



TO: Mayor and Councilmembers

FROM: Jaime Valdez, Interim Neighborhood Services and Public Safety Director

CONTACT: JoAnne Plummer, Parks and Recreation Manager

SUBJECT: Award of Construction Contract of New Play Equipment at Winchester 2, Berkeley and Andamar Parks and New Fitness Equipment at Winchester 1 Park

RECOMMENDATION:

- A. Authorize the City Manager to execute a construction contract with R.E. Schultz Construction, Inc. for the CIP Project No. 9066 Miscellaneous Park Improvements and CIP Project No. 9108 Winchester 2 Park Improvements in an amount not to exceed \$492,134, subject to the requirements of the contract documents; and
- B. Authorize the City Manager to approve contingency contract change orders, if necessary, in an amount not to exceed \$59,057 for the CIP Projects No. 9066 and No. 9108.

BACKGROUND:

In 2015, the adopted Recreation Needs Assessment identified improvements needed at a variety of parks in the City of Goleta. The parks were prioritized, and three parks emerged as needing playgrounds replaced and access improved: Andamar Park, Winchester 1 Park and Winchester 2 Park. This Project was approved in the 2016 CIP Project as CIP No. 9066.

In 2017, an evaluation of existing playgrounds was completed and a swing set at Berkeley Park was identified as dangerous and recommended for replacement. The damaged equipment was immediately removed in the interest of public safety. During the following budget process, playground replacement for this park was added to CIP No. 9066.

In 2019, the City Council received two separate reports to discuss the possible layouts for the playground equipment at Winchester 2 Park. Neighbors had reported problems with a lack of tree maintenance, flooding, and drainage at this location. Concerns were expressed related to how the playground may impact the other uses in the park such as soccer, picnicking and t-ball.

Prior to the meeting on February 19, 2019, staff had reached out to neighborhoods in the vicinity of the park and posted signs about the meeting in the park to make sure that all of those impacted by the improvements had the opportunity to express their concerns. Numerous letters and emails were received, most expressing concerns with a layout at the north side of the property, close to the busy Calle Real traffic. Council reviewed multiple layouts of the playground and chose Option D as the final layout. In the motion, staff was asked to re-evaluate the site due to recent fallen trees to determine if the layout could be flipped, moving the taller elements to the north side of the design. Due to the trees lost in a storm earlier that year, the layout for Option D was able to be flipped, placing the swings at the south side of the layout and the taller play features further north in the design. Additionally, the Americans with Disabilities Act (ADA) compliant walkway will run from the sidewalk on Calle Real to the playground.

The concerns that were raised regarding Winchester 2 Park's drainage would need to be evaluated by an outside agency before construction would begin. Not knowing if the challenges at Winchester 2 Park would be significant, staff requested that Winchester 2 Park be placed as its own project in the Fiscal Years 2019-20 and 2020-21 CIP Budget as CIP No. 9108.

In late July of 2019, the City contracted with Stantec for engineering and surveying services. Over the next few months, Stantec conducted evaluations on this site to include percolation tests. The result was a finding that the natural flow of the property does flow towards Warwick Place and clay was found in the soils, which can slow percolation after heavy rains.

In early 2020, questions were raised related to the ADA accessibility requirements at all the locations. The plan was to ensure that there was at least one ADA pathway leading to the new features and the surfacing material would include a unitary product that was compliant with ADA access. While it is ideal to have multiple accessible pathways, only one is required at the time of the park improvements. As other improvements arise in the future, additional access pathways will be evaluated for inclusion with those projects.

DISCUSSION:

In December of 2020, the City Council authorized staff to advertise for construction and installation of the equipment and ADA pathways for four park locations including Andamar Park, Winchester 1 Park, Winchester 2 Park and Berkeley Park. Staff filed the Notices of Exemption with the County of Santa Barbara for all four locations per the CEQA guidelines in January of 2021. If a local jurisdiction files a Notice of Exemption on a project, the time to challenge the adequacy of the exemption is 35 days, which would have been February 23, 2021. No timely challenges were made.

Staff solicited competitive bids for the Project on the City's website and Planet Bids on March 2, 2021. All bids were received electronically by Planet Bids and were opened at 3:00 pm on Monday, March 29, 2021. A total of three bids were received. A summary of the bids received is shown in the table below.

Contractor	City	Bid Amount
R.E. Shultz Construction, Inc	Orange	\$492,133.80
Central Coast Playgrounds, Inc	Orcutt	\$523,028.00
Three Peaks Corp	Calimesa	\$601,002.50

As shown above, R.E. Shultz Construction, Inc was the lowest responsible bidder. As such, staff is recommending the City Council authorize the City Manager to execute a construction contract with R.E. Schultz Construction, Inc. for the CIP Project No. 9066 Miscellaneous Park Improvements and CIP Project No. 9108 Winchester 2 Park Improvements in an amount not to exceed \$492,134, subject to the requirements of the contract documents (Attachment 1).

In past meetings, staff has committed to providing the Material Safety Data Sheets (MSDS) for the unitary playground surfacing material for Council's review and approval. The MSDS sheets included as Attachment 2 is for the product that has been specified for this Project and has been used most recently at Jonny D. Wallis Neighborhood Park and the field behind the Goleta Valley Community Center. Staff is anticipating the contractor may submit a request to substitute another product for consideration. The MSDS sheets for the anticipated proposed product have been included as Attachment 3. If this product is submitted, staff will evaluate the benefits of the substitution and make a determination in the best interest of the City for safety, maintenance, and fiscal purposes.

FISCAL IMPACTS:

The total construction contract of \$492,134 plus the contingency contract change order of \$59,057 totals approximately \$551,191. There is currently \$606,437 allocated in the Fiscal Year 2020-21 budget for the installation of these four park sites, which includes ADA site improvements, equipment installation, unitary playground surfacing, contingency, and construction management. Quotes for construction management are currently underway and are anticipated not to exceed \$50,000, which would not require additional appropriations. The budget is primarily supported by Park Development Impact Fees (Park DIF). The table below summarizes the current budget available to support the recommended contract and contingency contract change orders.

Fund Type	Account	Project Name	FY 20/21 Available Budget
Park DIF	221-90-9066-57071	Misc. Park Improvements	\$339,537
Park DIF	221-90-9108-57071	Winchester II Park	\$266,900
Total			\$606,437

ALTERNATIVES:

Council may choose not to move forward with the installation of the playgrounds at this time, but the improvements would not take place. Moreover, staff would need to find an

alternate location to store the purchased equipment that is currently at the warehouse at the site of the future Goleta Train Depot.

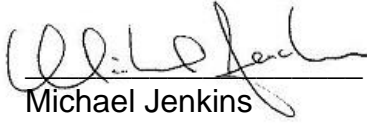
Reviewed By:

Legal Review By:

Approved By:



Kristine Schmidt
Assistant City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Construction Contract with R.E. Schultz Construction, Inc.
2. MSDS Sheets for Unitary Surfacing Material (SpectraTurf)
3. MSDS Sheets for Anticipated Unitary Surfacing Material Alternate (TotTurf)

ATTACHMENT 1

Construction Contract with R.E. Schultz Construction, Inc.

**PUBLIC WORKS CONTRACT
BETWEEN THE CITY OF GOLETA
AND
R.E. SCHULTZ CONSTRUCTION, INC.**

This Public Works Contract (herein referred to as "CONTRACT") is made and entered into by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **R.E. SCHULTZ CONSTRUCTION, INC.** (hereinafter referred to as "CONTRACTOR").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for the Miscellaneous Park Improvements CIP No. 9066 and 9108 Project, bids were received, publicly opened, and declared on the date specified in the notice.

B. On the _____, Goleta's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR and the City Council, approved this CONTRACT and authorized the City Manager to execute the CONTRACT with CONTRACTOR for furnishing labor, equipment and material for the Miscellaneous Park Improvements CIP No. 9066 and 9108 Project in the City of Goleta.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Miscellaneous Park Improvements CIP No. 9066 and 9108 Project in the City of Goleta. The work shall be performed in accordance with the Plans and Specifications (and as generally described in the "Notice Inviting Sealed Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.
2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Goleta City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this CONTRACT and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and

in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written CONTRACT, the provisions of this CONTRACT, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete CONTRACT between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within the timeframe specified in the Contract Documents from the date of the notice to proceed. By signing this CONTRACT, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of \$1000 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.
5. PREVAILING WAGES:
 - A. Pursuant to Labor Code Sections §§1720 *et seq.*, including but not limited to sections 1771, 1774 and 1775, and as specified in Title 8, California Code of Regulations, Section 16000 *et seq.*, CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.
 - B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at <http://www.dir.ca.gov/DLSR/PWD>. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.
 - C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5, 1777.6 and 3098 concerning the employment of apprentices by

CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- (1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or
- (2) When the number of apprentices in training in the area exceeds a ratio of one to five, or
- (3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- (4) When assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

Pursuant to Labor Code § 1776, CONTRACTOR shall comply with all Department of Industrial Relations registration requirements.

E. CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

F. CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

G. Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

- H. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this CONTRACT. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.
6. LEGAL HOURS OF WORK: CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. Except as provided by Labor Code Section 1815, the CONTRACTOR shall, as a penalty to the CITY, forfeit twenty five dollars (\$25) for each worker employed in the execution of the Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 (commencing at Section 1810) of the California Labor Code.
7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this CONTRACT as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
8. CONTRACTOR'S LIABILITY: The CITY and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnites harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

- a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will

pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

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

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the CONTRACT and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this CONTRACT or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the

CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS: In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this CONTRACT. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.
10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. INSURANCE: With respect to performance of work under this CONTRACT, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.
12. ASSIGNMENT: This CONTRACT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.
13. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.
14. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

15. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this CONTRACT any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Goleta business license, if required under CITY ordinance.
16. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this CONTRACT and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for three years after the expiration of this CONTRACT. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.
17. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this CONTRACT will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.
18. WHOLE AGREEMENT: This CONTRACT supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.
19. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this CONTRACT represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this CONTRACT have the legal power, right, and authority to make this CONTRACT and to bind each respective party. This CONTRACT may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.
20. NOTICES: All notices permitted or required under this CONTRACT shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this CONTRACT. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF GOLETA
130 Cremona Drive, Suite B
Goleta, CA 93117
Attn: City Manager

CONTRACTOR
R.E. Schultz Construction, Inc.
1767 North Batavia Street
Orange, CA 92965

21. DISPUTES: Disputes arising from this contract will be determined in accordance with the contract documents.
22. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this CONTRACT because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.
23. NO THIRD PARTY BENEFICIARY: This CONTRACT and every provision herein is for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the CONTRACTOR's or the CITY's obligations under this Contract.
24. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.
25. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES: The Parties agree that this CONTRACT, agreements ancillary to this CONTRACT, and related documents to be entered into in connection with this CONTRACT will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
26. GOVERNING LAW: This CONTRACT shall be governed by the laws of the State of California, and exclusive venue for any action involving this CONTRACT will be in Santa Barbara County.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT with all the formalities required by law on the respective dates set forth opposite their signatures.

This CONTRACT is executed on this the _____ day of June, at Goleta, California, and effective as of June _____, 2021.

CITY OF GOLETA:

CONTRACTOR:

Michelle Greene, City Manager

Richard Schultz, President

ATTEST:

1007195 A,B, C61/D34
State of California License No.

Deborah Lopez, City Clerk

1000033385
Department of Industrial Relations
Registration No.

(714) 649-2627
Business Phone No.

APPROVED AS TO FORM:
MICHAEL JENKINS, CITY ATTORNEY

CONTRACTOR'S Emergency Phone
No. at which contractor can be reached
at any time

DocuSigned by:


A1BF8F896161498...
Winnie Cai, Assistant City Attorney

EXHIBIT A
NOTICE INVITING SEALED BIDS

SECTION A NOTICE INVITING SEALED BIDS

NOTICE INVITING SEALED BIDS FOR THE MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108

130 Cremona Drive, Suite B, City of Goleta, CA

PUBLIC NOTICE IS HEREBY GIVEN that the City of Goleta ("CITY"), invites sealed bids for the above stated project and will receive such bids via electronic transmission on the City of Goleta PlanetBids portal site **until 3:00 P.M., Monday March 29, 2021** and will be publicly opened promptly thereafter. Copies of the Contract Documents and Specifications are available from the CITY, 130 Cremona Drive, Suite B, Goleta, California 93117 upon payment of a \$50.00 non-refundable fee if picked up, or payment of a \$60.00 non-refundable fee, if mailed or no payment to CITY if obtained from the CITY website at <http://www.cityofgoleta.org/i-want-to/view/city-bid-opportunities>.

The work includes all labor, material, supervision, plant and equipment necessary to construct and deliver a finished **MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108**. Work includes removing existing play geatures, concrete removal, excavation, grading, installation of new equipment, adding and/or replacing concrete curb, gutter, and ADA sidewalks, and driveway access ramp at one location and associated earthwork at four different park locations within the City Goleta, CA. The contract period is **Ninety (90)** Working Days.

A Pre-Bid Meeting is not scheduled for this project.

