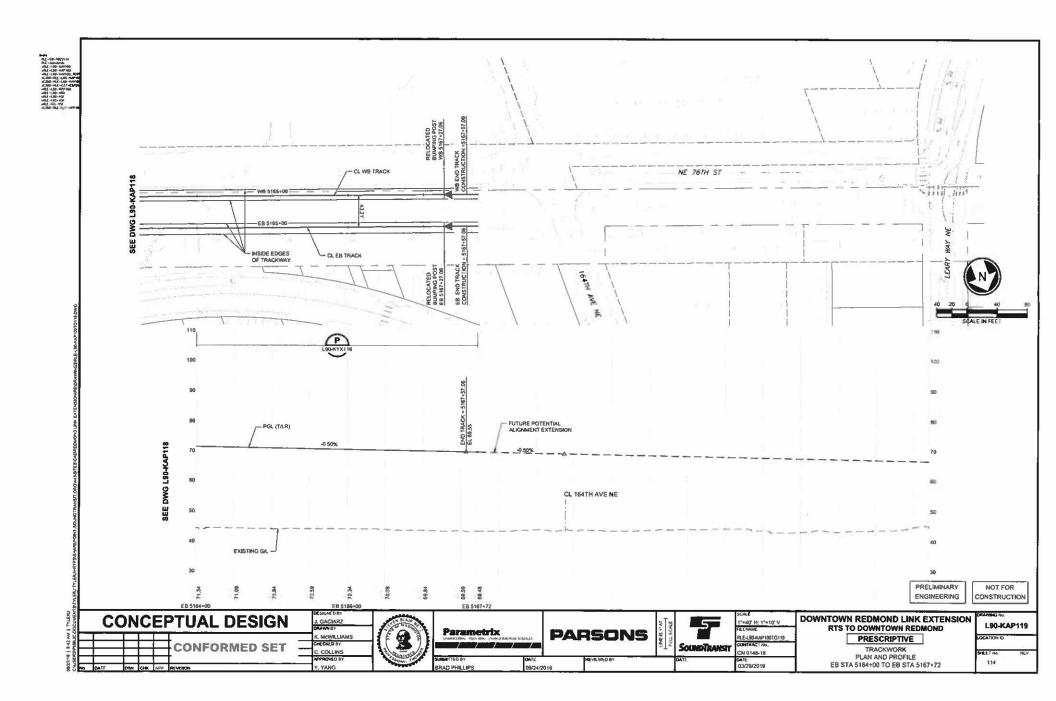


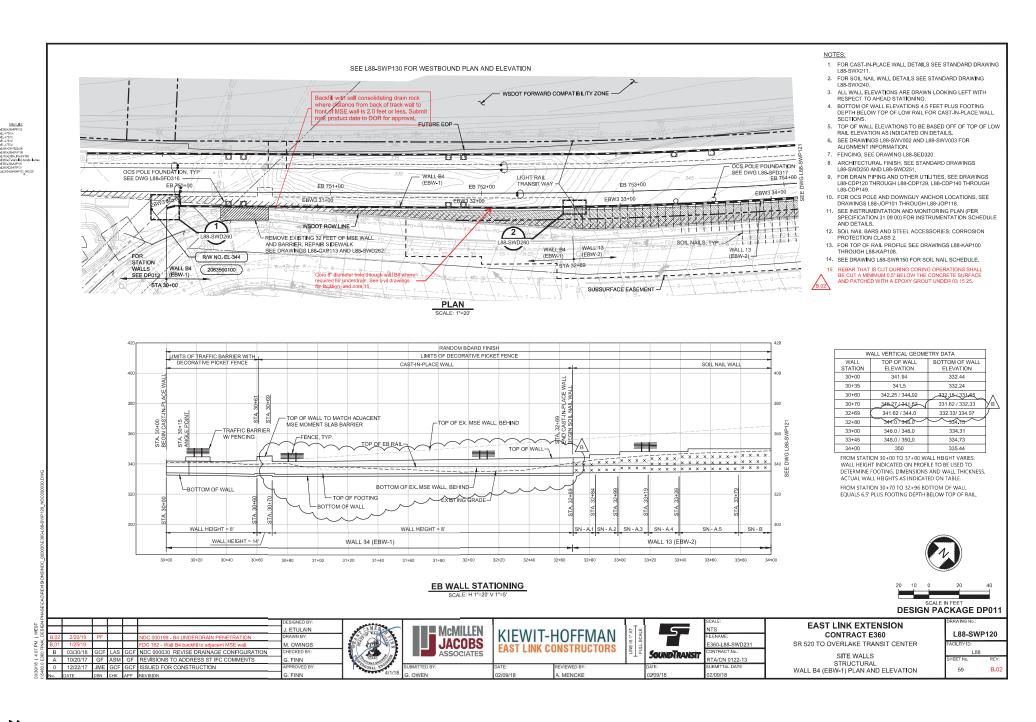


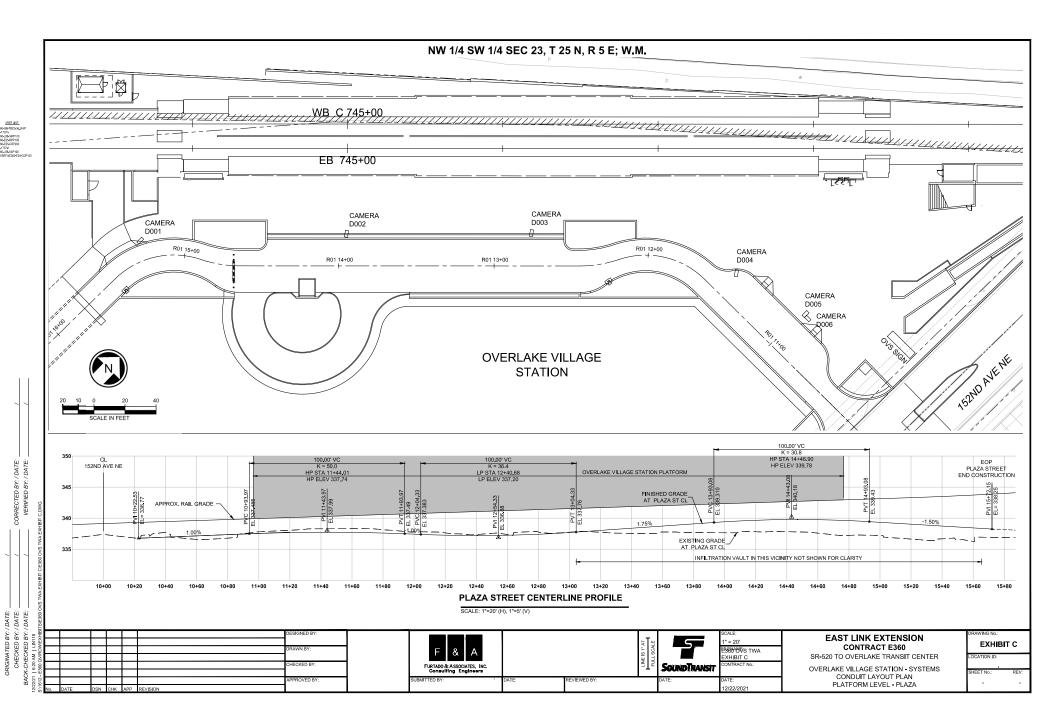














Required: N/A

N/A

Council Request:

Other Key Facts:

City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the Whole - P	s	File No. CM 22-266 Type: Committee Memo	
TO: Committee of the Whole - Planning FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	and Public Works		
Public Works	Phil Williams 425-556-2880		56-2880
Planning and Community Development	Carol Helland	425-5	56-2107
DEPARTMENT STAFF:			
Public Works	Bassam Al-Ali	Project manager	
Planning and Community Development	Peter Dane	Planner-Senior	
Public Works	Paul Cho	City Traffic Engin	eer
The 152 nd Avenue Main Street project maximum of 96 hours during future coureduce overall project cost, increase co community. This closure would be coor routes.	nstruction to create a ne ntractor production, and	ew design profile and i d decrease travel impa	mprovements to the intersecti acts on nearby businesses and
☐ Additional Background Informa	tion/Description of Prop	oosal Attached	
REQUESTED ACTION:			
☐ Receive Information	☑ Provide Direction	☐ Approve	
REQUEST RATIONALE:			
 Relevant Plans/Policies: Council approval is required per 			

Date: 4/5/2022 File No. CM 22-266 Type: Committee Memo Meeting of: Committee of the Whole - Planning and Public Works

The project contract specifications are being finalized in advance of a competitive bidding process. The City will only see the anticipated cost savings from proposed closure if included in the contract documents prior to bid.

OUTCOMES:

Full roadway closure of the NE 24TH Street and 152nd Avenue NE intersection will allow for a safer project work site, less impact to nearby businesses, substantial overall project savings, and will provide a higher overall level of safety to the travelling public.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- Timeline (previous or planned):
 - Estimated August/September 2022: Informing the public, coordination with the City of Bellevue, Microsoft, and nearby businesses.
- **Outreach Methods and Results:**

The community will be notified via traffic alerts through the City traffic map, signage placed during construction directing motorists to a detour route, and messages distributed via the City newsletter and social media prior to closure. Access to residents and businesses will be maintained during the construction phase.

