



AGREEMENT FOR PAINT REMOVAL AND SURFACE PREPARATION FOR MURAL ON GROUND WATER STORAGE TANK

THIS AGREEMENT FOR PAINT REMOVAL AND SURFACE PREPARATION FOR MURAL ON GROUND WATER STORAGE TANK ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **CHINESE CONNECTION PAINTING, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 45-0524137) ("Contractor").

WHEREAS, on September 17, 2024, City issued a Request for Quotation ("RFQ") for the provision of paint removal and surface preparation for a mural on a ground water storage tank, RFQ No.: GRM/250012 (the "Solicitation"); and

WHEREAS, four (4) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Chinese Connection Painting, Inc., was found to be the lowest; and

WHEREAS, Contractor was chosen as the intended awardee to provide paint removal and surface preparation for mural ground water storage tank (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:
 - Exhibit A: Scope of Work (A-1 through A-3)
 - Exhibit B: Price Proposal (B-1)
 - Exhibit C: Laxon Product Data Sheet (C-1 through C-2)
 - Exhibit D: Mural Guard Technical Data Sheet (D-1 through D-4)
 - Exhibit E: Mural Water Tank Specifications (E-1 through E-17)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit E, then (4) Exhibit C, then (5) Exhibit D.
3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor an amount no greater than **TEN THOUSAND, NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$10,950)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services



in accordance with the pricing and frequency detailed in **Exhibit A – Scope of Work** and **Exhibit B – Price Proposal**.

- A. **Invoice Submission.** Contractor will be given a coversheet for their invoice. This coversheet shall be filled out correctly and submitted with each invoice. All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Growth Management Department**, Attn: **David Campo III**, Address: **201 SE 3rd Street, 2nd Floor, Ocala FL 34471** E-Mail: dcampo@ocalafl.gov.
 - B. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - C. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - E. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. **All work shall be completed by Contractor in a manner satisfactory to the City Project Manager and ready for final payment within FOURTEEN (14) days of the start date indicated on the Notice to Proceed.**
 - B. **WORKING HOURS.** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays.



6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Contractor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by



- City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The



Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
10. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
 - A. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
 - B. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
 - C. Contractor shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a



- contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
13. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
17. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.



18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
- A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
19. **ADDITIONAL INSURANCE REQUIREMENTS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
 - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and



Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**

- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any



other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

23. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
24. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
25. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.



28. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

29. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
30. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
31. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum



of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

32. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power, or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power, or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
35. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Chinese Connection Painting, Inc.
Attention: Marc Sulter
43 Redwood Run Loop
Ocala, Florida 34472
Phone: 352-427-3386
E-mail: chineseconnectionpainting@gmail.com



If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov

38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
39. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of the State of Florida.
41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any



- objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
43. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
48. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
50. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Agreement on 10/13/2024

ATTEST:

CITY OF OCALA

Signed by: Angel B. Jacobs
Angel B. Jacobs
City Clerk

DocuSigned by: Peter Lee
Peter Lee
City Manager

Approved as to form and legality:

CHINESE CONNECTION PAINTING, INC.

DocuSigned by: William E. Sexton
William E. Sexton, Esq.
City Attorney

DocuSigned by: Marc Sulter
By: Marc Sulter
(Printed Name)

Title: Owner
(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# GRM/250012****BACKGROUND**

Contractor shall provide all labor, equipment, tools, and applicators necessary to provide one-time services for the 100% removal of one 20'x 286' mural on the Downtown Ground Storage Water Tank, followed by a surface cleaning of the roof and exterior walls, exterior wall surface preparation with block filling and primer painting for a new mural with one follow-up TBD for the application of a clear coat after the completion of the new mural.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** The Contractor shall be required to perform the following services for the City of Ocala:
 - Remove 100% of current surface coatings on sides of the water tank through hydro-blasting. Removal process must not contaminate the water in the storage to ensure that water remains potable.
 - Chipped paint from the surrounding area must be collected and disposed appropriately.
 - Power wash the top and exterior walls of the water tank so they are 100% clean.
 - Apply Loxon Block Surfacer to fill any remaining surface imperfections in the concrete, if needed. Apply a paint primer to the exterior walls of the water tank with two (2) coats of Loxon Masonry Primer and Sealer, or comparable product. Apply Loxon Block Surfacer to fill any remaining surface imperfections in the concrete, if needed.
 - Once the contracted artist has completed painting the mural, Contractor will apply two (2) coats of clear Muralguard to seal the tank and protect the mural.
 - All clean up and disposal associated with the job.
 - Contractor shall supply all materials including paint and all equipment necessary to complete the job, except for the Muralguard product, which the City of Ocala will provide. All work should be completed during normal business hours Monday through Friday between 8 am – 5 pm.
 - All paint removal and surface preparation work shall be completed by **5 pm on October 25, 2024**.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor shall utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The Contractor's employees shall wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.