Bidders must be registered on the City of Goleta's PlanetBids portal in order to receive addendum notifications and to submit a bid. Go to PlanetBids for bid results and awards. It is the responsibility of the bidder to submit the bid with sufficient time to be received by PlanetBids prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. **Late or incomplete bids will not be accepted.**

The bid must be accompanied by a bid security in the form of a money order, a certified cashier's check, or bidder's bond executed by an admitted surety, made payable to CITY. The bid security shall be an amount equal to ten percent (10%) of the total annual bid amount included with their proposals as required by California law.

Note: All bids must be accompanied by a scanned copy of the bid security uploaded to PlanetBids. The original security of the three (3) lowest bidders must be mailed to the office of the City Clerk at 130 Cremona Drive, Suite B, Goleta, California 93117, in a sealed envelope and be received within three (3) City business days of the bid due date and time for the bid to be considered. The sealed envelope should be plainly marked on the outside, **"SEALED BID SECURITY FOR MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108." DO NOT OPEN WITH REGULAR MAIL.**

The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) per California Labor Code Section 1771.4, including prevailing wage rates and apprenticeship employment standards. Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also

be required. The CITY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, sex, or religion in any consideration leading to the award of contract.

A contract may only be awarded to the lowest responsive and responsible bidder that holds a valid Class "A" Contractor's license or specialty licensing in accordance with the provisions of the California Business and Professions Code.

The successful Bidder will be required to furnish a Performance Bond and a Payment Bond each in an amount equal to 100% of the Contract Price. Each bond shall be in the forms set forth herein, shall be secured from a surety company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and that is a California admitted surety insurer.

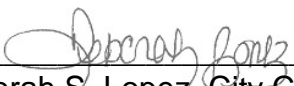
Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the Project. Failure to provide proof of the contractor's current registration pursuant to Labor Code Section 1725.5 may result in rejection of the bid as non-responsive.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by CITY to ensure performance under the Contract or, in the alternative, request the CITY to make payment of retention to an escrow agent.

Any protest to an intended award of this contract shall be made in writing addressed to the City Clerk prior to the award. Any protest may be considered and acted on by the City Council at the time noticed for award of the contract. To request a copy of the notice of agenda for award, please contact the City Clerk (805) 961-7505 or register on the CITY's website (www.cityofgoleta.org).

For information relating to the details of this Project and bidding requirements contact JoAnne Plummer, Project Manager in writing at jplummer@cityofgoleta.org.

CITY OF GOLETA



 Deborah S. Lopez, City Clerk

Published:

Santa Barbara Independent: March 11, 2021 and March 18, 2021

EXHIBIT B
BID PROPOSAL

**BOND
FOR**

MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108

KNOW ALL PERSONS BY THESE PRESENTS that [Bidder] R.E. Schultz Construction, Inc. as PRINCIPAL, and U.S. Specialty Insurance Company, a corporation organized under the laws of the State of Texas and licensed by the State of California to execute bonds and undertakings as sole surety, as SURETY, are held and firmly bound unto the City of Goleta, as City, in the penal sum of ten percent (10%) of the total Base Bid Price on the base Contract Work, **excluding** any Alternate Bid Items submitted by PRINCIPAL to CITY for the above stated project, for the payment of which sum, PRINCIPAL and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas PRINCIPAL has submitted a proposal to CITY for the above stated project.

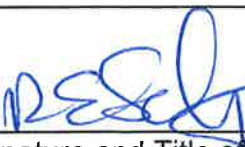
NOW, THEREFORE, the penal sum guaranteed by this bond shall be forfeited to the City in the event of any of the following: (1) The aforesaid Principal withdraws said bid after the Bid Deadline contrary to applicable law; or (2) Principal fails, within ten (10) business days after receipt of written notice that the contract has been awarded to Principal and tender of the Contract, to deliver to City the executed Agreement, in the prescribed form, in accordance with the bid as accepted, and file with the City all documents required in section 3-1.18 of the City's General Provisions.

In case suit is brought upon this bond, SURETY further agrees to pay all reasonable attorneys' fees and costs incurred by CITY in an amount fixed by the court. SURETY hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 29th day of March, 2021

PRINCIPAL: R.E. Schultz Construction, Inc.

(Address) 1767 N Batavia Street
Orange, CA 92865

BY:  R.E. Schultz
(Signature and Title of Authorized Officer)

BY:  R. J. [illegible]
(Signature and Title of Authorized Officer)

SURETY: U.S. Specialty Insurance Company

(Address) 801 S Figueroa Street #700

Los Angeles, CA 90017

BY:  , Attorney-in-fact

(Signature and Title of Authorized Officer)

Blake A Pfister

BY: 
(Signature and Title of Authorized Officer)

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment. Also, evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On March 25, 2021 before me, Lianne Nahina, Notary Public

Date

Here Insert Name and Title of the Officer

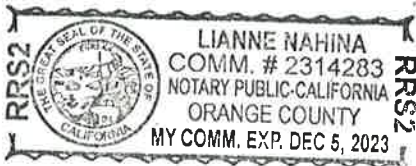
personally appeared Blake A. Pfister

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Lianne Nahina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond# 11-327-373 Document Date: March 29, 2021

Number of Pages: 2 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: U.S. Specialty Insurance Company

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 29th day of March, 2021.

Corporate Seals

Bond No. 11-327-373

Agency No. 3074



Kio Lo, Assistant Secretary

HCCSMANPOA05/2019

visit tmhcc.com/surety for more information

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On 3/25/2021 before me,

Renee Fisher / Notary
Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Richard Earl Schuttz
Name(s) of Signer(s)

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

R. Fisher
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: bid bond

Document Date: 3/29/2021

Number of Pages: 18 att.

Signer(s) Other Than Named Above: Blako Pfister

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

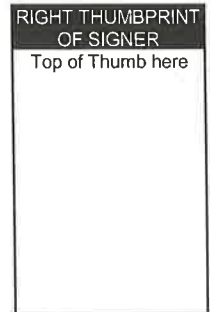
Signer's Name: _____

- ☒ Individual
☐ Corporate Officer
Titles(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: self

Signer Is Representing: _____



MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108

BIDDING SHEET (Page 1 of 5)

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit or lump sum prices for the various items shown herein.

The City further reserves the right to reject any or all bids, to waive any informality or irregularity in any bid or the bidding procedure, and to delete any items of work in the award of contract. The City's decision on the bid amount is final.

Bidders must bid on all items in the Bid Schedule including the Supplemental and/or Alternative Bid Items in order for their bids to be complete. The award of contract will be based on the lowest responsive Base Bid only.

In the case of unit basis items, the amount set forth under the "Item Total" column (total base bid in words) shall be the product of the unit price bid and the estimated quantity for the item.

Bids on lump sum items are item totals. If a unit price of a lump sum item is entered and it differs from the item total, the item total prevails.

Entries are to be expressed in dollars or decimal fractions of a dollar. Symbols such as commas and dollar signs are ignored and have no significance in establishing unit price or item total.

Unit prices and item totals are interpreted by the number of digits and decimal placement. Do not round item totals or the total bid.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price prevails, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

BIDDING SHEET (Page 2 of 5)**BASE BID SCHEDULE**

ITEM NO	DESCRIPTION	UNIT	QTY		UNIT PRICE		TOTAL
1	Mobilization, Bonds & Insurance	LS	1	\$	20,000.00	\$	20,000.00
2	Traffic Control	LS	1	\$	3,500.00	\$	3,500.00
3	Stormwater Pollution Control Program	LS	1		3,000.00		3,000.00
4	Construction Fencing (6' high, temporary chain-link, secured for the duration of construction)	LS	1	\$	6,500.00	\$	6,500.00
	ANDAMAR PARK						
5	Install 4' wide ADA compliant Concrete Walkway(4" thick)	LF	88	\$	68.00	\$	5,984.00
6	Remove and Replace Driveway Approach and vehicle access (8" thick)	LS	1	\$	9,500.00	\$	9,500.00
7	Remove and Replace Curb Ramp	EA	1	\$	7,500.00	\$	7,500.00
8	Demolition, Clearing and Grubbing, and Excavation of Existing Playground Area and New Playground Expansion to Receive New Playground to include removal and disposal of existing surfacing, subgrade, border, equipment, and all miscellaneous excavation and removals to accomplish new improvements.	LS	1	\$	19,950.00	\$	19,950.00
9	Installation of Playground Equipment and Furnishings in expanded playground area. (Playground Equipment provided by the City- Contractor to transport to the site from warehouse at 27 South La Patera Lane, Goleta.	LS	1	\$	41,200.00	\$	41,200.00

10	Installation of SpectraTurf Poured in Place Two-Color Surface (non-black) or Approved Equal and including 0.5" EDPM surface, 2.5" shredded SBR, 4" class II aggregate base. Substrate including surfacing, substrate, over of Class II aggregate base compacted to 95%	SF	5270.5	\$	19.80	\$	Q 104,355.90
11	Concrete Curbing for playground border	LF	295	\$	45.00	\$	13,275.00
	BERKELEY PARK AREA A						
12	Demolition, Clearing and Grubbing, and Excavation of Existing Playground Area and New Playground Expansion to Receive New Playground to include removal and disposal of existing surfacing, border, equipment, and all miscellaneous excavation and removals to accomplish new improvements.	LS	1	\$	4,500.00	\$	4,500.00
13	Installation of Playground Equipment and Furnishings in expanded playground area. (Playground Equipment provided by the City- Contractor to transport to site from warehouse at 27 South La Patera Lane, Goleta.	LS	1	\$	4,800.00	\$	4,800.00
14	Installation of SpectraTurf Poured in Place Two-Color Surface (non-black) or Approved Equal and including 0.5" EDPM surface, 2.5" shredded SBR, 4" class II aggregate base. Substrate including surfacing, substrate, over of Class II aggregate base compacted to 95%	SF	667	\$	21.00	\$	14,007.00
15	Concrete Curbing for playground border	LF	52	\$	55.00	\$	2,860.00

	expansion						
	BERKELEY PARK AREA B						
16	Demolition, Clearing & Grubbing, and Excavation of Existing Area and New Playground Expansion Area to Receive New Playground to include removal and disposal of existing surfacing as needed, and all miscellaneous excavation and removals to accomplish new improvements.	LS	1	\$	3,000.00	\$	3,000.00
17	Installation of Playground Equipment and Furnishings in expanded playground area. (Playground Equipment provided by the City- Contractor to transport from warehouse at 27 La Patera Lane, Goleta)	LS	1	\$	4,500.00	\$	4,500.00
18	Installation of SpectraTurf Poured in Place Two-Color Surface (non-black) or Approved Equal and including 0.5" EDPM surface, 2.5" shredded SBR, 4" class II aggregate base. Substrate including surfacing, substrate, over of Class II aggregate base compacted to 95%	SF	1260	\$	21.40	\$	26,964.00
19	Concrete Flush Curbing for playground border expansion area. Existing sidewalk edge to be used for remaining border.	LF	71	\$	52.00	\$	3,692.00
	WINCHESTER 1 PARK						
20	Demolition, Clearing and Grubbing, and Excavation of Existing Area and New Recreation Fitness Expansion Area to Receive New Fitness Equipment to include removal and	LS	1	\$	2,500.00	\$	2,500.00

	disposal of existing surfacing as needed, and all miscellaneous excavation and removals to accomplish new improvements.						
21	Install 3' wide ADA Concrete Walkway(4" thick)	LF	25	\$	75.00	\$	1,875.00
22	Installation of Fitness Equipment and Furnishings in expanded recreation area. (Fitness Equipment provided by the City-Transported to site by Contractor)	LS	1	\$	4,500.00	\$	4,500.00
23	Installation of SpectraTurf Poured in Place Two-Color Surface (non-black) or Approved Equal and including 0.5" EDPM surface, 2.5" shredded SBR, 4" class II aggregate base. Substrate including surfacing, substrate, over of Class II aggregate base compacted to 95%	SF	497	\$	21.00	\$	10,437.00
24	Concrete Flush Curbing for playground border.	LF	98	\$	50.00	\$	4,900.00
	WINCHESTER 2 PARK						
25	Demolition, Clearing and Grubbing, and Excavation of Existing Area and New Playground Expansion Area to Receive New Playground to include removal and disposal of existing surfacing as needed, and all miscellaneous excavation and removals to accomplish new improvements.	LS	1	\$	18,500.00	\$	18,500.00
26	Installation of Playground Equipment and Furnishings in expanded playground area. (Playground Equipment provided by the City- Contractor to transport to the site from warehouse at 27 South La Patera Lane, Goleta)	LS	1	\$	38,500.00	\$	38,500.00
27	Concrete Curbing for playground border	LF	293.6	\$	45.00	\$	13,212.00

28	Installation of SpectraTurf Poured in Place Two-Color Surface (non-black) or Approved Equal and including 0.5" EDPM surface, 2.5" shredded SBR, 4" class II aggregate base. Substrate including surfacing, substrate, over of Class II aggregate base compacted to 95%	SF	4134	\$	17.85	\$	73,791.90
29	Install 4' wide ADA Concrete Walkway(4" thick)	LF	85	\$	68.00	\$	5,780.00
30	Remove and dispose of existing chain link fencing and posts on north side of property and replace with new 6' black pvc coated chain link fencing.	LF	130	\$	95.00	\$	12,350.00
31	Remove and replace chain link double gate and off set fencing on northern side of the property with 6' black pvc coated chain link and two ten foot off set entrances points	LS	1	\$	4,000.00	\$	4,000.00
32	Install a Curb along the southern portion of the property line. Curb to extend from the eastern edge to the entrance and from western edge to the entrance.	LF	54	\$	50.00	\$	2,700.00
TOTAL						\$	492,133.80

(in figures)

Four Hundred and Ninety-Two Thousand One Hundred and Thirty-Three Dollars and Eighty Cents
(Total Base Bid in Words)

R.E. Schultz Construction, Inc.