Feedback Summary: N/A

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Total Cost:				
This proposal is anticipated to reduce const cost for this request.	ruction phase (costs for the 15	2nd Avenue Main Str	eet project. There is no
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A	
Budget Offer Number: CIP- Overlake Urban Center Investment (Mag	p#39)			
Budget Priority : Vibrant and connected				
Other budget impacts or additional costs: <i>If yes, explain</i> : N/A	☐ Yes	□ No	⊠ N/A	
Funding source(s): N/A				
Budget/Funding Constraints: N/A				
☐ Additional budget details attached				

Date: 4/5/2022 File No. CM 22-266 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
9/4/2018	Business Meeting	Approve

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Approve

Time Constraints:

Council approval is necessary prior to going to bid advertisement in May 2022, for the City to see project cost savings from the proposed road closure.

ANTICIPATED RESULT IF NOT APPROVED:

Higher contractor bids and more contract working days resulting in additional impacts to nearby businesses and safety risks to motorized and non-motorized traffic.

ATTACHMENTS:

Attachment A: power point slides with a vicinity map slide

152nd Main Street limited 96 hour Full Roadway Closure Request

March 2022

Bassam Al-Ali, Project Manager



152nd Main Street

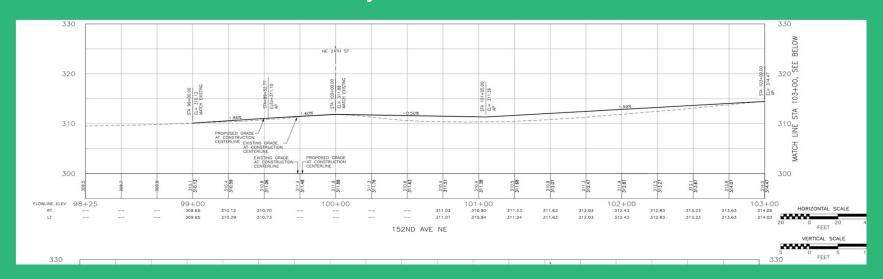
Project Goal

Pedestrian, bicycle, and on-street parking updates on 152nd Ave NE



Vertical Alignment

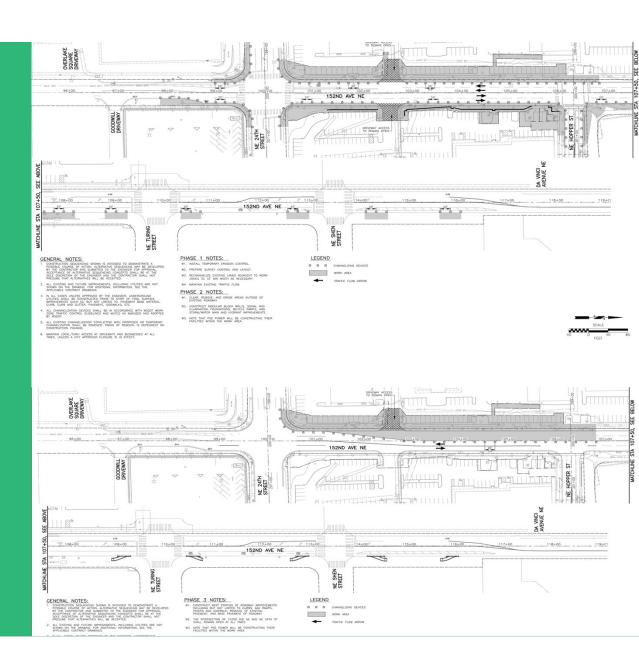
- 152nd Ave NE profile elevation change during construction
- Raising the roadway profile on 152nd Ave NE with intersection improvements on NE 24th St will be simpler and safer to build with a limited 72 hours of roadway closure



Project Construction Phase 1, 2, 3 & 4

Phases 1 and 2 allow for improvement work on both sides of the roadway, with two lanes open in each direction. This will allow for site preparation and implementation of erosion control measures. It will require rechannelization of existing lanes adjacent to the work zones.

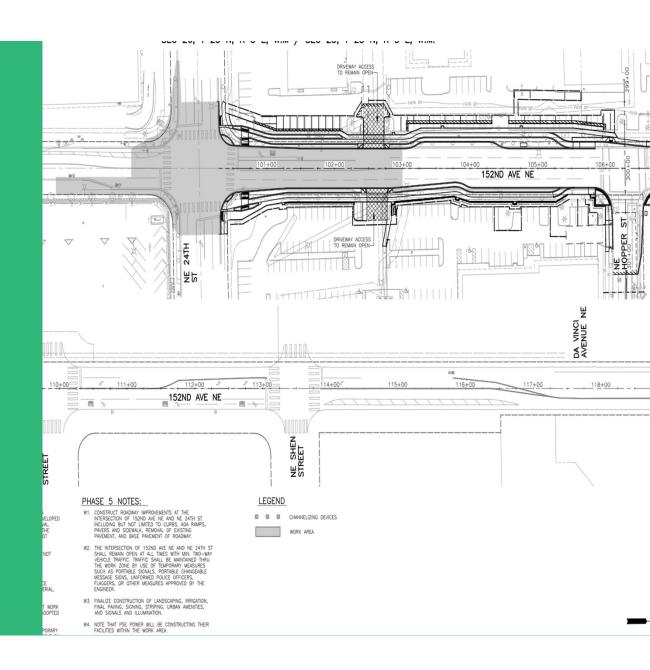
Phases 3 and 4 allow construction on the west and east portion of roadway improvements, with one lane open in each direction.

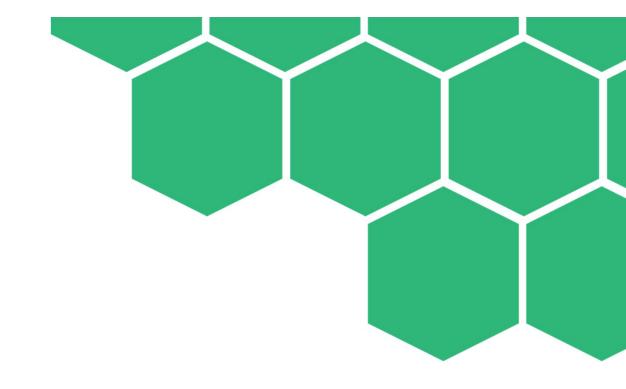


Stage 5 - Raise 152nd Ave NE Profile and Required Construction Improvements on NE 24th St

Request 96-hour, limited full-closure of NE 24th St St/152nd Ave NE intersection

- Increased contractor production
- Fewer working days
- Decreased project cost
- Safer work site for contractor and travelling public
- Eliminate full temporary signal system on NE 24th St (minimum \$100K cost savings)
- · Eliminate need for uniformed police officer
- Allows for pavement removal, re-profiling/ grading and paving of first asphalt lift





Thank You

Any Questions?
Bassam Al-Ali, bal-ali@redmond.gov





City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the Whole - Pl	File No. CM 22 Type: Committee		
TO: Members of the City Council FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):			
Public Works	Phil Williams	425-556-2880	
DEPARTMENT STAFF:			
Public Works	Jon Spangler	Construction Division Manager	
Public Works	Joseph O'Leary	Project Manager	
TITLE: Bid Award, Agreement Supplement OVERVIEW STATEMENT: Award a construction contract to CDK construction of Fire Station 16 and Main Approve Consultant Services Agreement construction engineering support services Accept a FEMA grant award for the Finamount of \$2,442,862. We are currently to arrive within the next 10 days. We had the mayor to sign it if the agreement is we had a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is well as a support to sign it if the agreement is a support to sign it is a support to sign it is a support to sign it is	Construction Services, Inc. tenance Facility Building Seis nt Supplement No. 3 with es and increase the maximun re Station 16 and Maintena waiting to receive the final give already been notified of	of Duvall, WA, in the amount of mic Upgrade project (Project Number amount of amount payable under this contraince Facility construction phase upgrant contract for signature by the Other grant award and would ask couts	f \$1,944,729 for per 60021819). of \$149,854 for act to \$810,502. o to a maximum city. We expect it ancil to authorize
Increase the City's contribution to the pr	oject budget by \$21,499 (Ge	neral Fund).	
☑ Additional Background Informat	ion/Description of Proposal	Attached	
REQUESTED ACTION: Receive Information	☑ Provide Direction	☐ Approve	
REQUEST RATIONALE:Relevant Plans/Policies:N/A			

Date: 4/5/2022 Meeting of: Committee of the Whole - Planning	g and Public	Works	File No. CM 22-274 Type: Committee Memo
			nd Architectural and Engineering Service and Council approval is needed for gra
OUTCOMES: Completion of this project will enable fire o emergency after the occurrence of an earthqu	•	better respond t	o Redmond citizens and businesses in a
COMMUNITY/STAKEHOLDER OUTREACH AND	INVOLVEMI	ENT:	
 Timeline (previous or planned): N/A Outreach Methods and Results: N/A Feedback Summary: N/A 			
BUDGET IMPACT:			
Total Cost: \$3,096,436			
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A
Budget Offer Number: CIP			
Budget Priority : Vibrant and connected			
Other budget impacts or additional costs: If yes, explain: N/A	□ Yes	□ No	⊠ N/A
Funding source(s): General Funding, FEMA Grant			
Budget/Funding Constraints:			

FEMA funding constraints not to exceed \$2,442,862.

Date: 4/5/2022 File No. CM 22-274

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

□ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Approve

Time Constraints:

Award of bid must occur within 45 days of bid opening or the contractor may withdraw their bid. Bids were opened on March 10; award must occur by April 24.

ANTICIPATED RESULT IF NOT APPROVED:

Project construction would not move forward, and fire station and maintenance building would not be protected from a seismic event.

FEMA Grant funds would be forfeited.

ATTACHMENTS:

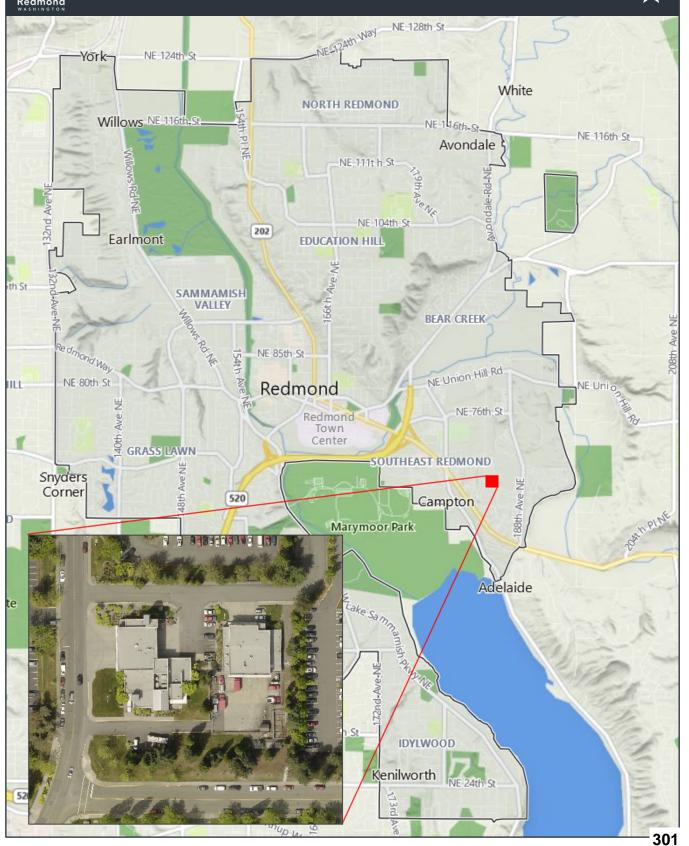
Attachment A: Fire Station 16 Vicinity Map Attachment B: Additional Project Information

Attachment C: Consultant Services Agreement Supplement 3 with Reid Middleton



Fire Station 16 Vicinity Map





Attachment B – Additional Project Information

Fire Station 16 & Maintenance Facility Building Seismic Upgrade

Project Discussion

In addition to Reid Middleton design consultant support services during construction, the city has hired HDR Engineering, Inc. to provide construction inspection services. HDR is currently on the on-call list with the city. The amount for inspection services is \$140,000, which is included in the budget.

Project-Related Community/Stakeholder Outreach

Outreach is primarily project information signage

Bid Results

The project was advertised in the *Daily Journal of Commerce* on February 9, 2022, and February 16, 2022. Bids were received and opened on March 10, 2022. The city received two bids which are summarized below.

Bidder	Bidder Location	Bid Amount
CDK Construction Services, Inc.	Duvall, Washington	\$1,944,729
Reynolds General Contracting, Inc.	Redmond, Washington	\$2,336,872
Engineer's Estimate		\$2,940,975

All bidders' unit prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to **CDK Construction Services, Inc**.

Consultant Agreement History

			Maximum
Reid Middleton	Date	Amount	Amount Payable
Original Agreement	11/21/18	\$119,329	\$119,329
Supplement 1	11/20/19	Time extension	\$119,329
Supplement 2	3/24/20	\$541,319	\$660,648
Supplement 3	TBD	\$149,854	\$810,502

Fiscal Information

Current Project Budget	
General Fund	\$1,300,000
FEMA Grant*	\$1,774,937
Total Funding	\$3,074,937

^{*}FEMA grant dollars shown are based on current construction phase contract. FEMA grant fund maximum is \$2,442,862, so additional funding is available for unexpected cost increase.

Estimated Project CostsPreliminary Design\$201,989Design\$527,864Right of Way\$0Construction\$2,366,583Total Estimated Project Cost\$3,096,436

Budget Difference -\$21,499

Previous Project-Related Council Touches

Date	Meeting	Action
3/30/20	Business Meeting	Approve Consultant Services Agreement
		Supplement 1
11/6/18	Business Meeting	Approve Consultant Services Agreement



Supplemental Agreement Number	Organization and Address	
Original Agreement Number		
	Phone:	
Project Number	Execution Date	Completion Date
Project Title	New Maximum Amount Pa	yable
Description of Work		
The Local Agency of		
desires to supplement the agreement entere		
and executed on and ide		
All provisions in the basic agreement remain		
The changes to the agreement are described		,
	I	
Section 1, SCOPE OF WORK, is hereby cha	anged to read:	
O4' IV/ TIME FOR REQUIRING AND OC	 	-h th
Section IV, TIME FOR BEGINNING AND CC for completion of the work to read:		-
ior completion of the work to read.	III	
0 " \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
Section V, PAYMENT, shall be amended as f	follows:	
and the state in the state of the state in the state of t	41-1	f their committees and
as set forth in the attached Exhibit A, and by If you concur with this supplement and agree		
spaces below and return to this office for fina		veve, piedee eight in the Appropriate
D	D	
By:	Бу:	
Consultant Signature	A	pproving Authority Signature
		D. I.
		Date

February 11, 2022 File No. 262018.113.001

Mr. Joseph P. O'Leary, P.E. Project Manager, City of Redmond 15670 NE 85th Street Redmond, WA 98052

Subject: City of Redmond, Fire Station 16 and Maintenance Building

Seismic Upgrade – Construction Contract Support Services

Dear Mr. O'Leary:

Thank you for selecting Reid Middleton to provide professional engineering services to perform construction contract support services for the City of Redmond Fire Station 16 and Maintenance Facility Seismic Upgrade Project. The following is a scope of work associated with the seismic upgrade design phase for this project:

A. PROJECT UNDERSTANDING

The City of Redmond has previously contracted Reid Middleton to perform Tier 1 and Tier 2 seismic evaluations of the structural and nonstructural systems of Fire Station 16 and Maintenance Facility in accordance with ASCE 41-13 Seismic Evaluation and Retrofit of Existing Buildings. The findings of this study indicated that Fire Station 16 and the Maintenance Building have seismic deficiencies relative to the identified performance objectives to achieve structural Immediate Occupancy (IO) and Life Safety (LS) at the BSE-1 and BSE-2 earthquake levels, respectively. Therefore, schematic design seismic retrofit and mitigation approaches, as well as rough order of magnitude (ROM) cost estimates, were previously developed to address the seismic deficiencies identified.

Reid Middleton was subsequently contracted to proceed with the full design of seismic upgrades approaches developed in the schematic design drawings. This includes structural upgrades, as directed by the ASCE 41-13 evaluation, as well as seismic upgrades to the architectural, mechanical, and electrical systems based on the Tier 1 nonstructural seismic screening. Reid Middleton prepared design-bid-build Construction Documents for Fire Station 16 and the adjacent Maintenance Facility.

This contract is to provide bid phase and construction support services associated with the construction of seismic upgrade design.

Mr. Joseph P. O'Leary, P.E. Project Manager, City of Redmond February 11, 2022 File No. 262018.113.001 Page 2

B. SCOPE OF SERVICES

The following is a summary of the scope of construction contract support services for the City of Redmond's Fire Station 16 and Maintenance Facility Seismic Upgrade Project:

- 1. <u>Construction Contract Support Services</u>: Reid Middleton and its consultants shall provide construction administration assistance including:
 - A. <u>Project Administration:</u> Reid Middleton will work with the City of Redmond to facilitate contract and invoicing, including monthly invoices and project budget status reports. Reid Middleton will communicate with the City of Redmond to project status updates, coordinate meetings and site visits, request pertinent information, and identify project coordination items. Reid Middleton will perform internal project management and monitor and allocate internal task budgets, as appropriate.
 - B. <u>Bid Support: Reid Middleton will attend a pre-bid walk-through</u> <u>meeting</u>, as requested by the City. It is assumed that one minor addendum will be required to resolve contractor questions; this will be distributed via an electronic plan distribution service. Schedule for the Bidding Phase will depend on City of Redmond bidding requirements. The anticipated duration is approximately 6 weeks, including time for advertising, bidding, and post-bid follow-up.
 - C. <u>Construction Administration (CA) Services</u>: Reid Middleton and its consultants will provide construction administration services, including:
 - a. Attend site visits and meetings (assumed quantity noted in Item 2 below)
 - b. Review and respond to Request for Information (RFIs)
 - c. Review shop drawings for compliance with contract documents and applicable codes and criteria
 - d. Review technical submittals for compliance with contract documents and applicable codes and criteria
 - e. Provide the City with interpretations of Construction Documents and assistance in determining whether nonconforming work shall be rejected

Mr. Joseph P. O'Leary, P.E. Project Manager, City of Redmond February 11, 2022 File No. 262018.113.001 Page 3

- 2. <u>Meetings & Site Visits:</u> The following construction phase meetings are included with this proposal:
 - a. Attend on-site Pre-Construction Meeting
 - b. Attend weekly on-site Construction Progress Meetings (1/week for 36 weeks assumed)
 - c. Attend weekly on-site field observation site visits and prepare engineer's field reports to document field observations (additional 1/week for 36 weeks assumed)
 - d. Attend Punch List site visit and prepare engineer's field report
- 3. **Expenses:** See attached workbook.
- 4. <u>Additional Services</u>: Reid Middleton and its subconsultants will provide additional services, as requested by City of Redmond. The scope of services for these additional services will be prepared and negotiated as a supplement to this agreement.

C. CLIENT'S RESPONSIBILITIES

The City of Redmond shall provide available pertinent data, documents, and other information to Reid Middleton as necessary to complete the services outlined in Section B above. The City of Redmond shall also coordinate access to the project sites.