Company Name of Bidder

Home



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 1007195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.5) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/19/2021 11:10:52 AM

R E SCHULTZ CONSTRUCTION INC
1767 N BATAVIA ST
ORANGE, CA 92865
Business Phone Number: (714) 649-2627

Entity Corporation
Issue Date 09/10/2015
Expire Date 09/30/2021

This license is current and active.

All information below should be reviewed.

- ▶ A - GENERAL ENGINEERING CONTRACTOR
- ▶ C-61 / D34 - PREFABRICATED EQUIPMENT
- ▶ B - GENERAL BUILDING CONTRACTOR

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY
Bond Number: 100320462
Bond Amount: \$15,000
Effective Date: 08/08/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ This license filed Bond of Qualifying Individual number 100429683 for CHRIS LEE THOMAS in the amount of \$12,500 with AMERICAN CONTRACTORS INDEMNITY COMPANY
Effective Date: 02/26/2019
- ▶ The qualifying individual RICHARD FARI SCHULTZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required
Effective Date: 06/24/2016
[BFI's Bond History](#)

This license has workers compensation insurance with the [State Compensation Insurance Company](#)
Policy Number: 9274424
Effective Date: 04/14/2020
Expire Date: 04/14/2021
[View Workers Compensation History](#)

Contractor Information

Legal Entity Name

R.E. SCHULTZ CONSTRUCTION, INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000033385

Registration effective date

7/1/2019

Registration expiration date

6/30/2021

Mailing Address

1767 N. BATAVIA ST. ORANGE 92865 CA United ...

Physical Address

1767 N. BATAVIA ST. ORANGE 92865 CA United ...

Email Address**Trade Name/DBA**

R.E. SCHULTZ CONSTRUCTION, INC

License Number(s)

CSLB:1007195

CSLB:755160

Registration History

Effective Date	Expiration Date
----------------	-----------------

5/25/2018	6/30/2019
-----------	-----------

5/17/2017	6/30/2018
-----------	-----------

5/3/2016	6/30/2017
----------	-----------

12/29/2015	6/30/2016
------------	-----------

7/1/2019	6/30/2021
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Legal Entity Information

Corporation Number:

32-0465469

Federal Employment Identification Number:**President Name:**

RICHARD SCHULTZ

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:****Agent of Service Name:**

RICHARD SCHULTZ

Agent of Service Mailing Address:

1767 N Batavia St Orange 92865 CA United States of America

Workers Compensation

Do you lease employees No
through Professional

**Employer Organization
(PEO)?:**

**Please provide your
current workers**

**compensation insurance
information below:**

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier

Policy Holder Name:R E SCHULTZ CONSTRUCTION, INC.**Insurance Carrier:**

insurance company of the west**Policy Number:**WSD 504757600**Inception date:**4/13/2019

Expiration Date:4/13/2020

A0779521

3779421
**Certificate of Amendment
Of Articles of Incorporation**

FILED
Secretary of State
State of California

JAN 07 2016

The undersigned certify that:


1. They are the President and the Secretary, respectively, of RES ENTERPRISES, INC., a California corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of the corporation is: R.E. Schultz Construction, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has issued no shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Jan 5, 2016


Richard Schultz, President


Richard Schultz, Secretary

Senders Contact Information:

Richard Schultz
2914 E. Katella Ave #102
Orange CA 92867
714-649-2627


Entity #C3779421



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JAN 19 2016

Date: _____


ALEX PADILLA, Secretary of State

National Recreation and Park Association

Let it be known that


DOUG LEWIS

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



**Certified
Playground
Safety Inspector**


CHAIRPERSON


NRPA PRESIDENT AND CEO

March 15, 2018

DATE CERTIFIED

41223-0421

CERTIFICATION NUMBER

April 01, 2021

EXPIRATION DATE



National Playground
Contractors Association

Certificate of Achievement

Awarded to:

Rick Schultz

Has completed the

Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

2018-1272

Certificate Number

04/30/2021

Expiration Date

Kevin Marshall

*Kevin Marshall – NPCAL
RISC Committee*

04/12/2018

Issue Date

play&park
structures®

A PLAYCORE Company

R.E. SCHULTZ CONSTRUCTION, INC.


Has successfully completed a course in techniques and procedures required for proper installation of Play & Park Structures playground equipment.

In recognition of the successful completion of this training and in acknowledgement of the satisfaction of
Play & Park Structures requirements for a certified installer,
R.E. Schultz Construction, Inc. is hereby designated an

OFFICIAL CERTIFIED INSTALLER

By receipt of this designation, **R.E. Schultz Construction, Inc.** agrees to install
Play & Park Structures Playground Equipment in accordance with **Play & Park Structures**
specifications and installation instructions.

This Designation is effective from February 21, 2020 to February 20, 2022
IN WITNESS WHEREOF, WE HAVE AFFIXED OUR SIGNATURE
This 21st day of February 2020.


Group President
Spencer Cheak


Vice President of Customer Service
Mike McWilliams

Contractor Information

Legal Entity Name

SPECTRASYSTEMS, INC

Legal Entity Type

Corporation

Status

Active

Registration Number

1000002615

Registration effective date

7/1/2020

Registration expiration date

6/30/2021

Mailing Address

555 S. PROMENADE AVE #103 CORONA 92879 CA...

Physical Address

555 S. PROMENADE AVE #103 CORONA 92879 CA...

Email Address

Trade Name/DBA

SPECTRATURF

License Number(s)

CSLB:854429

CSLB:854429

Registration History

Effective Date	Expiration Date
5/2/2018	6/30/2019
5/2/2017	6/30/2018
5/6/2016	6/30/2017
6/10/2015	6/30/2016
11/10/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

ARTHUR DODGE

Vice President Name:

Treasurer Name:

Secretary Name:

ELIZABETH ANDERSON

CEO Name:

ARTHUR DODGE

Agent of Service Name:

CT CORPORATION

Agent of Service Mailing Address:

818 WEST SEVENTH ST LOS ANGELES 90017 CA United States of America

Workers Compensation

Do you lease employees No

through Professional
Employer Organization
(PEO)?:

Please provide your

current workers
compensation insurance
information below:

PEO	PEO	PEO
-----	-----	-----

PEO Information	Name	Phone	Email
-----------------	------	-------	-------

Insured by Carrier

Policy Holder Name:SPECTRASYSTEMS, INC**Insurance Carrier:**

AMERICAN ZURICH INSURANCE COMPANY**Policy Number:**WC6510646**Inception date:**
3/31/2020**Expiration Date:**3/31/2021

▼ Contractor's License Detail for License # 854429

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition of disclosable actions.](#)
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17)
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 3/29/2021 11:40:38 AM

Business Information

SPECTRASYSTEMS INC
dba SPECTRATURF

555 S PROMENDE AVE #103
CORONA, CA 92879
Business Phone Number: (951) 736-3579

Entity Corporation
Issue Date 02/11/2005
Expire Date 02/28/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ C-61 / D12 - SYNTHETIC PRODUCTS
- ▶ C-61 / D34 - PREFABRICATED EQUIPMENT

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with BERKLEY INSURANCE COMPANY,
Bond Number: 0167561
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **0207082** for MARK BROWN HOLLOWELL in the amount of **\$12,500** with BERKLEY INSURANCE COMPANY.
Effective Date: 03/15/2017

Workers' Compensation

This license has workers compensation insurance with the AMERICAN ZURICH INSURANCE COMPANY
Policy Number: WC651064624
Effective Date: 04/01/2020
Expire Date: 04/01/2021
[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

BIDDER'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS AND DEFAULTS

Identify all instances of being disqualified, removed, determined to be a non-responsible bidder, debarred, assessed liquidated damages, terminated for default or otherwise prevented from bidding on, or completing, a federal, state, or local government project.

1. Have you ever been disqualified from any government contract?

Yes ☐ No ☒

2. If yes, explain the circumstances including date of public entity action, name of project, contract award amount and current contact person at public entity:

N/A



Signature and Title of Bidder or Authorized Representative

DECLARATION OF ELIGIBILITY TO CONTRACT
[Labor Code §§ 1777.1 and 1777.7; Public Contract Code § 6109]

The undersigned, a duly authorized representative of the Bidder, certifies and declares that:

1. The Bidder is aware of Sections 1771.1 and 1777.7 of the California Labor Code, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The Bidder is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.
3. The Bidder is aware of California Public Contract Code Section 6109 (and any updates.)
4. The Bidder has investigated the eligibility of each and every subcontractor the contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 and 1777.7 of the Labor Code, or any other provision of law.
5. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

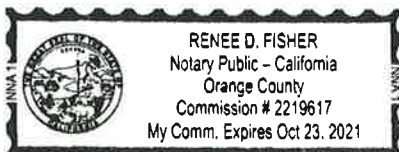
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 26th day of March, 2021, at Orange, California.

Signature: 

Name: Richard Schultz

Title: President, Sole Officer

Name of Company: R.E. Schultz Construction, Inc.



Note: Signature must be acknowledged before a notary public. Attach appropriate acknowledgment.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of

California

County of

Orange

On March 25, 2021 before me,

Renee Fisher / Notary

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Richard Earl Schultz

Name(s) of Signer(s)

☒ personally known to me -OR- ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

proposal

Document Date:

3/25/2021

Number of Pages:

18

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

- ☒ Individual
☐ Corporate Officer
Titles(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner - ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other:

Signer Is Representing:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of Thumb here



RIGHT THUMBPRINT
OF SIGNER
Top of Thumb here

SECTION C PROPOSAL

BID PROPOSAL FOR MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108

TO THE CITY OF GOLETA ("City"):

In accordance with City's Notice Inviting Sealed Bids, the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor, and incidentals required for the **MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108** as set forth in the Plans, Specifications, and Contract Documents, and to perform all Work in the manner and time prescribed therein.

Bidder declares that this Bid is based upon careful examination of the Work site, Plans, Specifications, Bidding Instructions, and all other Contract Documents. If this Bid is accepted for award, Bidder agrees to enter into a contract with City at the unit and/or lump sum prices set forth in the following Bid Schedule. Bidder understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to City of the Bid Security accompanying this Bid.

Bidder understands that a Bid is required for the entire Work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of Work satisfactorily completed. THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT per these Contract Documents. It is agreed that the unit and/or lump sum prices bid include all overhead, profit, appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amount, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the Bidder's default in executing the Contract and filing the necessary bonds and insurance certificates WITHIN FIFTEEN (15) WORKING DAYS, not including Saturdays, Sundays and legal holidays, after the City has mailed notice of the award of contract to the Bidder, the proceeds of the Bid Security accompanying this Bid shall become the property of the City and this Bid and the acceptance hereof may, at the City's option, be considered null and void.

ELIGIBILITY TO CONTRACT

The successful Bidder is prohibited from performing work on this Project with a Subcontractor who is ineligible to perform work on the Project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

BIDDER'S INFORMATION

Bidder certifies that the following information is true and correct:

Bidder's Name R.E. Schultz Construction, Inc

Business Address 1767 North Batavia Street

Orange, CA 92865

Telephone 714-649-2627

State Contractor's License No. and Class 1007195 A, B, C61/D34

Original Date Issued 9/10/2015 Expiration Date 9/30/2021

DIR Registration No: 1000033385

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this Bid:

Richard Schultz, President (Sole Officer)

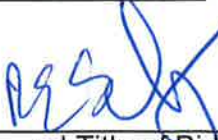
The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Bid are as follows:

N/A

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this Bid are as follows:

RES Enterprises, Inc.

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct. Executed this 26th day of March, 2021, at Orange California.



Signature and Title of Bidder
or Authorized Representative

(SEAL)

**NON-COLLUSION DECLARATION
FOR
MISCELLANEOUS PARK IMPROVEMENTS CIP NO. 9066 AND 9108**

I am the President, Sole Officer [title] of R.E. Schultz Construction, Inc. [name of bidder], the party making the foregoing bid, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly, colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

3/26/21 [date], at Orange [city], CA [state]



(Signature and Title of Authorized Representative)

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder must indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid does not imply approval by the City of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the City.

Equipment/Materials	Supplier
Play Equipment	Park and Play Structures
PIP Surfacing	Spectraturf

BIDDER'S REFERENCES

The following are the names, addresses, and phone numbers for three public agencies for which Bidder has performed projects of the same magnitude and character of the work bid within the past three years:

1. Name of Agency	City of El Centro
Agency Address	1275 Main Street, El Centro, CA 92243
Telephone	760-337-4515
Contact Person	Diane Caldwell
Contract Amount	\$528,552.32
2. Name of Agency	City of Compton
Agency Address	205 S. Willowbrook Ave., Compton, CA 90220
Telephone	310-761-1448
Contact Person	Marvin Hunt
Contract Amount	\$252,440.00
3. Name of Agency	City of El Segundo
Agency Address	350 Main Street, El Segundo, CA 90245-3813
Telephone	310-524-2300
Contact Person	Cheryl Ebert
Contract Amount	\$306,560.00

The following are the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance bonds:

U.S. Specialty Insurance Co.: 801 S Figueroa St. #700, Los Angeles CA 90017 310-649-0990
The Bond Connection: 27201 Puerta Real #300, Mission Viejo, CA 92691 Blake Pfister: 949-248-1543

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

Bidder certifies that in all previous contracts or subcontracts, all reports which may have been due under the requirements of any local, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTOR'S LICENSING LAWS**

[Business & Professions Code § 7028.15; Public Contract Code § 20103.5]

The undersigned, a duly authorized representative of the Bidder, certify that I am aware of the provisions of California law and that I, or the company/individual on whose behalf this Bid is being submitted, hold a currently valid California contractor's license as set forth in the Business and Professions Code § 7028.15 and Public Contract Code § 20103.5 (and any updates).