D. COMPENSATION

For services described in Items 1-3 of Section B and associated expenses, Reid Middleton shall be paid on a "time-plus-expense" basis in accordance mutually satisfactory arrangements as may be negotiated. See the attached Redmond Consultant Fee Workbook for reference.

No.	Task	Budget
1	Construction Contract Support Services	\$83,289
2	Meetings & Site Visits	\$64,609
3	Expenses	\$1,956
·	T + 1	¢4.40.0E.4

Total: |\$149,854

Mr. Joseph P. O'Leary, P.E. Project Manager, City of Redmond February 11, 2022 File No. 262018.113.001 Page 4

E. REID MIDDLETON STAFF

Erik Bishop, P.E., will be the Project Manager primarily responsible for this project and Corbin Hammer will be the Project Principal; however, other individuals at Reid Middleton will work on aspects of your project, as required.

We appreciate the opportunity to assist you on this project. Please call me or Erik Bishop if you have any questions or require clarification.

Sincerely,	ACCEPTED:
Reid Middleton, Inc.	City of Redmond
Costonne	By
Corbin Hammer, P.E., S.E.	Title
Principal	Date_

Attachments

1. City of Redmond Exhibit D: Consultant Fee Workbook

Negotiated Fee

Project Name:	FIRE STATION 16 SEISMIC UPGRADES - CA PHASE
Project Number:	60011815.21.01.02
Consultant:	REID MIDDLETON
Estimated Design Fee:	\$149,854
Prepared By:	JOSEPH O'LEARY - PROJECT MANAGER

Fee Computation

Factor			Rate		Weight	Value
Degree of Risk			0.30	Χ	25	7.50
Relative Difficulty of Work			0.30	Χ	20	6.00
Estimated Design Fee		\$149,854	0.34	Χ	15	5.10
Period of Performance	enter in months	8	0.22	Χ	15	3.30
Assistance by the Agency			0.25	Χ	15	3.75
Subconsulting	enter %	26%	0.29	Χ	10	2.90
Negotiated Fee (% of DSC)					100	28.55 %

Note: See Instructions for factor descriptions and rate guidelines. Minimum is .17 and maximum is .35.

Multiplier Computation

Component	<u>Multiplier</u>
Labor (DSC)	1.00
Overhead (OH)	2.10
Fee	0.29
Total Multiplier (DSC+OH+Fee)	3.39

Negotiated Fee 309

Exhibit D

Consultant Fee Determination

FIRE STATION 16 SEISMIC UPGRADES - CA PH

Project Name: Project Number: 60011815.21.01.02 Consultant: **REID MIDDLETON**

NEGOTIATED HOURLY RATES

					Fee	Total	
				Overhead	(Profit)	Hourly	_
Classification	Hours		DSC	210%	29%	Rate	Total
Principal	16	\$	86.55	\$182.10	\$24.71	\$293	\$4,694
Associate Principal		\$	73.80	\$155.28	\$21.07	\$250	
Associate	273	\$	64.45	\$135.60	\$18.40	\$218	\$59,638
Senior Engineer	32	\$	52.20	\$109.83	\$14.90	\$177	\$5,662
Designer II	275	\$		\$78.37	\$10.63	\$126	\$34,721
Project Administrator	18	\$		\$90.16	\$12.23	\$145	\$2,614
Technical Writer II	4	\$		\$97.20	\$13.19	\$157	\$626
Project Designer	4	\$	54.80	\$115.30	\$15.65	\$185.74	\$743
Total Hours	622					Subtotal:	\$108,698
REIMBURSABLES							
Mileage (44 miles RT x 6 x \$0.58	35/mile)						\$1,956
						Subtotal:	\$1,956
SUBCONSULTANT COSTS (Se	ee Exhibit E	Ξ)					
Rice Fergus Miller							\$14,000
Notkin/P2S							\$8,400
Stantec							\$8,400
Veltre							\$8,400
						Subtotal:	\$39,200

Total: \$149,854

Contingency:

GRAND TOTAL: \$149,854

EXHIBIT E

Subcontracted Work

Project Name: FIRE STATION 16 SEISMIC UPGRADES - CA PHASE

Project Number: 60011815.21.01.02 Consultant: REID MIDDLETON

The City permits subcontracts for the following portions of work of the Agreement:

Subconsultant	Work Description		Amount
Rice Fergus Miller	Architect		\$14,000
Notkin/P2S	Mechanical Engineer		\$8,400
Stantec	Electrical Engineer		\$8,400
Veltre	Fire Protection Engineer		\$8,400
		Total:	\$39,200

erett, V 25) 741	n Street SW VA 98204 -3800	PROJECT CLIENT: PROJ. NO		City of R 262018.1	13.001											ESB 2/8/2022							
25) 74	Typical Project team Role:	FILE:	ı		Redmon	d FS 16 Se	eismic Eval	& Conce	pt Design	Contract	Construc	tion Phase	e\[220211 I	Redmond FS		ee Estimate m	mt.xlsx]Std		T	T			
		Principal	Principal Engineer		Assosiate	Senior Engineer	Designer	Arch	Mech	Elec	FP	Project Admin	Technical Writer II	Project Designer	Total Labor hours	Total Labor Earnings	Computer	Aileage	Fravel & Misc	SqnS	Total Reimb	Labor & Reimb	Num of T and I
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303	Technical Submittals				4	8	20	16	8	8	8				72	11,814	0				0	11,814	
304	Construction Consultation	8			32		20	8	8	8	8				92	17,463	0				0	17,463	
	Hr Subtotal Task 003	12	0	0	56	24	100	52	32	32	32	0	0	0	340	58,526	0 0	0	0	0	0	58,526	
	PA USE ONLY	3,520	0	0	12,233	4,246	12,626	9,100	5,600	5,600	5,600	0	0	0		58,526		1	1	1			
4	Meetings & Site Visits																						
401	Pre-Construction Meeting				5		5								10	1,724	0				0	1,724	
	Weekly Construction Meetings (x36)				72		72 72	20	10	10	10				144	24,819	0				0	24,819	
	Weekly Site Visits (x36) Punchlist Walk-Through				72 10		10	20	12	12	12				200	34,619 3,447	0				0	34,619 3,447	
	-															5,111							
	Hr Subtotal Task 004 PA USE ONLY	0	0	0	159 34,734	0	159 20,075	20 3,500	12 2,100	12 2,100	12 2,100	0	0	0	374	64,609 64,609	0 0	0	0	0	0	64,609	
5	Expenses																						_
	Pre-Construction Meeting														0	0	0	51			51	51	
	Weekly Construction Meetings														0	0	0	927			927	927	
	Weekly Site Visits Punchlist Walk-Through														0	0	0	927 51			927	927	
304	r unchilist walk-fillough														- 0	U	0	31		+	31	31	
	Hr Subtotal Task 005	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0 0	1,956	0	0	1,956	1,956	
	PA USE ONLY	0	0	0	0	0	0	0	0	0	0	0	0	0		0		1	1	1			
																							1
	TOTAL HOURS	16	0	0	273	32	275	80	48	48	48	18	4	4	846	147,899	0 0	1,956	0	0	1,956	149,855	
	SubTotal Cost	4,694	0	0	59,638	5,662	34,721	14,000	8,400	8,400	8,400	2,614	626	743		147,899							4
sum	Percent of Total Hours ptions	Project Dui	ration	0% 36	Wks	Avg Wkly	\$4,163	9%]	6%	6%	6%	Z%	0%	0%									
	and rates shown are for estimating pu							iect and n	ersonnol	used ma	v varv	ure wark	ad will be b	nilled using	the rates				0/_	Inflati of Work at	on Factor	0% 0%	
	nel categories, and terms identified in		y. The act	iuai iiuiiib	ei oi iloui	s charged	to the pro	ject and p	ei soillei	useu IIIa	y vary. Tic	Juis Worke	ea will be t	Jilleu usilig	uie iates,			In	flation Ad			0	
																			Cor	ntingency/	Rounding	0	
																					TOTAL	149,855	



Council Request:

Other Key Facts:

N/A

City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the	File No. C s Type: Con	M 22-284 mmittee Memo	
TO: Committee of the Whole - FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CON	-		
Public Works	Phil Williams	425-556-2880	
DEPARTMENT STAFF:			
Public Works	Mike Haley	Project Manager	
Public Works	Steve Hitch	EUSD Engineering Supervisor	
Public Works	Jon Spangler	Construction Division Manage	
this project is designed to exte existing stations. This will ensu	nd the life of these five lift statio re continued reliable operation w	r Lift Stations 5, 6, 8, 11, and 15. T ns through installation of new equi ith limited risk of failure for 10-15 r equipment upgrades are scheduled	ipment at each of the more years before full
	Information/Description of Prop	osal Attached	
REQUESTED ACTION:			
☐ Receive Information	☑ Provide Direction	☐ Approve	
REQUEST RATIONALE:			
 Relevant Plans/Policie N/A Required: Council approval is req 		ents over \$300,000 per 2018 City R	esolution 1503.

Date: 4/5/2022 Meeting of: Committee of the Whole - Plannii	ng and Public V	Vorks	File No. CM Type : Comn	
N/A				
OUTCOMES:				
This construction project will replace equipm	ent at five (5) V	Vastewater Lift :	Stations.	
COMMUNITY/STAKEHOLDER OUTREACH AN	D INVOLVEME	NT:		
 Timeline (previous or planned): N/A Outreach Methods and Results: N/A Feedback Summary: N/A 				
BUDGET IMPACT:				
Total Cost: \$6,984,012				
Approved in current biennial budget:	⊠ Yes	□ No	□ N/A	
Budget Offer Number: CIP				
Budget Priority : Healthy and Sustainable				
Other budget impacts or additional costs: If yes, explain:	⊠ Yes	□ No	□ N/A	
An additional \$1,177,093 in funding from the	Wastewater C	IP is required to	fully fund this project cos	t.
Funding source(s): Wastewater CIP				
Budget/Funding Constraints: The Wastewater CIP funding total for all five by an Operating Transfer from the combine balance in the Water/Wastewater Operating	ed water and			-
☑ Additional budget details attached				
COUNCIL REVIEW:				

Date: 4/5/2022 File No. CM 22-284

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Approve

Time Constraints:

Award of bid must occur within 45 days of the bid opening (which occurred on March 24, 2022) or the contractor may withdraw their bid.

ANTICIPATED RESULT IF NOT APPROVED:

If not approved, the current program to fully replace the lift stations would continue. However, since funding is not adequate to support replacement of the lift stations identified in the 2021- 2022 CIP, projects would need to be pushed out in time until funds can be accumulated to cover the replacement costs. Equipment upgrades are necessary to ensure continued reliable operation of the Lift Stations.

ATTACHMENTS:

Attachment A: Description and Cost Estimate

Attachment B: Vicinity Map

Attachment A – Additional Project Information

Project Name

Targeted Equipment Upgrades for Wastewater Lift Stations 5, 6, 8, 11 and 15 Project

Project Discussion

Equipment replacements at Wastewater Lift Station Nos. 5, 6, 8, 11, and 15 (Project). The equipment replacements will be completed within the footprint of each lift station. No new easements or property acquisition are needed. Equipment replacements will involve replacement of pumps and rails, check valves, piping, on site emergency power generators, telemetry and control equipment and safety equipment.

Bid Results (to be completed after bid opening on March 24, 2022)

The project was advertised in the *Daily Journal of Commerce* on February 23, 2022, and March 2, 2022. Bids were received and opened on March 24, 2022. The city received two bids which are summarized below.

Bidder	Bidder Location	Bid Amount
Award Construction Inc.	Ferndale, WA	\$4,499,016.30
McClure and Sons, Inc	Mill Creek, WA	\$4,728,346.90
Engineer's Estimate		\$3,425,321.10

The escalation in bid pricing beyond the Engineers Estimate can be attributed to the following factors:

- There are only two bidders, indicating the contractors are very busy and probably already have enough work for 2022. Without a lot of competition, prices go up.
- The temporary wastewater pumping costs are substantially higher. Our estimation team got direct pricing from pump rental companies, so the increases are likely due to the contractors concluding our proposed temporary pumping scheme is not sufficient or, prices have substantially changed in the past few months, or they expect to take much longer to do the work.
- We don't know the specifics in the lift station lump sum bid items, so it is difficult to tell what items are driving the increase. It could be piping, concrete, coatings, and/or electrical. Prices for public works construction are increasing rapidly. We added some additional costs to reflect this, but clearly, they are increasing even faster than we thought. The average price between the two bidders shows an increase of more than 30% overall on the large lump sum items.
- Finally, ordering and delivery times are impacting all public works construction. Supplier price
 guarantees for bidding are currently limited in duration. These conditions present a great deal
 of uncertainty in pricing and justify a high risk in bidding which also increases costs.
- Finally, finding good construction staff is very difficult at this time. If the contractors have limited staff or can't hire sufficient people to do the work, that increases the costs.

All bidders' unit prices, extension and additions have been checked for accuracy and unbalanced bid items. The contractor's references were checked and found to be acceptable. Staff recommends awarding contract to Award Construction Inc.

Fiscal Information

Current Pr	oiect	Bud	get
------------	-------	-----	-----

Wastewater CIP	\$5,810,222
Additional Wastewater CIP	\$1,173,790
Total Funding	\$6,984,012

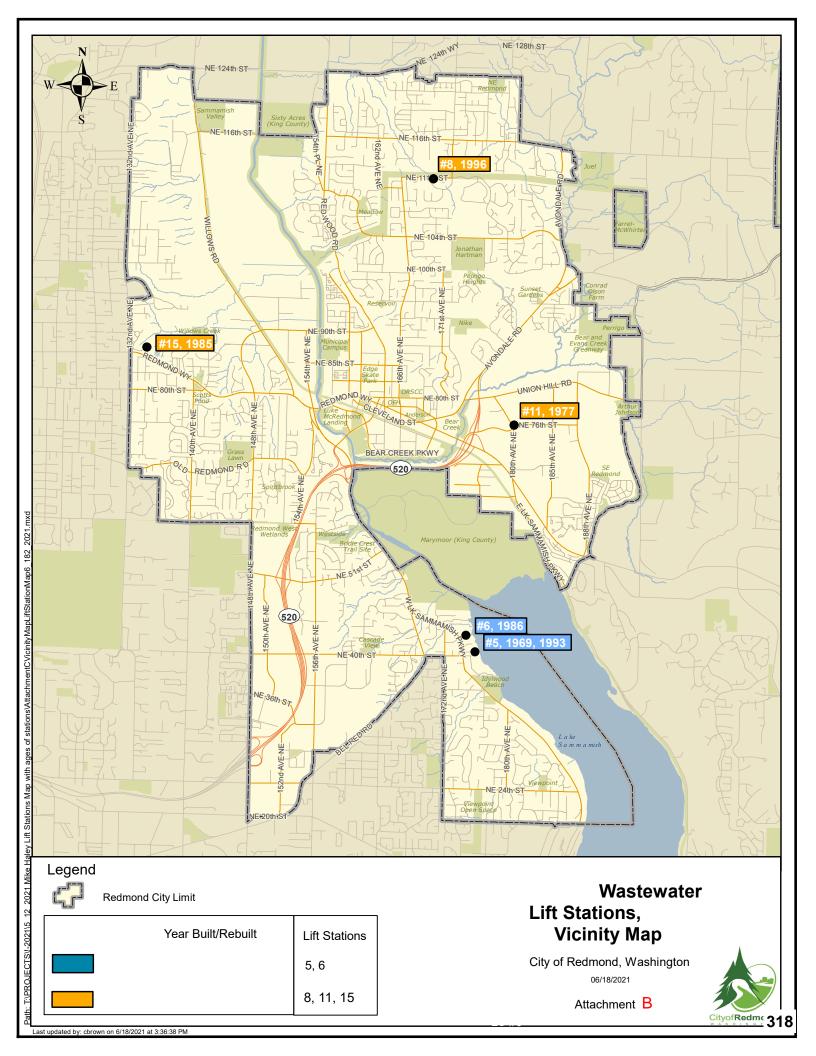
Estimated Project Costs

Latinated Froject Costs	
Preliminary Design	\$880,799
Design	\$550,000
Right of Way	\$0
Construction	\$5,251,713
Contingency	\$301,500
Total Estimated Project Cost \$6,984,0	

Budget Difference \$0

Previous Project-Related Council Touches

Date	Meeting	Action
7/14/2021	Committee of the Whole	Provide Direction
10/5/2021	Regular Council Meeting	Approve Consultant Agreement for Design





City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Meeting of: Committee of the Whole - Pla	File No. CM 22-297 Type: Committee Memo	
TO: Committee of the Whole - Planning a FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CONTACT(S):	nd Public Works	
	Carol V. Helland	425-556-2107
DEPARTMENT STAFF:		
	Sarah Pyle	Manager
Planning and Community Development	Jackie Lalor	Program Administrator
the round two 2022 matching grants from mandates for the 2022 event season, masecond window is to ensure that all pro	n the Tourism Fund. Due any producers did not kno ducers holding events in	dging Tax Advisory Committee (LTAC) for allocation o to the impacts of the pandemic and the uncertainty o ow last year if they would be able to host events. This 2022 had an additional opportunity to apply for the latter recovery.
event matching grants and aid in the city Additional Background Informati		
☑ Additional Background Information REQUESTED ACTION:		

N/A **Council Request:**

Other Key Facts:

The City of Redmond collects a lodging tax of one percent on each overnight stay at hotels located within Redmond and allocates these revenues to the Lodging Tax Fund. The purpose of the Lodging Tax Fund ("Tourism Fund") is to increase tourism in Redmond by attracting visitors from 50 miles or more away, especially overnight Date: 4/5/2022 File No. CM 22-297

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

visitors who stay in Redmond hotels, by funding event marketing, operation of special events, festivals, and/or tournaments.

Applications Received: The City received 14 external grant applications from non-profit and for-profit organizations. There were nine applications in round one for 2022 that were already approved by Council on November 1 for grant funds.

Criteria: Applications are reviewed against the program fund criteria for tourism promotion, which prioritizes:

- Benefit to the community
- Innovation
- Overnight stays
- Community support
- Partnerships
- The scale of the project
- Other funding sources and
- New or ongoing funding

Per Council's feedback from January 2020 and additional feedback from November 2021, the grant application criteria were broken out and application components that support the criteria were assigned points. Each application received a weighted ranking to increase equitable evaluation of the applications. The current criteria have been in place for approximately 10 years. City staff recently updated documents for this last round to further create clarity per the added direction provided by Council in November of last year as well as event producers. Additional criteria details and scoring methods will be provided to applicants moving forward.

A joint meeting between City Council and LTAC is planned for October 2023. That meeting is intended for an annual report, joint discussion, presentation of the proposed updated strategic plan, and rules of procedure; as well as a decision on the 2023 matching grants.