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

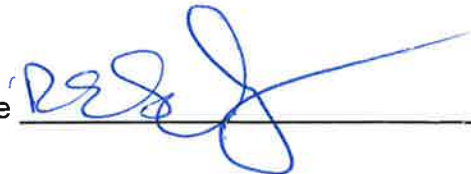
Bidder: R.E. Schultz Construction, Inc.

License No.: 1007195 Class A,B, C61/D34 Expiration date: 9/30/21

DIR Registration No.: 1000033385

Date 3/26/21

Signature



* N/A

PROPOSED EQUIPMENT AND MATERIAL MANUFACTURERS

The Bidder must indicate the name of the manufacturer of the equipment, and supplier of the material, proposed to be furnished under the contract. Awarding of a contract based on this bid does not imply approval by the City of the manufacturers or suppliers listed by the Bidder. No substitution will be permitted after award of contract except upon written approval of the City.

Equipment/Materials	Supplier

DESIGNATION OF SUBCONTRACTORS

Bidder proposes to subcontract certain portions of the Work which are in excess of one-half of one percent (0.5%) of the total amount base bid or \$10,000, whichever is greater, and to procure materials and equipment from suppliers and vendors.

These Subcontractors are identified as follows:

Work to be Performed	Subcontractor License Number	Subcontractor DIR Registration Number (Note1)	Percent of Total Bid	Subcontractor's Name & Address
Fencing	646773	1000028919	3%	Charlie's Fence Co. 2320 Park Rose Duarte, CA 91010
PIP Surfacing	854429	1000002615	35%	Spectraturf 555 South Promenade Ave., Ste 103 Corona, CA 92879

Note 1: Bidders have 24 hours after the Bid Deadline to submit this information

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ATTACHMENT 2

MSDS Sheets for Unitary Surfacing Material (SpectraTurf)



MATERIAL SAFETY DATA SHEET SPECTRA TPV

1 IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY/UNDERTAKING

PRODUCT NAME	TPV Thermoplastic Vulcanised Rubber		
PRODUCT NO.	TPV		
SUPPLIER	Rosehill Polymers Ltd. Rosehill Mills Beech Road Sowerby Bridge West Yorkshire HX6 2JT 00 44 (0)1422 839610 00 44 (0)1422 835786 info@rosehillpolymers.com	Distributed by: SpectraTurf	
	Address	500 E. Rincon St. #100 Corona, CA 92879	
	Phone	(800) 875-5788 (951) 734-3630 (fax)	
	Email	www.spectraturf.com	

2 HAZARDS IDENTIFICATION

Not regarded as a health or environmental hazard under current legislation.

ENVIRONMENT

The product is not expected to be hazardous to the environment.

HUMAN HEALTH

No specific hazards.

3 COMPOSITION/INFORMATION ON INGREDIENTS

COMPOSITION COMMENTS

Does not contain any harmful or hazardous ingredients.

4 FIRST-AID MEASURES

GENERAL INFORMATION

No recommendation given.

NOTES TO THE PHYSICIAN

Treat symptomatically.

INHALATION

Not relevant.

INGESTION

Not relevant.

SKIN CONTACT

Not relevant

EYE CONTACT

Dust in the eyes: Do not rub eye.

5 FIRE-FIGHTING MEASURES

EXTINGUISHING MEDIA

Larger fires: Alcohol resistant foam. Water spray, fog or mist. Small fires: Water spray, dry powder or carbon dioxide. Dry chemicals, sand, dolomite etc.

SPECIFIC HAZARDS

Not classified as flammable but will burn. Carbon Monoxide may be evolved if incomplete combustion occurs.

PROTECTIVE MEASURES IN FIRE

Self contained breathing apparatus and full protective clothing must be worn in case of fire.

6 ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS

For personal protection, see section 8.

ENVIRONMENTAL PRECAUTIONS

Not regarded as dangerous to the environment.

SPILL CLEAN UP METHODS

Not relevant.

7 HANDLING AND STORAGE

USAGE PRECAUTIONS

No specific usage precautions noted.

USAGE DESCRIPTION

No special requirements

STORAGE PRECAUTIONS

Store in closed original container in a dry place.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

PROTECTIVE EQUIPMENT



ENGINEERING MEASURES

Not relevant.

RESPIRATORY EQUIPMENT

Not relevant.

HAND PROTECTION

For prolonged or repeated skin contact use suitable protective gloves.

EYE PROTECTION

Eye protection may be necessary depending on use.

OTHER PROTECTION

Not relevant

9 PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE	Granular		
COLOUR	Various colours		
ODOUR	Odourless		
SOLUBILITY	Insoluble in water		
RELATIVE DENSITY	0.20	PARTICLE SIZE (Micron)	500-5000
VISCOSITY	solid 25	FLASH POINT (°C)	>200 Unknown.

10 STABILITY AND REACTIVITY

STABILITY

Stable under normal temperature conditions and recommended use.

CONDITIONS TO AVOID

None known.

HAZARDOUS POLYMERISATION

Not relevant.

MATERIALS TO AVOID

No incompatible groups noted.

11 TOXICOLOGICAL INFORMATION

SKIN CONTACT

No specific health warnings noted.

EYE CONTACT

No specific health warnings noted.

HEALTH WARNINGS

No specific health warnings noted.

12 ECOLOGICAL INFORMATION

ECOTOXICITY

Not regarded as dangerous for the environment.

MOBILITY

Not relevant, due to the form of the product.

BIOACCUMULATION

The product is not bioaccumulating.

DEGRADABILITY

The product is not readily biodegradable.

ACUTE FISH TOXICITY

Not considered toxic to fish.

13 DISPOSAL CONSIDERATIONS

DISPOSAL METHODS

Incinerate in suitable combustion chamber, or Dispose of on site landfill area.

14 TRANSPORT INFORMATION

GENERAL

The product is not covered by international regulation on the transport of dangerous goods (IMDG, IATA, ADR/RID).

No transport warning sign required.

ROAD TRANSPORT NOTES

Not Classified

RAIL TRANSPORT NOTES

Not Classified.

SEA TRANSPORT NOTES

Not Classified.

AIR TRANSPORT NOTES

Not Classified.

15 REGULATORY INFORMATION

RISK PHRASES

NC

Not classified.

SAFETY PHRASES

NC

Not classified.

16 OTHER INFORMATION

ISSUED BY

C.Emmett, Technical Manager

REVISION DATE

20.1.05

REV. NO./REPL. SDS GENERATED 4.20/4.10 8.12.04

SDS NO.

10402

SAFETY DATA SHEET STATUS

Approved.

DATE

20.10.05

1. Identification of the product and manufacturer	<p>1.1 Product Name: EPDM Crumb Rubber</p> <p>1.2 Company Details: ECORE International Inc. P.O. Box 989, 715 Fountain Avenue, Lancaster, PA 17601 Phone: 717.295.3400 Fax: 717.295.3414</p>
2. Hazard(s) identification	These products are non-hazardous
3. Composition / Information on ingredients	There are no substances in this product presenting a health or environmental hazard within the meaning of the Chemicals (Hazard Information & Packaging for Supply) Regulations
4. First aid measures	<p>Inhalation: no specific measures required</p> <p>Skin contact: no specific measures required</p> <p>Eye contact: no specific measures required</p> <p>Ingestion: no specific measures required</p>
5. Fire fighting measures	<p>5.1 Suitable extinguishing media: Water spray jet, foam, dry powder, carbon dioxide</p> <p>5.2 Extinguishing media that MUST NOT be used: Not applicable</p> <p>5.3 Special exposure hazard arising from combustion products, resulting gases: carbon monoxide, hydrogen chloride, sulfur oxides, nitrogen oxides, aromatic hydrocarbons, PAH's, particulate matter, ozone, heavy metals.</p> <p>5.4 Special protective equipment for fire fighting: Use respiratory protection independent of recirculated air.</p>
6. Accidental release measures	<p>6.1 Personal precautions: No special measures required</p> <p>6.2 Environmental precautions: No special measures required</p> <p>6.3 Methods for cleaning up: Dispose of according to regulations</p>
7. Handling and storage	<p>7.1 General information: No special protective measures required</p> <p>7.2 Handling: Normal safe handling practices must be applied</p> <p>7.3 Storage: Rolls should be stored horizontally</p>
8. Exposure controls / P.P.E.	Personal protection equipment: None required
9. Physical & chemical properties	Appearance: EPDM rubber crumb
10. Stability and reactivity	<p>10.1 General information: If stored and handled in accordance with standard industry practices, no hazardous reactions are known</p> <p>10.2 Hazardous decomposition information: Thermal decomposition in the presence of air may yield hydrogen chloride gas, carbon dioxide and carbon monoxide</p>
11. Toxicological information	<p>11.1 General information: No harmful effects have been reported to date</p> <p>Inhalation: not applicable</p> <p>Skin contact: no known hazard</p> <p>Eye contact: not applicable</p> <p>Ingestion: not applicable</p>
12. Ecological information	<p>12.1 Environmental fate and distribution: The floorings have no mobility in soil; are insoluble in water; are not expected to bioaccumulate</p> <p>12.1 Persistence and degradability: The floorings will not biodegrade</p>
13. Disposal considerations	Dispose of in accordance with local and national legislation
14. Transport information	The floorings are not classified as dangerous for transportation
15. Regulatory information	The floorings are defined as "not hazardous" in the Chemicals Hazard Information and Packaging regulations (CHIP3)
16. Other information	<p>ECORE International provides a Product Safety Data Sheet (PSDS) for finished floor covering products based on the "article exemption" found in 29 CFR 1910.1200 (b) (6) (v). An article is defined as: "a manufactured item other than a fluid or particle: (i) which is formed to a specific shape or design during manufacture; (ii) which has an end use function dependent in whole or in part upon its shape or design during end use; and (iii) which under normal conditions of use, does not release more than very small quantities, e.g. minute or trace amounts of a hazardous chemical and does not pose a physical hazard or health risk to employees."</p> <p>Disclaimer: Although the above information is presented in good faith and believed to be correct as of the current date, ECORE International gives no guarantee and disclaims responsibility for individual items being incomplete or incorrect. Furthermore, ECORE gives no guarantee that all possible measures are contained within the safety data sheet (including exceptional circumstances)</p>

Environmental Molding Concepts LLC

MATERIAL SAFETY DATA SHEET

Sof'Shred Buffings

Manufactured by Environmental Molding Concepts LLC

14050 Day Street

Moreno Valley, CA 92553

Phone: 951.214.6590 Fax: 951.214.6595

MATERIAL (CAS)	WT%	OSHA PEL	(ACGIHTLV)
Vulcanized Rubber Compound	Approx. 99%	N/A	N/A
Talc (Hydrous Magnesium Silicate)	Less than 4%	2.0 mg/m3	2.0 mg/m3
FLASH POINT: Ignition temperature of dust cloud 320 degrees Centigrade (608 F) approximately		FLAMMABLE LIMITS	

HAZARDOUS INGREDIENTS

PRODUCT IDENTIFICATION/CHEMICAL & PHYSICAL CHARACTERISTICS

PRODUCT NAME	Rubber Buffings	SOLUBILITY IN WATER	Insoluble
APPEARANCE	Black shredded rubber	ODOR	Slight smell of vulcanized rubber
SPECIFIC GRAVITY	1.0 - 1.15		
VAPOR PRESSURE	N/A	MELTING POINT	N/A
EVAPORATION RATE	N/A	VAPOR DENSITY	N/A
		BOILING POINT	N/A

FIRE AND EXPLOSION HAZARD DATA

LEL-.025OZ/CU.FT.*	UEL: N/A
EXTINGUISHING MEDIA:	Water, foam, dry powder, encapsulating fire suppressant. (DO NOT USE HIGH PRESSURE WATER)
SPECIAL FIRE FIGHTING PROCEDURES:	Noxious gases may be formed under fire conditions. West NIOSH approved self contained apparatus.
UNUSUAL FIRE AND EXPLOSION HAZARDS:	Dust may be explosive if mixed with air in critical proportions and in the presence of an ignition source. The hazard is similar to that of many organic solids.
*Estimates based on the NPFA Fire Protection Book	

HAZARDOUS INGREDIENTS HEALTH HAZARD DATA

STABLE: Yes	CONDITIONS TO AVOID: Conditions that will cause burning
INCOMPATIBILITY: (Materials to avoid)	Avoid strong oxidizing agents
HAZARDOUS DECOMPOSITION OF BY PRODUCTS	Thermal decomposition may produce carbon monoxide, carbon dioxide, zinc oxide fumes / dust, sulfur dioxide, liquid and gaseous hydrocarbons
HAZARDOUS POLYMERIZATION: Will not occur	CONDITIONS TO AVOID: Do not store hot material in hoppers due to possibility of spontaneous combustion
ROUTES OF ENTRY	Inhalation
HEALTH HAZARDS (Acute and Chronic)	This product can contain fine fibers that may cause itching. Otherwise, not known. This material is generally thought to be a nuisance dust.
CARCINOGENICITY	Rubber is not listed as a carcinogen
SIGNS AND SYMPTOMS OF EXPOSURE	Itching of skin, irritation of mucous membranes, sneezing and coughing, irritation of eyes
MEDICAL CONDITIONS GENERALLY AGGRAVATED BY EXPOSURE	Not known; however, could potentially aggravate allergies due to dust exposure
EMERGENCY AND FIRST AID PROCEDURES	Normal washing of skin with soap and water. Ordinary means of personal hygiene are adequate

PRECAUTIONS FOR SAFE HANDLING AND USE

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED	LOCAL EXHAUST: Yes, if dusty conditions occur.
WASTE DISPOSAL METHOD	Product not defined as hazardous waste. Dispose of in accordance with federal, state and local regulations.
PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE	Do not store near flame or ignition source. Do not store hot material in tubs or containers where spontaneous ignition could occur.
OTHER PRECAUTIONS	If material burns, an oily residue will result. This residue must be disposed of in accordance with federal, state and local regulations.
RESPIRATORY PROTECTION (Specify Type)	Use any dust and mist respirator noted for up to 10mg/m ³ .