OUTCOMES:

LTAC recommends funding 13 of 14 applications that demonstrated alignment with the grant criteria and tourism goals. Recommended Round Two 2022 Applications:

- **1. Crossfire Challenge:** One of the state's largest reoccurring youth soccer tournaments hosted by Crossfire Premier Soccer Club, an affiliate of Lake Washington Youth Soccer Association. Location: 60-Acres; *Non-profit*
- **2. Crossfire Select:** Large three-day youth soccer tournament on the West Coast, an affiliate of Lake Washington Youth Soccer Association (separate event from Crossfire Challenge). Location: 60-Acres; Non-profit
- 3. Dribble, Shoot, Swish: 3 on 3 Basketball tournaments. Location: Downtown TBD; For-profit
- **4. ECNL Girl's Soccer Tournament:** Large girl's playoff soccer tournament that comes every 2-3 years (rotating venues). Location: 60-Acres; *Non-profit*
- **5. Evergreen Tabletop Expo:** Event for participants to design and play tabletop games but also includes panels, lectures, and contests. Location: Marriott; *Non-profit*
- 6. JBMV Junior Take Over: New junior track cycling clinics and racing event. Location: Marymoor Park; Non-profit
- 7. PNW Chalkfest: Chalk art festival. Location: Redmond Town Center; For-profit
- **8. Redmond Arts Festival:** Multiday event connecting the community to local artists. Location: Redmond Town Center; *Non-profit*
- 9. Second StoryRep: Live theater performances. Location: Redmond Town Center; Non-profit
- **10. Simon:** A one-day event with the World's Largest Game of Simon and also includes family-friendly games and a video game art exhibition at VALA Eastside. Location: Downtown Park and Redmond Town Center *Non-profit*

Date: 4/5/2022 File No. CM 22-297

Meeting of: Committee of the Whole - Planning and Public Works Type: Committee Memo

- **11. Sip Redmond Wine Walk:** Inaugural Sip Redmond Wine Walk weekend in August to coincide with the Washington State Wine Commission's August month-long wine activities. Location: Redmond Town Center; *Non-profit*
- **12. Winter Festival Holiday Market:** Will coordinate with Redmond Lights and bring vendors, music, multicultural entertainment, and interactive activities to the City that highlights our multicultural residents. Location: Downtown Park/Redmond Town Center TBD; *Non-profit*
- **13. Youth Mariachi Conference:** A three-day Youth Mariachi Conference, the first-ever in Western Washington, will invite acclaimed, professional Mariachi musicians to lead and instruct a cohort of 100-125 youth musicians from across the region. Location: Old Fire House Teen Center TBD; *Non-profit*

Match Requirements: One of the events recommended for funding did not include a match equivalent to their recommended awards. For all applicants, staff will require proof of matching funds. If the match is not met, the awarded amount shall be reduced to the documented match provided.

Other Grant Requirements: Of the applications received, one did not meet the requirements necessary to be considered - Let's Move Redmond: The event is limited in its external audience, does not generate significant traffic to local businesses or night's stay. This event may be eligible for other grants.

Conflicts of interest can occur due to a requirement that the board members must either be an entity for which the tax is charged or an entity that can receive grant dollars. Additionally, it is encouraged that members are active in the community and tourism.

Per <u>MRSC guidance https://mrsc.org/Home/Research-Tools/Ask-MRSC-Archives/Legal.aspx</u>, members may participate in votes of *recommendation* where a conflict might be present.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

Timeline (previous or planned):

Application window January 25, 2022 - February 16, 2022

- Outreach Methods and Results:
 - o Application notification via e-mail
 - O Application window notification via enews and press release
 - o Application window messaging from local partners
- Feedback Summary:

N/A

BUDGET IMPACT:

Total Cost: A total of \$160,000 for matching grants is recapproval.	ommended by	the Lodging Tax	Advisory Committe	ee for City Council's
Approved in current biennial budget:		□ No	□ N/A	
Budget Offer Number:				
000250 - Community and Economic Developr	nent			
Budget Priority : Vibrant and Connected				

Date: 4/5/202 Meeting of:	ate: 4/5/2022 leeting of: Committee of the Whole - Planning and Public Works			File No. CM 22-297 Type: Committee Memo		
Other budge <i>If yes, explai</i> N/A	et impacts or additional costs: in:	□ Yes	□ No	□ N/A		
Funding soul Lodging Tax	rce(s):					
Budget/Fund N/A	ding Constraints:					
☐ Addit	tional budget details attached					
COUNCIL RE	VIEW:					
Previous Cor	ntact(s)					
Date	Meeting			Requested Action		
	Item has not been prese	nted to Council				
				•		

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Receive Information
5/3/2022	Business Meeting	Approve
10/11/2022	Study Session	Receive Information
11/1/2022	Business Meeting	Approve

Time Constraints:

To allow adequate time for applicants to plan appropriately with their available funding and to being alignment with state decision timelines, we would like to complete the grant approval process no later than May 3, 2022.

ANTICIPATED RESULT IF NOT APPROVED:

If the LTAC recommendation is not approved, proposed events would not receive matching grant funds from the City and may be unable to proceed as planned.

ATTACHMENTS:

A. General Tourism and LTAC FAQ and Overview-2022

B. Grant Application Matrix

C. Slides

LTAC and Tourism Overview

What is LTAC's role per current RMC 4.37 and RCW 68.28?

- LTAC can advise on the creation of a Lodging Tax;
- o The increase or reduction of a Lodging Tax; or
- The Repeal of a lodging tax
- How the funds are used. At the city LTAC and City Council predetermined how the tax dollars are spent via an adopted allocation split.
 - 50% to marketing
 - 39% to City Events
 - 2% to administration
 - 9% to event grants

What is the process or requirements for City Arts and Events Dollars?

They do not have to go through the grant process. The money was designated outright and is not part of the annual event grant process or 9% allocation.

All dollars allocated to City arts and events shall follow the same guideline and limitation on how the dollars may be spent. All funds use must align with expenditures requirements in RCW 68.28 and City specific handouts or instructions (updated in 2022).

At the end of each calendar year the city will need to provide an outline of how the dollars were used, and performance summary data like that of the grants. The city is required annually to submit summary outcomes for all uses of tax dollars that went to any events.

If there are any unused funds at the end of the year those dollars shall be transferred back to the end fund balance. Finance may determine preference on annual transfer of allocated funding upfront and retransfer of an unspent funds or smaller transfers throughout the year.

Annual Grants:

The city has been funding local events using Lodging Tax for over ten years. The process has verified and there is limited documentation of the programs structure or approach beyond five years ago. Through recent audits (2020-2021) and meetings with the city attorney some inconsistencies were discovered. Examples include, how criteria was evaluated, the application process and windows, Parks city events being required to participate and some funded events did not aligned with RCW 68.28. Additionally, while many city grants and contracts that are for amounts less than \$50k are process administratively, the Tourism grants have gone through council. This is neither correct nor incorrect. It is an acceptable process.

As of 2022 the city has revised the criteria for the grant awards in response to LTAC and council feedback, as well as to ensure better alignment with RCW 68.28. In response to council's feedback requesting reduced subjectivity in the evaluation of the grants, a weighted ranking method was created. It has been revised twice since its creation in 2021 and will be refined annually as needed.

Per the City Attorney RCW 68.28 states that the legislative authority shall appoint LTAC board members. However, when speaking about who makes the decision on the grants it states that LTAC shall make grant recommendation to the Municipality. It does not state the legislative

body. Due to this language, it was confirmed that it does offer some flexibility in how grant decisions are made. Examples below:

- LTAC recommends to City Council this was the common approach we found among other cities
- LTAC recommends criteria and weighted evaluation for approval to CC and then upon approval their recommendation on grants is given final decision by an administrative designee
- 3. LTAC recommends to an Administrative designee.

Currently staff does not recommend change but does suggest the discussion continue.

Grants are typically opened once per year but will be made available twice in 2022 in response to the uncertainty the pandemic has created.

It is common that in previous years the end fund balance has been used to supplement and award all grant applications. 2020- present Lodging tax revenue has decline dramatically. If not strategic, the end fund balance could be depleted over a few years.

Marketing:

The city has a current contract with Bullseye Creative. The contract is in its last renewal option and will require an RFP be completed prior to the conclusion of the contract. Due to the reduction of revenue, it is likely that the 2022 and 2023 revenue allocation of 50% will not cover the contracted amount and marketing costs. The end-fund balance will need to be used.

Budget:

The end fund balance has approx. \$800K in it. It will need to support annual grants to ensure large events supporting hotels and business return and will need to support the marketing contract. During the Strategic Plan, budget process and joint meeting with council, LTAC is anticipated to want to discuss the current revenue split and amount being award to city events and those events' impacts on nights stays and businesses.

Rules and Procedure:

LTAC does not have rules and procedures adopted as required by the RMC. LTAC reviewed a draft version during their 3/8/2022 meeting. Once approved they will be included for council's approval with the October grant recommendations, revised criteria, Strategic Plan Presentation and LTAC/ CC joint meeting.

Tourism Strategic Plan:

Staff prepared drafts for LTAC to approved during their 3/8 meeting based upon their feedback in 2021. Following their discussion and approval the Strategic Plan will be finalized and presented in October to Council.

Annual Joint Meeting:

Each year LTAC and CC are to have a joint meeting. This has not occurred in the past and has been requested by both LTAC and Council. At this time the goal would be to earmark adequate time for the joint meeting in October and present all updates at that time.

LTAC Board members:

The board is required to have a minimum of five members. One Council Member, two members who represent those being charged the tax and two members who represent organizations who host or put on events. The board may exceed five members, but must keep non-council membership seats balanced.