CONTROL MEASURES

VENTILATION: Yes	LOCAL EXHAUST: Yes, if dusty conditions occur
SPECIAL: None	MECHANICAL (General): Dust collector and exhaust fans.
PROTECTIVE GLOVES: Recommended	EYE PROTECTION: Use safety goggles to prevent dust entry.
OTHER PROTECTIVE CLOTHING OR EQUIPMENT	Enough fresh air should flow past the user to prevent exposure to airborne fibers and particles.
WORK/HYGIENE PRACTICES	Good personal hygiene; frequent washing with soap and water of exposed areas; remove and clean soiled clothing.

The information contained in this MSDS is consistent with the U.S. Department of Labor OSHA Form OMB 1218-0072. Consult OSHA Hazard Communications Standard 29 CFR 1910.1200 for additional information. To fully understand the use of any material the user should avail themselves of reference material and expert consultation in the fields of fire prevention, ventilation and toxicology.

PRODUCTION PARTNERS
1223 Sherborn St. Unit 101
Corona, CA 92879
TEL/FAX: (951)808-0600 / (951) 808-0666

Effective Date: 09/01/12

Emergency Telephone Numbers: Infotrac (800)535-5053 AM & Associates (951) 808-0600.

1. Identification

Synonyms:

CAS No.:

Molecular Weight:

Chemical Name: Isocyanate Pre-polymer

Chemical Family: aromatic isocyanates

Product Name: RP-4001

2. Hazard(s) Identification

Emergency overview

CAUTION: CONTAINS DIPHENYLMETHANE DIISOCYANATE (CAS No. 101-68-8). INHALATION OF MDI MISTS OR VAPORS MAY CAUSE RESPIRATORY IRRITATION, BREATHLESSNESS, CHEST DISCOMFORT AND REDUCED PULMONARY FUNCTION. OVEREXPOSURE WELL ABOVE THE PEL MAY RESULT IN BRONCHITIS, BRONCHIAL SPASMS AND PULMONARY EDEMA. LONG-TERM EXPOSURE TO ISOCYANATES HAS BEEN HAS BEEN REPORTED TO CAUSE LUNG DAMAGE, INCLUDING REDUCED LUNG FUNCTION WHICH MAY BE PERMANENT. ACUTE OR CHRONIC OVEREXPOSURE TO ISOCYANATES MAY CAUSE SENSITIZATION IN SOME INDIVIDUALS, RESULTING IN ALLERGIC RESPIRATORY REACTIONS INCLUDING WHEEZING, SHORTNESS OF BREATH AND DIFFICULTY BREATHING.

Potential health effects

Primary routes of exposure

Routes of entry for solids and liquids include eye and skin contact, ingestion and inhalation.

Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquified gases.

Acute toxicity:

No data available.

Information on: MDI

Inhalation of MDI vapors may cause irritation of the mucous membranes of the nose, throat or trachea, breathlessness, chest discomfort, difficult breathing and reduced pulmonary function.

Airborne overexposure well above the PEL may result additionally in eye irritation, headache, chemical bronchitis, asthma-like findings or pulmonary edema. Isocyanates have also been reported to cause hypersensitivity pneumonitis, which is characterized by flu-like symptoms, the onset of which may be delayed. Gastrointestinal symptoms include nausea, vomiting and abdominal pain.

Irritation:

Information on: Diisocyanates

Eye contact with isocyanates may result in conjunctival irritation and mild corneal opacity. Skin contact may result in dermatitis, either irritative or allergic.

Repeated dose toxicity:

No data available.

Information on: MDI

Results from a lifetime inhalation study in rats indicate that MDI aerosol was carcinogenic at 6 mg/m³, the highest dose tested. This is well above the recommended TLV of 5 ppb (0.05 mg/m³).

Only irritation was noted at the lower concentration of 0.2 and 1 mg/m³. No birth defects or teratogenic effects were reported in a teratology study with rats exposed to 1, 4, and 12 mg/m³ polymeric MDI for 6 hr/day on days 6-15 of gestation. Embryotoxicity and fetotoxicity was reported at the top dose in the presence of maternal toxicity.

Information on: Isocyanates

As a result of previous repeated overexposures or a single large dose, certain individuals will develop isocyanate sensitization (chemical asthma) which will cause them to react to a later exposure to isocyanate at levels well below the PEL/TLV. These symptoms, which include chest tightness, wheezing, cough, shortness of breath, or asthmatic attack, could be immediate or delayed up to several hours after exposure. Similar to many non-specific asthmatic responses, there are reports that once sensitized an individual can experience these symptoms upon exposure to dust, cold air, or other irritants. This increased lung sensitivity can persist for weeks and in severe cases for several years. Chronic overexposure to isocyanates has also been reported to cause lung damage, including a decrease in lung function, which may be permanent.

Sensitization may be either temporary or permanent. Prolonged contact can cause reddening, swelling, rash, scaling, or blistering. In those who have developed a skin sensitization, these

symptoms can develop as a result of contact with very small amounts of liquid material, or even as a result of vapor-only exposure.

Medical conditions aggravated by overexposure:

The isocyanate component is a respiratory sensitizer. It may cause allergic reaction leading to asthma-like spasms of the bronchial tubes and difficulty in breathing.

Persons with history of respiratory disease or hypersensitivity should not be exposed to this product.

An animal study indicated that MDI may induce respiratory hypersensitivity following dermal exposure.

Medical supervision of all employees who handle or come into contact with isocyanates is recommended.

Preemployment and periodic medical examinations with respiratory function tests (FEV, FVC as a minimum) are suggested.

Persons with asthmatic conditions, chronic bronchitis, other chronic respiratory diseases, recurrent eczema or pulmonary sensitization should be excluded from working with isocyanates. Once a person is diagnosed as having pulmonary sensitization (allergic asthma) to isocyanates, further exposure is not recommended.

Contact may aggravate pulmonary disorders.

3. Composition/Information on Ingredients

Ingredient	CAS No	Percent	Hazardous
-----	-----	-----	-----
Diphenylmethane-4,4'-diisocyanate (MDI)	101-68-8	<30.0 %	Non
Isocyanate Prepolymer		< 40.0 %	Non
MDI Mixed Isomers	26447-40-5	< 30.0 %	Non
Additive		< 10.0 %	Non

4. First Aid Measures

General advice:

Remove contaminated clothing.

If inhaled:

Remove the affected individual into fresh air and keep the person calm. Assist in breathing if necessary.

Immediate medical attention required.

If on skin:

Wash affected areas thoroughly with soap and water. Immediate medical attention required.

If in eyes:

In case of contact with the eyes, rinse immediately for at least 15 minutes with plenty of water. Immediate medical attention required.

If swallowed:

Rinse mouth and then drink plenty of water. Do not induce vomiting. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions. Immediate medical attention required.

Note to physician

Antidote: Specific antidotes or neutralizers to isocyanates do not exist.

Treatment: Treatment should be supportive and based on the judgment of the physician in response to the reaction of the patient.

5. Fire Fighting Measures

Flash point: 200 °C (DIN/ISO 2592)

Suitable extinguishing media: water, dry extinguishing media, carbon dioxide, foam

Hazards during fire-fighting: nitrous gases, fumes/smoke, isocyanate, vapour

Protective equipment for fire-fighting: Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

Emergency Telephone Numbers: Infotrac (800)535-5053 AM & Associates (951)808-0600.

6. Accidental Release Measures

Personal precautions: Clear area. Ensure adequate ventilation. Wear suitable personal protective clothing and equipment.

Environmental precautions: Do not discharge into drains/surface waters/groundwater.

Cleanup: Dike spillage.

For small amounts: Absorb isocyanate with suitable absorbent material (see § 40 CFR, sections 260, 264 and 265 for further information). Shovel into open container. Do not make container pressure tight. Move container to a well-ventilated area (outside). Spill area can be decontaminated with the following recommended decontamination solution: Mixture of 90 % water, 8 % concentrated ammonia, 2 % detergent.

Add at a 10 to 1 ratio. Allow to stand for at least 48 hours to allow escape of evolved carbon dioxide.

For large amounts: If temporary control of isocyanate vapor is required, a blanket of protein foam or other suitable foam (available from most fire departments) may be placed over the spill. Transfer as much liquid as possible via pump or vacuum device into closed but not sealed containers for disposal.

For residues: The following measures should be taken for final cleanup: Wash down spill area with decontamination solution. Allow solution to stand for at least 10 minutes.

7. Handling and Storage

General advice:

Mix thoroughly before use. If bulging of drum occurs, transfer to well ventilated area, puncture to relieve pressure, open vent and let stand for 48 hours before resealing.

Protection against fire and explosion:

No explosion proofing necessary.

Storage

General advice:

Formation of CO₂ and build up of pressure possible. Keep container tightly closed and in a well-ventilated place. Outage of containers should be filled with dry inert gas at atmospheric pressure to avoid reaction with moisture.

Storage stability:

Storage temperature: 80 - 95 °F

Protect against moisture.

8. Exposure Controls/Personal Protection

Diphenylmethane-4,4'- diisocyanate (MDI) ACGIH TWA value 0.005 ppm ; OSHA CLV 0.02 ppm 0.2 mg/m³.

Advice on system design: Provide local exhaust ventilation to maintain recommended P.E.L.

Personal protective equipment

Respiratory protection: For situations where the airborne concentrations may exceed the level for which an air purifying respirator is effective, or where the levels are unknown or Immediately Dangerous to Life or Health (IDLH), use NIOSH-certified full facepiece pressure demand self-contained breathing apparatus (SCBA) or a full facepiece pressure demand supplied-air respirator (SAR) with escape provisions. When atmospheric levels may exceed the occupational exposure limit (PEL or TLV) NIOSH-certified air-purifying respirators equipped with an organic

vapor sorbent and particulate filter can be used as long as appropriate precautions and change out schedules are in place.

Hand protection: Chemical resistant protective gloves, Suitable materials, chloroprene rubber (Neoprene), chlorinated polyethylene, polyvinylchloride (Pylox), butyl rubber, fluoroelastomer (Viton)

Eye protection: Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

Body protection: Suitable materials, saran-coated material

General safety and hygiene measures: Wear protective clothing as necessary to prevent contact. Eye wash fountains and safety showers must be easily accessible. Observe the appropriate PEL value. Wash soiled clothing immediately. Contaminated equipment or clothing should be cleaned after each use or disposed of.

9. Physical and Chemical Properties

Form: liquid

Odor: faint odor, aromatic

Color: light yellow

pH value: Not applicable

Boiling point: 200 °C (5 mmHg)

Vapor pressure: 0.00001 mmHg (25 °C)

Bulk density: 9.49 lb/USg

Solubility in water: Reacts with water.

10. Stability and Reactivity

Conditions to avoid: Avoid moisture.

Substances to avoid: water, alcohols, strong bases, Substances/products that react with isocyanates.

Hazardous reactions: The product is chemically stable.

Reacts with water, with formation of carbon dioxide. Risk of bursting. Reacts with alcohols. Reacts with acids. Reacts with alkalies. Reacts with amines. Risk of exothermic reaction. Risk of violent reaction. Risk of polymerization. Contact with certain rubbers and plastics can cause brittleness of the substance/product with subsequent loss in strength.

Decomposition products: Hazardous decomposition products: carbon monoxide, hydrogen cyanide, nitrogen oxides, aromatic isocyanates, gases/vapors

Corrosion to metals: No corrosive effect on metal.

11. Toxicological Information

LD50 10,000 mg/kg (rabbit, skin)
LC50 369 – 490 mg/m3 (4h, rat, inhalation)

12. Ecological Information

Environmental Fate: No Data

Environmental Toxicity: No Data

13. Disposal Considerations

Waste disposal of substance:

Incinerate or dispose of in a licensed facility.

Do not discharge substance/product into sewer system.

Contaminated packaging:

Steel drums must be emptied and can be sent to a licensed drum reconditioner for reuse, a scrap metal dealer or an approved landfill. Refer to 40 CFR § 261.7 (residues of hazardous waste in empty containers).

Check with reconditioner to determine if decontamination is required. Decontaminate containers prior to disposal. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

14. Transport Information

Reference Bill of Lading

15. Regulatory Information

Federal Regulations

Registration status:

TSCA, US released / listed

TSCA 12B released / listed

OSHA hazard category: Other carcinogen, ACGIH TLV established, toxic - inhalation, Chronic target organ effects reported, Skin and/or eye irritant, Acute target organ effects reported, Sensitizer, OSHA PEL established

CERCLA RQ: 5,000 Lb

SARA hazard categories (EPCRA 311/312): Acute, Chronic

SARA 313:

CAS Number Chemical name

Diisocyanates

State regulations

State RTK

CAS Number Chemical name State RTK

101-68-8 Diphenylmethane-4,4'-diisocyanate (MDI) MA, NJ, PA

16. Other Information

HMIS Hazardous Rating:	Category	HMIS
	Acute Health	2
	Flammability	1
	Reactivity	1

Disclaimer:

We believe that the information contained in this MSDS is current. Since the use of this information and the conditions of the use of the product are not within our control, it is the users obligation to determine the conditions of safe use of this product. The information herein is given in good faith, but no warranty, expressed or implied, is made.

ATTACHMENT 3

MSDS Sheets for Anticipated Unitary Surfacing Material Alternate (TotTurf)



MATERIAL SAFETY DATA SHEET

Soflex EPDM Granules

1. IDENTIFICATION

PRODUCT INFORMATION: Soflex EPDM Granules

RELEVANT IDENTIFIED USES OF THE SUBSTANCE OR MIXTURE AND USES ADVISED AGAINST:

Relevant identified uses: Used for the laying of running track, playground and sports flooring and other venues.

DETAILS OF THE SUPPLIER OF THE SAFETY DATA SHEET:

Name of the company : Soflex Rubber & Urethane Sdn. Bhd.
Address of the company: Lot 726, Batu 5 ½, Jalan Kapar, 42200 Klang,
Selangor D.E.
Post Code : 42200
Telephone number : +6013-3871989 / +6010-2369827
Email address : soflex@soflex.com.my

2. HAZARDS IDENTIFICATION

NIL

This product non-hazardous and not harmful to environment.
Heavy Metal Content: NIL

3. MATERIALS COMPOSITION/INFORMATION ON INGREDIENTS

Ingredient Name:
Ethylene Propylene Diene Monomer

4. FIRST AID MEASURES

Inhalation	:	NIL
Ingestion	:	Get medical attention immediately!
Skin	:	NIL
Eyes	:	NIL

5. FIRE FIGHTING MEASURES

Extinguishing Media: Use Powder, Foam or Water

6. ACCIDENTAL RELEASE MEASURES

Spill Cleanup Methods: NIL

7. HANDLING AND STORAGE

Usage: Use in a well-ventilated area
Storage: Store in a cool, dry place.



8. EXPOSURE CONTROLS AND PERSONAL PROTECTION

NIL

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : Color Granules
Specific Gravity (Water = 1) : 1.60 ± 0.05
Hardness : 62 ± 5 shore A

10. STABILITY AND REACTIVITY

Stable under normal conditions of use.

11. TOXICOLOGICAL INFORMATION

Standard Method / Equipment / Technique Description

Standard Method	Method Description / Title
BS EN 71-3 : 1998 ICP – AES	Safety of Toys – Specification for migration of certain elements. Inductively Coupled Plasma-Atomic Emission Spectrometry

Analysis Report

Type of Analysis/Parameters/ Properties measured	Analysis Results	Unit	Preconditioning Method/ Technique	Measurement Method/ Equipment	EN71-3 Specification; mg/kg
Cadmium (as Cd)	Not Detectable (<0.5)	mg/kg	BS EN 71-3:1998	ICP-AES	75
Lead (as)	Not Detectable (<1)				90
Mercury (as Hg)	Not Detectable (<5)				60
Chromium (as Cr)	Not Detectable (<0.5)				60
Barium (as Ba)	Not Detectable (<0.5)				1000
Antimony (as Sb)	Not Detectable (<5)				60
Arsenic (as As)	Not Detectable (<5)				25
Selenium (as Se)	Not Detectable (<10)				500

Conclusion

The product is non-toxic.

12. ECOLOGICAL INFORMATION

Classified as non – hazardous.

13. DISPOSAL CONSIDERATIONS

Disposal Methods: Dispose of in accordance with Local Authority requirements.

14. TRANSPORT INFORMATION

Classified as non – hazardous for transport purpose.

15. REGULATORY INFORMATION

NA

16. OTHER INFORMATION

INFORMATION ON REVISION

Creation Date: 2017/01/01

Revision Date: 2019/08/01

Reason for revision: To update with new company address.

Pg 2/2



SAFETY DATA SHEET

THE DOW CHEMICAL COMPANY

Product name: VORAMER™ MR 1105 Isocyanate

Issue Date: 09/06/2019

Print Date: 06/09/2020

THE DOW CHEMICAL COMPANY encourages and expects you to read and understand the entire (M)SDS, as there is important information throughout the document. We expect you to follow the precautions identified in this document unless your use conditions would necessitate other appropriate methods or actions.

1. IDENTIFICATION

Product name: VORAMER™ MR 1105 Isocyanate

Recommended use of the chemical and restrictions on use

Identified uses: For industrial use. Component(s) for the manufacture of urethane polymers. We recommend that you use this product in a manner consistent with the listed use. If your intended use is not consistent with the stated use, please contact your sales or technical service representative.

COMPANY IDENTIFICATION

THE DOW CHEMICAL COMPANY
2211 H.H. DOW WAY
MIDLAND MI 48674
UNITED STATES

Customer Information Number:

800-258-2436
SDSQuestion@dow.com

EMERGENCY TELEPHONE NUMBER

24-Hour Emergency Contact: CHEMTREC +1 800-424-9300

Local Emergency Contact: 800-424-9300

2. HAZARDS IDENTIFICATION

Hazard classification

GHS classification in accordance with 29 CFR 1910.1200

Skin irritation - Category 2

Eye irritation - Category 2B

Respiratory sensitisation - Category 1

Skin sensitisation - Category 1

Specific target organ toxicity - single exposure - Category 3

Specific target organ toxicity - repeated exposure - Category 2 - Inhalation

Label elements

Hazard pictograms



Signal word: **DANGER!**

Hazards

Causes skin and eye irritation.

May cause an allergic skin reaction.

May cause allergy or asthma symptoms or breathing difficulties if inhaled.

May cause respiratory irritation.

May cause damage to organs (Respiratory Tract) through prolonged or repeated exposure if inhaled.

Precautionary statements**Prevention**

Do not breathe dust/ fume/ gas/ mist/ vapours/ spray.

Wash skin thoroughly after handling.

Use only outdoors or in a well-ventilated area.

Contaminated work clothing must not be allowed out of the workplace.

Wear protective gloves.

In case of inadequate ventilation wear respiratory protection.

Response

IF ON SKIN: Wash with plenty of soap and water.

IF INHALED: Remove person to fresh air and keep comfortable for breathing. Call a POISON CENTER/doctor if you feel unwell.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

If skin irritation or rash occurs: Get medical advice/ attention.

If eye irritation persists: Get medical advice/ attention.

If experiencing respiratory symptoms: Call a POISON CENTER/doctor.

Take off contaminated clothing and wash before reuse.

Storage

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

Store locked up.

Disposal

Dispose of contents/ container to an approved waste disposal plant.

Other hazards

No data available

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical nature: Isocyanates

This product is a mixture.

Component	CASRN	Concentration
Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer	53862-89-8	> 70.0 - < 90.0 %
Diphenylmethane Diisocyanate, isomers and homologues	9016-87-9	> 10.0 - < 30.0 %
4,4'-Methylenediphenyl diisocyanate	101-68-8	> 7.0 - < 13.0 %

Note

Note: CAS 101-68-8 is an MDI isomer that is part of CAS 9016-87-9.

4. FIRST AID MEASURES

Description of first aid measures

General advice:

First Aid responders should pay attention to self-protection and use the recommended protective clothing (chemical resistant gloves, splash protection). If potential for exposure exists refer to Section 8 for specific personal protective equipment.

Inhalation: Move person to fresh air. If not breathing, give artificial respiration; if by mouth to mouth use rescuer protection (pocket mask, etc). If breathing is difficult, oxygen should be administered by qualified personnel. Call a physician or transport to a medical facility.

Skin contact: Remove material from skin immediately by washing with soap and plenty of water. Remove contaminated clothing and shoes while washing. Seek medical attention if irritation persists. Wash clothing before reuse. An MDI skin decontamination study demonstrated that cleaning very soon after exposure is important, and that a polyglycol-based skin cleanser or corn oil may be more effective than soap and water. Discard items which cannot be decontaminated, including leather articles such as shoes, belts and watchbands. Suitable emergency safety shower facility should be available in work area.

Eye contact: Immediately flush eyes with water; remove contact lenses, if present, after the first 5 minutes, then continue flushing eyes for at least 15 minutes. Obtain medical attention without delay, preferably from an ophthalmologist. Suitable emergency eye wash facility should be immediately available.

Ingestion: If swallowed, seek medical attention. Do not induce vomiting unless directed to do so by medical personnel.

Most important symptoms and effects, both acute and delayed:

Aside from the information found under Description of first aid measures (above) and Indication of immediate medical attention and special treatment needed (below), any additional important symptoms and effects are described in Section 11: Toxicology Information.

Indication of any immediate medical attention and special treatment needed

Notes to physician: Maintain adequate ventilation and oxygenation of the patient. May cause respiratory sensitization or asthma-like symptoms. Bronchodilators, expectorants and antitussives may be of help. Treat bronchospasm with inhaled beta2 agonist and oral or parenteral corticosteroids.

Respiratory symptoms, including pulmonary edema, may be delayed. Persons receiving significant exposure should be observed 24-48 hours for signs of respiratory distress. If you are sensitized to diisocyanates, consult your physician regarding working with other respiratory irritants or sensitizers. Treatment of exposure should be directed at the control of symptoms and the clinical condition of the patient. Excessive exposure may aggravate preexisting asthma and other respiratory disorders (e.g. emphysema, bronchitis, reactive airways dysfunction syndrome).

5. FIREFIGHTING MEASURES

Extinguishing media

Suitable extinguishing media: Water fog or fine spray.. Dry chemical fire extinguishers.. Carbon dioxide fire extinguishers.. Foam.. Alcohol resistant foams (ATC type) are preferred. General purpose synthetic foams (including AFFF) or protein foams may function, but will be less effective..

Unsuitable extinguishing media: Do not use direct water stream.. May spread fire..

Special hazards arising from the substance or mixture

Hazardous combustion products: During a fire, smoke may contain the original material in addition to combustion products of varying composition which may be toxic and/or irritating.. Combustion products may include and are not limited to:.. Nitrogen oxides.. Isocyanates.. Hydrogen cyanide.. Carbon monoxide.. Carbon dioxide..

Unusual Fire and Explosion Hazards: Material reacts slowly with water, releasing carbon dioxide which can cause pressure buildup and rupture of closed containers. Elevated temperatures accelerate this reaction.. Container may rupture from gas generation in a fire situation.. Violent steam generation or eruption may occur upon application of direct water stream to hot liquids.. Dense smoke is produced when product burns.. Electrically ground and bond all equipment..

Advice for firefighters

Fire Fighting Procedures: Keep people away. Isolate fire and deny unnecessary entry.. Stay upwind. Keep out of low areas where gases (fumes) can accumulate.. Water is not recommended, but may be applied in large quantities as a fine spray when other extinguishing agents are not available.. Fight fire from protected location or safe distance. Consider the use of unmanned hose holders or monitor nozzles.. Immediately withdraw all personnel from the area in case of rising sound from venting safety device or discoloration of the container.. Do not use direct water stream. May spread fire.. Move container from fire area if this is possible without hazard.. Use water spray to cool fire-exposed containers and fire-affected zone until fire is out.. Contain fire water run-off if possible. Fire water run-off, if not contained, may cause environmental damage.. Review the "Accidental Release Measures" and the "Ecological Information" sections of this (M)SDS..

Special protective equipment for firefighters: Wear positive-pressure self-contained breathing apparatus (SCBA) and protective fire fighting clothing (includes fire fighting helmet, coat, trousers, boots, and gloves).. Avoid contact with this material during fire fighting operations. If contact is likely, change to full chemical resistant fire fighting clothing with self-contained breathing apparatus. If this is not available, wear full chemical resistant clothing with self-contained breathing apparatus and fight fire from a remote location.. For protective equipment in post-fire or non-fire clean-up situations, refer to the relevant sections..

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures: Isolate area. Keep unnecessary and unprotected personnel from entering the area. Keep personnel out of low areas. Keep upwind of spill. Spilled material may cause a slipping hazard. Ventilate area of leak or spill. If available, use foam to smother or suppress. Refer to section 7, Handling, for additional precautionary measures. See Section 10 for more specific information. Use appropriate safety equipment. For additional information, refer to Section 8, Exposure Controls and Personal Protection.