There have been several concerns regarding conflicts of interests by council. The RCW 68.28 lays out requirements of the board members. Conflict is inherent to those requirements and intentional so that those being taxed and benefiting form the tax directly have a voice in the use of the funds. Additionally, MSRC provides expanding information on the voting approach of members with events seeking grant funding: https://mrsc.org/Home/Research-Tools/Ask-MRSC-Archives/Legal.aspx#ls-there-a-conflict-with-a-Lodging-Tax-Advisory-Co

Meeting Agendas, Minutes and Notice:

- LTAC has limited authority and a narrow focus. For those reasons the board meets 3-5 times a year. Because they do not meet at a regularly scheduled time special meeting notice is required to be issued prior to each meeting.
 - An agenda shall be posted in advance of the meeting.
 - The chair shall call for agenda and meeting minuet approval.
 - Due to the infrequency of the meetings draft mins shall be posted following each meeting and replaced by approved mins as soon as available.
- There are no approved meeting mins prior to 2021.

History of LTAC:

How did the Lodging Tax Advisory Committee begin?

An advisory committee was assembled in accordance with the State regulations to weigh-in on the creating of a hotel/ motel tax.

- When was Committee and Tax implemented?
 - o 1998 LTAC was formed
 - o 1999 the Lodging tax was implemented
 - Funding for this program is made possible through revenues Redmond collects from a one percent (1%) lodging tax on the rental of hotel/ lodging rooms in Redmond.
- Where does the funding come from?
 A 1% tax is charged on each overnight stay at Redmond hotels and motels.
- What are the goals and limitations of the revenue?
 - Must be used to attract visitors external to the city. Due to the funding being generated by our local hotels, grants and uses of the tax revenue often prioritizes efforts that will support hotels night stays, but attraction of external visitors to our small businesses and enrichment of the community is also heavily weighted.

 As an example, events that would likely draw only Redmond residents in majority would not align with the goals of the tax.

Criteria	Weighted Evaluation	Scoring Method	Crossfire Challenge	Crossfire Select Cup	Dribble Shoot Swish Basketball	ECNL Girl's Soccer Tournament	Evergreen Tabletop Expo	JBMV Junior Take Over	Let's Move Redmond	PNW ChalkFest	Redmond Arts Festival	SecondStory Rep	Simon- OneRedmond Foundation	Sip Redmond Wine Weekend- OneRedmond Chamber	Winter Festival- OneRedmond Foundation	Youth Mariachi Conference
	Will the event attract regional visitors and not have a primary audience of Redmond residents? (total attendees more than 50 miles/overall attendance; also consider non-redsident percentage in question 1) in question 1)	Yes (>40% of attendees) = 3 Somewhat (15-39% of attendees) = 2 Small amount (5-14%) = 1 No*(<5%)=0 *No to this auestion disqualifies the application as it	3	2	1	3	2	3	1	2	1	1	2	2	2	2
	Attendance scale	Two to this question disqualmes the application as it is not al fieldable celtrision 15,000 or greater = 6 15,000 - 9,999 = 4 1,000 - 4,999 = 2 500-999 = 2 100-499 = 1	6	6	5	5	1	2	3	6	6	3	1	1	3	2
Tourism Promotion (18 points)	Will the event build a new audience for the City? (i.e. spectators for a sport not previously held in the City or other activity the City has not previously attracted guests for)	100-499 = 1 Yes = 3 Somewhat = 2 Minimal = 1 No = 0	0	0	2	0	0	3	0	0	0	0	1	2	2	3
	If this project was held previously, did previous years meet or exceed projected attendance for this year(s)? "May need to discuss/provide flexibility if panel believes Covid has any impact	Exceeded = 3 Met = 2 Just missed = 1 N/A = 0	3	2	0	-1	3	0	0	2	3	3	-1	0	0	0
	Is the project likely to support or defract from local businesses? (i.e. promotes multiple hotel stays, project is in an area surrounded by businesses that will benefit with positive revenue from the event etc.)	Not close (>15% miss) = -1 Supports many local businesses = 3 Supports a few local businesses = 2 Minimal support or not defined = 1 Detracts from local businesses = 0	3	3	2	3	2	2	1	3	3	2	2	3	2	2
Tourism Promotion - Attributable lodging	Generates night stays (paid lodging nights/total attendance) *Note- this calculation will give a higher percentage for points if more nights are involved	Large (>10% of attendance) = 5 Medium (4-10%) = 3-4 Small (1-3%) = 1-2 None (<0.9%) = 0	5	5	3	5	5	5	1	0	1	1	5	5	1	5
stays (8 points)	If event held previously, did previous years meet or exceed projected lodging nights for this year(s)? "May need to discuss/provide flexibility if panel believes Covid has any impact	Exceeded = 3 Met = 2 Just missed = 1 N/A = 0 Not close (>15% miss) = -1	2	1	3	1	-1	0	0	-1	-1	3	-1	0	0	0
	Event increases awareness of the City's amenities, history, facilities, and natural environment (i.e. project is held at a historical building, City facility or park, City or county owned outdoor space including parks and trails, within a hotel located in Redmond, or surrounded by multiple Redmond businesses?)	Yes = 3 Somewhat = 2	2	2	2	2	3	2	2	3	2	1	2	2	2	2
Benefit/impact to the community (10 points)	Project benefits (attracts/impacts) the overall community or a segment of the community?	Overall community = 3 Most of the community = 2 Segment of the community = 1 None of the community= 0	1	1	1	1	1	1	2	3	2	3	2	1	3	1
	Is the project produced or event run by a woman, veteran, BIPOC, LGBTQ+, or persons with disabilities?	Yes = 2 No = 0	0	2	0	0	2	2	2	2	0	2	2	2	2	2
	Has the event taken place for three or more years?	Yes = 2 No = 0	2	2	2	2	2	0	0	2	2	2	0	0	0	0
	Is the event innovative or offer something unusual or unique?	Yes = 5 Somewhat = 3-4														
Innovation (5 points)	Yes (5)- no event/project of this kind has been done before Somewhat (3)- only a handful of projects/events like this have taken place in Redmond or elsewhere/OR this event is going in a new and unique direction	Minimal = 1-2 No = 0	0	0	0	0	2	5	3	0	0	0	3	0	3	4
	Minimal (1)- Many projects/events like this have taken place but, not in Redmond in the last 5 years No (0)- Many events like this have taken place in Redmond and elsewhere															
	Does the project/event have broad-based community support? The overall community supports this event and has a positive attitude about it (3) Most of the community supports this event and has a positive attitude about it (2)	Overall Community Support = 3 Most of the Community Supports = 2 Segment of the Community Supports = 1 Little community support = 0	1	1	1	1	1	1	2	3	3	3	2	2	2	2
Community Support (6 points)	A very small segment of the community supports or is impacted by this project (1) There is little support for this event in the community (0) Is there evidence/data there is a need or want in the community for	Yes = 3														