Environmental precautions: Prevent from entering into soil, ditches, sewers, waterways and/or groundwater. See Section 12, Ecological Information.

Methods and materials for containment and cleaning up: Contain spilled material if possible. Absorb with materials such as: Vermiculite. Dirt. Sand. Sawdust. Clay. Do NOT use absorbent materials such as: Cement powder (Note: may generate heat). Collect in suitable and properly labeled open containers. Do not place in sealed containers. Suitable containers include: Metal drums. Plastic drums. Polylined fiber pacs. Wash the spill site with large quantities of water. Attempt to neutralize by adding suitable decontaminant solution: Formulation 1: sodium carbonate 5 - 10%; liquid detergent 0.2 - 2%; water to make up to 100%, OR Formulation 2: concentrated ammonia solution 3 - 8%; liquid detergent 0.2 - 2%; water to make up to 100%. If ammonia is used, use good ventilation to prevent vapor exposure. Contact your supplier for clean-up assistance. See Section 13, Disposal Considerations, for additional information.

7. HANDLING AND STORAGE

Precautions for safe handling: Avoid contact with eyes, skin, and clothing. Avoid prolonged or repeated contact with skin. Avoid breathing vapor. Use with adequate ventilation. Wash thoroughly after handling. Keep container tightly closed. See Section 8, EXPOSURE CONTROLS AND PERSONAL PROTECTION.

Spills of these organic materials on hot fibrous insulations may lead to lowering of the autoignition temperatures possibly resulting in spontaneous combustion.

Conditions for safe storage: Store in a dry place. Protect from atmospheric moisture. Do not store product contaminated with water to prevent potential hazardous reaction. See Section 10 for more specific information. Additional storage and handling information on this product may be obtained by calling your sales or customer service contact.

Storage stability

Storage temperature:	Storage Period:
24 - 41 °C (75 - 106 °F)	12 Month

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control parameters

If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

Component	Regulation	Type of listing	Value
4,4'-Methylenediphenyl diisocyanate	Dow IHG	TWA	0.005 ppm

	Dow IHG	STEL	0.02 ppm
	ACGIH	TWA	0.005 ppm
	Further information: resp sens: Respiratory sensitization		
	OSHA Z-1	C	0.2 mg/m3 0.02 ppm
	Further information: (b): The value in mg/m3 is approximate.; ©: Ceiling limit is to be determined from breathing-zone air samples.		

Exposure controls

Engineering controls: Use only with adequate ventilation. Local exhaust ventilation may be necessary for some operations. Provide general and/or local exhaust ventilation to control airborne levels below the exposure guidelines. Exhaust systems should be designed to move the air away from the source of vapor/aerosol generation and people working at this point. The odor and irritancy of this material are inadequate to warn of excessive exposure.

Individual protection measures

Eye/face protection: Use chemical goggles.

Skin protection

Hand protection: Use gloves chemically resistant to this material. Examples of preferred glove barrier materials include: Butyl rubber. Chlorinated polyethylene. Polyethylene. Ethyl vinyl alcohol laminate ("EVAL"). Examples of acceptable glove barrier materials include: Neoprene. Nitrile/butadiene rubber ("nitrile" or "NBR"). Polyvinyl chloride ("PVC" or "vinyl"). Viton. NOTICE: The selection of a specific glove for a particular application and duration of use in a workplace should also take into account all relevant workplace factors such as, but not limited to: Other chemicals which may be handled, physical requirements (cut/puncture protection, dexterity, thermal protection), potential body reactions to glove materials, as well as the instructions/specifications provided by the glove supplier.

Other protection: Use protective clothing chemically resistant to this material. Selection of specific items such as face shield, boots, apron, or full body suit will depend on the task.

Respiratory protection: Atmospheric levels should be maintained below the exposure guideline. When atmospheric levels may exceed the exposure guideline, use an approved air-purifying respirator equipped with an organic vapor sorbent and a particle filter. For situations where the atmospheric levels may exceed the level for which an air-purifying respirator is effective, use a positive-pressure air-supplying respirator (air line or self-contained breathing apparatus). For emergency response or for situations where the atmospheric level is unknown, use an approved positive-pressure self-contained breathing apparatus or positive-pressure air line with auxiliary self-contained air supply. The following should be effective types of air-purifying respirators: Organic vapor cartridge with a particulate pre-filter.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance**Physical state**

Liquid.

Color

Yellow

Odor

Musty

Odor Threshold0.4 ppm *Based on Literature for MDI.* Odor is inadequate warning of excessive exposure.**pH**

Not applicable

Melting point/range

No test data available

Freezing point

No test data available

Boiling point (760 mmHg)

No test data available

Flash point	closed cup ≥ 200 °C (392 °F) <i>Literature</i>
Evaporation Rate (Butyl Acetate = 1)	No test data available
Flammability (solid, gas)	Not applicable to liquids
Lower explosion limit	No test data available
Upper explosion limit	No test data available
Vapor Pressure	< 0.00001 bar at 25 °C (77 °F) Estimated.
Relative Vapor Density (air = 1)	No test data available
Relative Density (water = 1)	1.09 at 20 °C (68 °F) / 20 °C <i>ASTM D891</i>
Water solubility	insoluble
Partition coefficient: n-octanol/water	No data available
Auto-ignition temperature	No test data available
Decomposition temperature	No test data available
Dynamic Viscosity	5,000 mPa.s at 25 °C (77 °F) <i>ASTM D4889</i>
Kinematic Viscosity	5000 mm ² /s at 25 °C (77 °F) <i>ASTM D4878</i>
Explosive properties	Not explosive
Oxidizing properties	No
Molecular weight	No test data available

NOTE: The physical data presented above are typical values and should not be construed as a specification.

10. STABILITY AND REACTIVITY

Reactivity: Products based on diisocyanates like TDI and MDI react with many materials to release heat. The reaction rate increases with temperature as well as with increased contact; these reactions can become violent. Contact is increased by stirring or if the other material acts as a solvent. Products based on diisocyanates such as TDI and MDI are not soluble in water and will sink to the bottom, but react slowly at the interface. The reaction forms carbon dioxide gas and a layer of solid polyurea.

Chemical stability: Stable under recommended storage conditions. See Storage, Section 7.

Possibility of hazardous reactions: Can occur. Exposure to elevated temperatures can cause product to decompose and generate gas. This can cause pressure build-up and/or rupturing of closed containers. Polymerization can be catalyzed by: Strong bases. Water.

Conditions to avoid: Exposure to elevated temperatures can cause product to decompose. Generation of gas during decomposition can cause pressure in closed systems. Pressure build-up can be rapid. Avoid moisture. Material reacts slowly with water, releasing carbon dioxide which can cause pressure buildup and rupture of closed containers. Elevated temperatures accelerate this reaction.

Incompatible materials: Avoid contact with: Acids. Alcohols. Amines. Water. Ammonia. Bases. Metal compounds. Moist air. Strong oxidizers. Products based on diisocyanates like TDI and MDI react with many materials to release heat. The reaction rate increases with temperature as well as with increased contact; these reactions can become violent. Contact is increased by stirring or if the

other material acts as a solvent. Products based on diisocyanates such as TDI and MDI are not soluble in water and will sink to the bottom, but react slowly at the interface. The reaction forms carbon dioxide gas and a layer of solid polyurea. Avoid contact with metals such as: Aluminum. Zinc. Brass. Tin. Copper. Galvanized metals. Avoid contact with absorbent materials such as: Moist organic absorbents. Avoid unintended contact with polyols. The reaction of polyols and isocyanates generate heat.

Hazardous decomposition products: Decomposition products depend upon temperature, air supply and the presence of other materials.. Gases are released during decomposition..

11. TOXICOLOGICAL INFORMATION

Toxicological information appears in this section when such data is available.

Acute toxicity

Acute oral toxicity

Low toxicity if swallowed. Small amounts swallowed incidentally as a result of normal handling operations are not likely to cause injury; however, swallowing larger amounts may cause injury. Observations in animals include: Gastrointestinal irritation.

As product: Single dose oral LD50 has not been determined.

Based on information for component(s):
LD50, Rat, > 2,000 mg/kg Estimated.

Acute dermal toxicity

Prolonged skin contact is unlikely to result in absorption of harmful amounts.

As product: The dermal LD50 has not been determined.

Based on information for component(s):
LD50, Rabbit, > 2,000 mg/kg Estimated. No deaths occurred at this concentration.

Acute inhalation toxicity

At room temperature, vapors are minimal due to low volatility. However, certain operations may generate vapor or mist concentrations sufficient to cause respiratory irritation and other adverse effects. Such operations include those in which the material is heated, sprayed or otherwise mechanically dispersed such as drumming, venting or pumping. Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs. May cause pulmonary edema (fluid in the lungs.) Effects may be delayed. Decreased lung function has been associated with overexposure to isocyanates.

As product: The LC50 has not been determined.

Skin corrosion/irritation

Based on information for component(s):
Prolonged contact may cause skin irritation with local redness.
Material may stick to skin causing irritation upon removal.
May stain skin.

Serious eye damage/eye irritation

Based on information for component(s):
May cause eye irritation.

May cause slight temporary corneal injury.

Sensitization

Skin contact may cause an allergic skin reaction.

Animal studies have shown that skin contact with isocyanates may play a role in respiratory sensitization.

May cause allergic respiratory reaction.

MDI concentrations below the exposure guidelines may cause allergic respiratory reactions in individuals already sensitized.

Asthma-like symptoms may include coughing, difficult breathing and a feeling of tightness in the chest. Occasionally, breathing difficulties may be life threatening.

Specific Target Organ Systemic Toxicity (Single Exposure)

Contains component(s) which are classified as specific target organ toxicant, single exposure, category 3.

Specific Target Organ Systemic Toxicity (Repeated Exposure)

Tissue injury in the upper respiratory tract and lungs has been observed in laboratory animals after repeated excessive exposures to MDI/polymeric MDI aerosols.

Carcinogenicity

Lung tumors have been observed in laboratory animals exposed to respirable aerosol droplets of MDI/Polymeric MDI (6 mg/m³) for their lifetime. Tumors occurred concurrently with respiratory irritation and lung injury. Current exposure guidelines are expected to protect against these effects reported for MDI.

Teratogenicity

In laboratory animals, MDI/polymeric MDI did not cause birth defects; other fetal effects occurred only at high doses which were toxic to the mother.

Reproductive toxicity

No relevant data found.

Mutagenicity

Genetic toxicity data on MDI are inconclusive. MDI was weakly positive in some in vitro studies; other in vitro studies were negative. Animal mutagenicity studies were predominantly negative.

Aspiration Hazard

Based on physical properties, not likely to be an aspiration hazard.

COMPONENTS INFLUENCING TOXICOLOGY:**Polymethylenepolyphenyl polyisocyanate, polypropyleneglycol copolymer****Acute inhalation toxicity**

At room temperature, vapors are minimal due to low volatility. However, certain operations may generate vapor or mist concentrations sufficient to cause respiratory irritation and other adverse effects. Such operations include those in which the material is heated, sprayed or otherwise mechanically dispersed such as drumming, venting or pumping. Excessive exposure may cause irritation to upper respiratory tract (nose and throat) and lungs. May cause pulmonary edema (fluid in the lungs.) Effects may be delayed. Decreased lung function has been associated with overexposure to isocyanates.

The LC50 has not been determined.

Diphenylmethane Diisocyanate, isomers and homologues**Acute inhalation toxicity**

LC50, Rat, 4 Hour, dust/mist, 0.49 mg/l

For similar material(s): 4,4'-Methylenediphenyl diisocyanate (CAS 101-68-8). LC50, Rat, 1 Hour, Aerosol, 2.24 mg/l

For similar material(s): 2,4'-Diphenylmethane diisocyanate (CAS 5873-54-1). LC50, Rat, 4 Hour, Aerosol, 0.387 mg/l

4,4'-Methylenediphenyl diisocyanate**Acute inhalation toxicity**

LC50, Rat, 1 Hour, dust/mist, 2.24 mg/l

12. ECOLOGICAL INFORMATION

Ecotoxicological information appears in this section when such data is available.

Toxicity**Acute toxicity to fish**

The measured ecotoxicity is that of the hydrolyzed product, generally under conditions maximizing production of soluble species.

Material is practically non-toxic to aquatic organisms on an acute basis (LC50/EC50/EL50/LL50 >100 mg/L in the most sensitive species tested).

Based on information for a similar material:

LC50, Danio rerio (zebra fish), static test, 96 Hour, > 1,000 mg/l, OECD Test Guideline 203 or Equivalent

Acute toxicity to aquatic invertebrates

Based on information for a similar material:

EC50, Daphnia magna (Water flea), static test, 24 Hour, > 1,000 mg/l, OECD Test Guideline 202 or Equivalent

Acute toxicity to algae/aquatic plants

Based on information for a similar material:

NOEC, Desmodesmus subspicatus (green algae), static test, 72 Hour, Growth rate inhibition, 1,640 mg/l, OECD Test Guideline 201 or Equivalent

Toxicity to bacteria

Based on information for a similar material:

EC50, activated sludge, static test, 3 Hour, Respiration rates., > 100 mg/l

Toxicity to soil-dwelling organisms

EC50, Eisenia fetida (earthworms), Based on information for a similar material:, 14 d, > 1,000 mg/kg

Toxicity to terrestrial plants

EC50, Avena sativa (oats), Growth inhibition, 1,000 mg/l

EC50, Lactuca sativa (lettuce), Growth inhibition, 1,000 mg/l

Persistence and degradability

Biodegradability: In the aquatic and terrestrial environment, material reacts with water forming predominantly insoluble polyureas which appear to be stable. In the atmospheric environment, material is expected to have a short tropospheric half-life, based on calculations and by analogy with related diisocyanates.

10-day Window: Not applicable

Biodegradation: 0 %

Exposure time: 28 d

Method: OECD Test Guideline 302C or Equivalent

Bioaccumulative potential

Bioaccumulation: Bioconcentration potential is low ($BCF < 100$ or $\log P_{ow} < 3$).

Bioconcentration factor (BCF): 92 Cyprinus carpio (Carp) 28 d

Mobility in soil

In the aquatic and terrestrial environment, movement is expected to be limited by its reaction with water forming predominantly insoluble polyureas.

13. DISPOSAL CONSIDERATIONS

Disposal methods: DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal practices must be in compliance with all Federal, State/Provincial and local laws and regulations. Regulations may vary in different locations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator. AS YOUR SUPPLIER, WE HAVE NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION: Composition Information. FOR UNUSED & UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: Recycler. Reclaimer. Incinerator or other thermal destruction device. For additional information, refer to: Handling & Storage Information, MSDS Section 7 Stability & Reactivity Information, MSDS Section 10 Regulatory Information, MSDS Section 15

14. TRANSPORT INFORMATION

DOT

Proper shipping name	Environmentally hazardous substance, liquid, n.o.s.(MDI)
UN number	UN 3082
Class	9
Packing group	III
Reportable Quantity	MDI

Classification for SEA transport (IMO-IMDG):

	Not regulated for transport
Transport in bulk according to Annex I or II of MARPOL 73/78 and the IBC or IGC Code	Consult IMO regulations before transporting ocean bulk

Classification for AIR transport (IATA/ICAO):

Not regulated for transport

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Transportation classifications may vary by container volume and may be influenced by regional or country variations in regulations. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

15. REGULATORY INFORMATION

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Sections 311 and 312

Skin corrosion or irritation

Serious eye damage or eye irritation

Respiratory or skin sensitisation

Specific target organ toxicity (single or repeated exposure)

Superfund Amendments and Reauthorization Act of 1986 Title III (Emergency Planning and Community Right-to-Know Act of 1986) Section 313

This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) reporting levels established by SARA Title III, Section 313.

Components**CASRN**

Diphenylmethane Diisocyanate, isomers and homologues

9016-87-9

4,4'-Methylenediphenyl diisocyanate

101-68-8

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) Section 103

Calculated RQ exceeds reasonably attainable upper limit.

Components**CASRN****RQ (RCRA Code)**

4,4'-Methylenediphenyl diisocyanate

101-68-8

5000 lbs RQ

Pennsylvania Worker and Community Right-To-Know Act:

To the best of our knowledge, this product does not contain chemicals at levels which require reporting under this statute.

California Prop. 65

This product does not contain any chemicals known to State of California to cause cancer, birth defects, or any other reproductive harm.

United States TSCA Inventory (TSCA)

All components of this product are in compliance with the inventory listing requirements of the U.S. Toxic Substances Control Act (TSCA) Chemical Substance Inventory.

16. OTHER INFORMATION

Revision

Identification Number: 274020 / A001 / Issue Date: 09/06/2019 / Version: 6.0

Most recent revision(s) are noted by the bold, double bars in left-hand margin throughout this document.

Legend

ACGIH	USA. ACGIH Threshold Limit Values (TLV)
C	Ceiling
Dow IHG	Dow Industrial Hygiene Guideline
OSHA Z-1	USA. Occupational Exposure Limits (OSHA) - Table Z-1 Limits for Air Contaminants
STEL	Short term exposure limit
TWA	Time weighted average

Full text of other abbreviations

AICS - Australian Inventory of Chemical Substances; ASTM - American Society for the Testing of Materials; bw - Body weight; CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act; CMR - Carcinogen, Mutagen or Reproductive Toxicant; DIN - Standard of the German Institute for Standardisation; DOT - Department of Transportation; DSL - Domestic Substances List (Canada); ECx - Concentration associated with x% response; EHS - Extremely Hazardous Substance; ELx - Loading rate associated with x% response; EmS - Emergency Schedule; ENCS - Existing and New Chemical Substances (Japan); ErCx - Concentration associated with x% growth rate response; ERG - Emergency Response Guide; GHS - Globally Harmonized System; GLP - Good Laboratory Practice; HMIS - Hazardous Materials Identification System; IARC - International Agency for Research on Cancer; IATA - International Air Transport Association; IBC - International Code for the Construction and Equipment of Ships carrying Dangerous Chemicals in Bulk; IC50 - Half maximal inhibitory concentration; ICAO - International Civil Aviation Organization; IECSC - Inventory of Existing Chemical Substances in China; IMDG - International Maritime Dangerous Goods; IMO - International Maritime Organization; ISHL - Industrial Safety and Health Law (Japan); ISO - International Organisation for Standardization; KECI - Korea Existing Chemicals Inventory; LC50 - Lethal Concentration to 50 % of a test population; LD50 - Lethal Dose to 50% of a test population (Median Lethal Dose); MARPOL - International Convention for the Prevention of Pollution from Ships; MSHA - Mine Safety and Health Administration; n.o.s. - Not Otherwise Specified; NFPA - National Fire Protection Association; NO(A)EC - No Observed (Adverse) Effect Concentration; NO(A)EL - No Observed (Adverse) Effect Level; NOELR - No Observable Effect Loading Rate; NTP - National Toxicology Program; NZIoC - New Zealand Inventory of Chemicals; OECD - Organization for Economic Co-operation and Development; OPPTS - Office of Chemical Safety and Pollution Prevention; PBT - Persistent, Bioaccumulative and Toxic substance; PICCS - Philippines Inventory of Chemicals and Chemical Substances; (Q)SAR - (Quantitative) Structure Activity Relationship; RCRA - Resource Conservation and Recovery Act; REACH - Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals; RQ - Reportable Quantity; SADT - Self-Accelerating Decomposition Temperature; SARA - Superfund Amendments and Reauthorization Act; SDS - Safety Data Sheet; TCSI - Taiwan Chemical Substance Inventory; TSCA - Toxic Substances Control Act (United States); UN - United Nations; UNRTDG - United Nations Recommendations on the Transport of Dangerous Goods; vPvB - Very Persistent and Very Bioaccumulative

Information Source and References

This SDS is prepared by Product Regulatory Services and Hazard Communications Groups from information supplied by internal references within our company.

THE DOW CHEMICAL COMPANY urges each customer or recipient of this (M)SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this (M)SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date shown above. However, no warranty, express or implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that his activities comply with all federal, state, provincial or local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of the manufacturer, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product. Due to the proliferation of sources for information such as manufacturer-specific (M)SDSs, we are not and cannot be responsible for (M)SDSs obtained from any source other than ourselves. If you have obtained an (M)SDS from another source or if you are not sure that the (M)SDS you have is current, please contact us for the most current version.

US



Tire Buffings

Nov. 1993
Rev. 5, 09/12

MATERIAL SAFETY DATA SHEET

B.A.S. Recycling, Inc.
14050 Day Street
Moreno Valley, CA 92553

Emergency Phone Number (951) 214-6590

I. PRODUCT IDENTIFICATION/CHEMICAL & PHYSICAL CHARACTERISTICS

PRODUCT NAME	Tire Buffings	SOLUBILITY IN WATER	Insoluble
APPEARANCE	Black particles	ODOR	Slight smell of vulcanized rubber
SPECIFIC GRAVITY	0.95 to 1.20	MELTING POINT	N/A
VAPOR PRESSURE	N/A	VAPOR DENSITY	N/A
EVAPORATION RATE	N/A	BOILING POINT	N/A

II. HAZARDOUS INGREDIENTS

MATERIAL (CAS)	WT %	OSHA PEL (ACGIH TLV)	
Vulcanized Rubber Compound	Approx. 99%	N/A	N/A

FLASH POINT: Ignition temperature of dust cloud 320 degrees centigrade.

FLAMMABLE LIMITS: N/A

III. FIRE AND EXPLOSION HAZARD DATA

FLASH POINT Ignition temperature of dust cloud: Approximately 320C (608F).

LEL .025 ounces/cubic foot. **UEL** N/A

EXTINGUISHING MEDIA Water, foam, dry powder (DO NOT USE HIGH PRESSURE WATER).

SPECIAL FIRE FIGHTING PROCEDURES Noxious gases may be formed under fire conditions. Wear NIOSH approved self-contained breathing apparatus.

UNUSUAL FIRE AND EXPLOSION HAZARDS *Dust may be explosive if mixed with air in critical proportions and in the presence of an ignition source. The hazard is similar to that of many organic solids.

*Estimate based on data for 200 mesh synthetic and crude hard rubber dust: information contained in the NFPA Fire Protection Handbook.

IV. REACTIVITY DATA

STABLE Yes.

CONDITIONS TO AVOID Conditions that will cause ignition or burning.

INCOMPATIBILITY (materials to avoid) Avoid strong oxidizing agents.

HAZARDOUS DECOMPOSITION OR BYPRODUCTS Thermal decomposition may produce carbon monoxide, carbon dioxide, zinc oxide fume/dust, sulfur dioxide, liquid and gaseous hydrocarbons.

HAZARDOUS POLYMERIZATION Will not occur.

V. HEALTH HAZARD DATA

HEALTH HAZARDS (Acute and Chronic) This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

CARCINOGENICITY Rubber is not listed as a carcinogen

SIGNS AND SYMPTOMS OF EXPOSURE Itching of skin, irritation of mucous membranes, sneezing and coughing, irritation of eye.

EMERGENCY AND FIRST AID PROCEDURES Normal washing of skin with soap and water, ordinary means of personal hygiene are adequate.

VI. PRECAUTIONS FOR SAFE HANDLING AND USE

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED

Sweep or vacuum into disposal containers.

WASTE DISPOSAL METHOD Product not defined as a hazardous waste.

Dispose of in accordance with federal, state, and local regulations.

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORING

Do not store near flame or ignition source.

OTHER PRECAUTIONS If material burns, oils will be released. These must be disposed of in accordance with federal, state, and local regulations.

VII. CONTROL MEASURES

RESPIRATORY PROTECTION (Specify Type) Use any dust and mist respirator for up to 10mg/m³

VENTILATION Yes.

LOCAL EXHAUST Yes, if dusty conditions occur.

SPECIAL None.

MECHANICAL (General) Dust collectors and exhaust fans.

PROTECTIVE GLOVES Recommended.

EYE PROTECTION Use safety goggles to prevent dust entry.

OTHER PROTECTIVE CLOTHING OR EQUIPMENT Enough fresh air should flow past the user to prevent exposure to airborne fibers and particles.

WORK/HYGIENIC PRACTICES Good personal hygiene, frequent washing with soap and water of exposed areas, remove and clean soiled clothing.

The information contained in this MSDA is consistent with the U.S. Department of Labor OSHA Form OMB No. 1218-0072. Consult OSHA Hazard communication Standard 29 CFR 1910.1200 for additional information. To fully understand the use of any material the user should avail themselves of reference material and expert consultation in the fields of fire prevention, ventilation, and toxicology.

Crumb Rubber Modifier Summary



Client: BAS Recycling, Inc. AMEC Job No.: 19-2012-2007
 Project Name: Asphalt Binder Testing Services Date Reported: 02-08-2013
 Contact: Mr. Florin Ardelean Material: Crumb Rubber

		Material Source:	BAS Recycling
		Sample ID.:	Buffing Material
		Lot #/Load# :	np
		AMEC Lab No.:	1340726
		Manufacture Date :	np
		Date Received:	02-07-2013
		Sample Date:	02-06-2013
		Sample Type:	Submittal
Chemical Analysis on Crumb Rubber Modifier		Test Method	Spec:
Acetone Extract, %	ASTM D207		-
Ash Content, %	ASTM D207		-
Carbon Black Content, %	ASTM D297		-
Rubber Hydrocarbon Content, %	ASTM D207		-
Natural Rubber Content, %	ASTM D297		-
Physical Properties			
Fiber Content, %			0.0
Sieve Analysis, Percent Passing			
1" (25 mm)	ASTM C136		100.0
3/4" (19 mm)	ASTM C136		99.1
1/2" (12.5 mm)	ASTM C136		95.1
3/8" (9.5 mm)	ASTM C136		85.5
1/4" (6.3 mm)	ASTM C136		55.9
#4 (4.75 mm)	ASTM C136		38.7
#8 (2.36 mm)	ASTM C136		12.1
#10 (2.00 mm)	ASTM C136		9.3
#16 (1.8 mm)	ASTM C136		1.2
#30 (600 µm)	ASTM C136		0.4
#40 (.425 µm)	ASTM C136		0.4
#50 (300 µm)	ASTM C136		0.4
#100 (150 µm)	ASTM C136		0.1
#200 (75 µm)	ASTM C136		0.1
Remarks: Color Processing: Buffing Raw Material, Before Entering Process .			

Reviewed By:

Sam W. Huddleston, Senior Materials Professional

3630 East Wier Avenue * Phoenix, Arizona 85040 * Telephone: (602) 437-0250