	this project? Yes- there is clear data that this project is needed/wanted in our community (3)	Somewhat = 2 Minimal = 1										ì				
	Somewhat- there is minimal data available, but it appears this project is needed and wanted in our community (2)	None = 0	2	3	2	2	2	2	2	3	2	3	1	2	2	2
	Minimal- there is little or no data and it's difficult to infer that this project is needed or wanted by the community (1)															
	None- there is no data, and we can reasonably assume this project is not wanted based on other information (0)															
Partnerships (3 points)	Does the event include volunteer involvement, inter-jurisdictional, corporate, business and/or civic organizations?	Yes (multiple) = 3 Somewhat = 2 Minimal = 1 No = 0	2	2	1	3	1	2	3	3	1	3	3	3	2	2
	Project has additional funding sources supporting the event?	Yes = 3 No = 0	3	3	3	0	0	3	3	3	3	3	3	3	3	3
Funding	is this funding request for a new project/event or to continue or expand on-going project/event?	Yes, new project = 3 Yes, expand existing project = 1-2 No = 0	1	1	3	1	1	3	1	1	1	1	1	3	3	3
(11 points)	Is the event produced by a non-profit* or not for profit? *must provide proof	Yes = 3 No = 0	3	3	0	3	3	3	3	0	3	3	3	3	3	3
	Has the event applied for other City grants?	Yes = 0 No = 2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Door applicant march and	TOTAL SCORE		41	41	33	33	32	41	31	37	34	39	33	36	37	40
Does applicant meet mir Estimated project lodgin			yes 8,400	yes 4,500	yes 600	yes 12,000	yes 60	yes 60	no 10	yes 236	yes 200	yes 30	yes 40	yes 30	yes 40	yes 115
	e? Amount of additional funding event will have. This is the amount			-												
they are demonstrating the	ey can meet the match with.		\$ 450,000	\$ 226,000	\$ 60,000	\$ -	\$ 7,000	\$ 4,000	\$ 25,000	\$ 30,750	\$ 27,000	\$ 72,700	\$ 50,000	\$ 20,000	\$ 35,000	\$ 25,000
requesting?	nosal? Did the application show they can match what they are		yes	yes	no	no	no	yes	yes	yes	yes	yes	yes	yes	yes	yes
Amount applicant requested for grant?			\$ 50,000	\$ 17,500	\$ 75,000	\$ 50,000	\$ 7,000	\$ 4,000	\$ 5,000	\$ 25,000	\$ 12,000	\$ 32,000	\$ 25,000	\$ 20,000	\$ 25,000	\$ 25,000
nights)	ted lodging night requested? (requested grant \$/total lodging	This tells us the grant \$ cost for each projected lodging night	\$ 5.95	\$ 3.89	\$ 125.00	\$ 4.17	\$ 116.67	\$ 66.67	\$ 500.00	\$ 105.93	\$ 60.00	\$ 1,066.67	\$ 625.00	\$ 666.67	\$ 625.00	\$ 217.39
Grant Amount Recomme	ended in Past by LTAC?		\$30K (2019); \$45K (2020- N/A)	\$16,000 (2021)	N/A	N/A	N/A	N/A	N/A	20K (2019, 2018, 2017)	8K (2019); 5K (2018); 5K (2017)	\$8K (2019); 6K (2018); 6K (2017)	\$3,750 (2019)	N/A	N/A	N/A
Grant Amount Recomme discussion)	ended in 2022 by LTAC? (starting estimate provided for further		\$ 35,000	\$ 17,000	\$ 15,000	\$ 25,000	\$ 5,000	\$ 3,500	\$ -	\$ 20,000	\$ 7,000	\$ 8,000	\$ 3,000	\$ 2,500	\$ 10,000	\$ 9,000
Recommende	d grant dollars per projected lodging night requested?		\$ 4.17	\$ 3.78	\$ 25.00	\$ 2.08	\$ 83.33	\$ 58.33	\$ -	\$ 84.75	\$ 35.00	\$ 266.67	\$ 75.00	\$ 83.33	\$ 250.00	\$ 78.26
Notes about scoring			High nights stays and restaurant impact. Staple in community. Every year comes back.	High nights stays and restaurant impact.	High nights stays (relative to other applications) and restaurant impact. We chose to use 11,500 attendees for calculation (avg). Location still TDB but trying to DT Redmond.	High nights stays and restaurant impact impact applicant did not appear to understand funding questions and has not confirmed information. Not re-occurring, Comes every 2-3 years.	Nights stays and some small business impact expected. Share why a lower amount-funding constraints, higher conversion rate than most other applicants but we want them to come back. Discuss completion of application for future.	Other event given 57,500 w/2K attendance & 150 lodging nights (550 per overnight).	Low regional impact. Over 50 miles number is only 10 but non-Redmond estimated at 20%+. Also event is open to public but narrow focus and if food offered will encourage businesses to be impacted.	Hotel impact(?), very high impact on businesses, great art representation, large audience for local businesses.	Discuss regional numbers - large attendance numbers bring down their regional appeal qualifying aspect. However, they expect more lodging stays than others that qualify. (2/24/22)- Jackie updated first red box from 0 to 1 after speaking to applicate. Make a recommendation for a different future date due to Derby Days and multiple other events that same weekend.	Lower impact on hotels, high impact on businesses.	Lower impact on hotels, provides national coverage of city and amenities.	Lower impact on hotels, high impact for businesses. Can couple with something else in the future like December Woodinville passport program etc.?	Will have large external draw, innovative, supports Redmond visions and no others like it nearby, Potential for growth. Would like them to partner with RL and other winter events.	Decent nights stay and restaurant impacts.
Conditions: all applicants must show proof of match and applicable expenses Note: no award of funds can exceed 50% of the cost of the project				Conditions- grant is a ratio of their night stays so if 300 (50%) then they get 50% of grant.	Funding section was not complete. Must show proof of match for grant dollars to be released.											

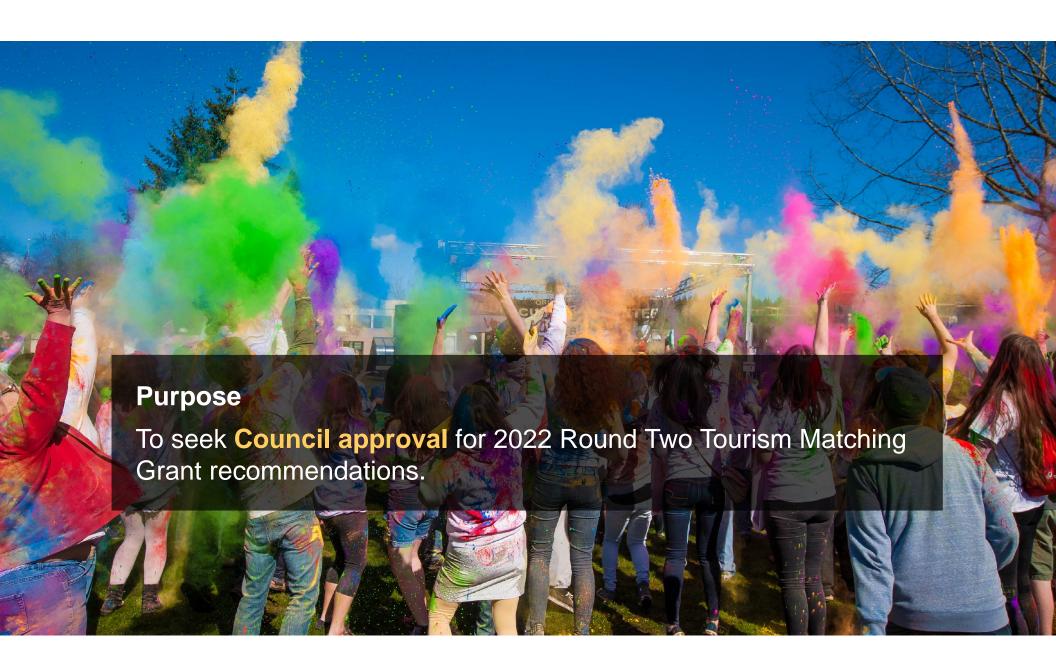
Total LTAC Recommended

2022 Round Two Tourism Matching Grants

April 19, 2022

Sarah Pyle, Manager of Community Development & Implementation Jackie Lalor, Tourism Program Administrator





Project Overview



- Grant dollars come from the 1% lodging tax fund paid through overnight stays at Redmond hotels or motels.
- The City approves annual grants for events held locally that draw in visitors from outside of the City.
- These events should help promote local tourism through generating overnight stays and supporting small businesses.



Who is the Lodging Tax Advisory Committee (LTAC) Comprised of?

- Three hoteliers
- Three persons associated with organizations that could benefit from the tax
- Council Chair





Grant Limitations

- Events that only draw local residents would not meet funding requirements.
- Events must show proof of match and expense requirements for funds to be released.

Project Background

- Round one for 2022 funding closed in August 2021 and Council approved funds for nine applicants.
- A second application round was held for 2022 due to the uncertainty for event producers related to COVID-19.
 - The City received 14 applications this round.
 - LTAC reviewed all applicants on March 8, 2022 and made the recommended funding amounts based on weighted criteria scoring and discussion.



LTAC Recommendation

- Approve 13 of the 14 applicants for a total of \$160,000.
- One applicant was not approved as they did not meet the minimum requirements.
- One applicant is approved on the condition that they receive funds based on the percentage at which they meet their lodging night estimates.
- The release of funds is conditional for all applicants in that they
 must provide adequate proof of match requirements and
 acceptable grant expenses.



Any Questions?





N/A

City of Redmond

15670 NE 85th Street Redmond, WA

Memorandum

Date: 4/5/2022 Meeting of: Committee of the	Whole - Planning and Public Wor		File No. CM 22-275 Type: Committee Memo				
TO: Committee of the Whole - FROM: Mayor Angela Birney DEPARTMENT DIRECTOR CON	•						
Public Works	Phil Williams	425-556-2	880				
DEPARTMENT STAFF:	<u> </u>	•					
Public Works	Steve Flude	City Engineer					
Public Works	Paul Cho	Engineering Manager					
Public Works	Steve Hartwig	Engineering Supervis					
Public Works	Adnan Shabir	Senior Engineer					
At the committee, and with the council study session on May 1	e time available, Staff will presen	t the outline of a detailed p					
REQUESTED ACTION:							
☑ Receive Information	☐ Provide Direction	☐ Approve					
REQUEST RATIONALE:							
 Relevant Plans/Policie Transportation Manag Required: N/A Council Request: 							

Date: 4/5/2022 Meeting of: Committee of the Whole - Planning and Public Works	File No. CM 22-275 Type: Committee Memo
Other Key Facts: Streets Operations purchased a crack sealer in 2021 to crack seal nei in Fall 2021. Additional crack sealing is planned in phases in the c meant for roads that are already in good condition to maintain them of the City's arterials are not candidates for crack sealing due to their	oming years. Crack sealing operations are n in good condition for a longer time. Most
OUTCOMES: Pavement is one of the highest value assets the city maintains, and it is rapi increase our current investment levels the less costly it will be to bring pavement.	
Well maintained pavement is a vital part of the City's transportation network movement of commerce, connects people to their destinations, and supports citizens safe access to schools, services, work, and leisure activities.	
Additional investment in the City's pavement infrastructure is needed to ensure network.	re the long-term sustainability of our street
 COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT: Timeline (previous or planned): N/A Outreach Methods and Results: N/A Feedback Summary: N/A 	
BUDGET IMPACT: Total Cost: 2021-2026 Approved CIP Paving Projects: \$8.8 Million	

□ No

□ No

□ N/A

□ N/A

Approved in current biennial budget:

Other budget impacts or additional costs:

Budget Offer Number:

Vibrant and Connected

Budget Priority:

If yes, explain:

N/A

Date: 4/5/2022 File No. CM 22-275 Meeting of: Committee of the Whole - Planning and Public Works **Type:** Committee Memo

Funding source(s):

Budget/Funding Constraints:

N/A

☑ Additional budget details attached (Attachment A)

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	This item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
4/19/2022	Business Meeting	Receive Information

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

Pavement conditions will continue to decline due to lack of adequate investment. Delay will significantly increase the cost to bring pavement conditions to acceptable levels, particularly on the city's arterial street system.

ATTACHMENTS:

N/A