Exhibit A – SCOPE OF WORK**CONTRACT# GRM/250012**

5. Contractor shall operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks shall display a visible company name/logo on the outside of the vehicle.
9. All damages shall be reported to the City Project Manager where final decision will be made (by the city) as to replacement and/or repairs. All replacement and/or repairs will be performed at no additional cost to the City.
10. The City does not include an allowance for delays caused by the effects of inclement weather; however, the City may grant time extensions, on a day-to-day basis for delays caused by the effects of rains or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - A. Access to City buildings and facilities to perform the work.
 - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be performed in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor shall be responsible for all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

Exhibit A – SCOPE OF WORK**CONTRACT# GRM/250012**

6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the city.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, Power Point, Access, or any other software as specified and approved by City staff.

SUB-CONTRACTORS

Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall always keep the premises free from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*


SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

1. A 100% coverage is required for all spraying and painting. If this is not achieved, Contractor shall repeat process on specific areas that are in question.
2. Contractor shall provide a **ONE (1) YEAR** warranty.

Exhibit B - PRICE PROPOSAL **CONTRACT# GRM/250012**

	CONTRACTOR NAME	LOCATION
	Chinese Connection Painting, Inc.	Ocala, FL

ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	TOTAL
1	Paint Removal and Surface Prep Project - Ground Storage Water Tank located at 470 SE 3rd Ave.				
a.	100% removal of the latex paint using the necessary media that's safe for the water tank. Prior to the latex layer, the bare concrete was primed with a blue paint, and if you get to that layer, that's okay. The removal of the latex paint is the top priority.	EA	1	\$ 3,300.00	\$ 3,300.00
b.	Once paint is removed, clean chipped paint from the surrounding area.	EA	1	\$ 500.00	\$ 500.00
c.	Pressure wash roof and exterior walls	EA	1	\$ 500.00	\$ 500.00
d.	Use Loxon Block Surfacer or a comparable product to fill in any cracks, gouges, etc.	EA	1	\$ 1,150.00	\$ 1,150.00
e.	Use Loxon Concrete & Masonry Primer (see attached TDS) to prime surface for the new mural - apply 2 coats.	EA	2	\$ 2,000.00	\$ 4,000.00
f.	Once the mural is complete, it will be coated by vendor with MuralGuard as the topcoat (see attached TDS) - City will provide the MuralGuard.	EA	1	\$ 1,500.00	\$ 1,500.00
TOTAL PRICING					\$10,950.00

CHARACTERISTICS

Loxon Concrete & Masonry Primer-Sealer is an acrylic coating specifically engineered for interior and exterior, above grade, masonry surfaces requiring a high-performance primer. It is highly alkali and efflorescence resistant and can be applied to a surface with a pH of 6 to 13.

Loxon Concrete and Masonry Primer-Sealer: Seals and adheres to concrete, brick, stucco and plaster.

Conditions porous masonry surfaces.

Use on above grade masonry surfaces for a long-lasting finish.

Apply to masonry and concrete surfaces that are at least 7 days old.

Prevents harm to subsequent coatings by alkalies in the substrate.

For use on these surfaces:

Concrete, Concrete Block, Brick, Stucco, EIFS Fiber Cement Siding, Plaster, Mortar, Exterior Wall Cladding, Tilt-Up/Pre-Cast Concrete

Finish: 0-10 units @ 85°
Color: White

Coverage:
Wet mils: 5.3-8.0
Dry mils: 2.1-3.2
Coverage: 200-320 sq. ft. per gallon
Coverage on porous & rough stucco 80 square feet per gallon.

Coverage (thin-mil primer application to new construction tilt-up/precast concrete):
Wet mils: 2.7-4.0
Dry mils: 1.1-1.6
Coverage: 400-600 sq. ft. per gallon

Drying Schedule 77°F @ 50% RH:
To touch 4 hours
To recoat 24 hours
Air and surface temperatures must not drop below 40°F for 48 hours after application.

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

Tinting with CCE only:
For best topcoat color development, use the recommended "P"-shade primer. If desired, up to 4 oz. per gallon of ColorCast Ecotones can be used to approximate the topcoat color. Check color before use.

Extra White LX02W0050

V.O.C. (less exempt solvents):
less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids: 40 ±2%
Weight Solids: 55 ±2%
Weight per Gallon: 10.92 lbs
Flash Point: N.A.
Vehicle Type: Acrylic
Shelf Life: 36 months, unopened

COMPLIANCE

As of 07/19/2023, Complies with:

OTC Yes
OTC Phase II Yes
S.C.A.Q.M.D. Yes
CARB Yes
CARB SCM 2007 Yes
CARB SCM 2020 Yes
Canada Yes
LEED® v4 & v4.1 Emissions Yes
LEED® v4 & v4.1 V.O.C. Yes
EPD-NSF® Certified Yes
MIR-Product Lens Certified Yes
MPI® Yes

APPLICATION

Temperature:
minimum 40°F
The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: No reduction necessary
Airless Spray:
Pressure 2000-2700 p.s.i.
Tip .19 inch
Brush: nylon-polyester
Roller Cover: ½ to 1½ inch nap synthetic cover

Spray and back roll on porous & rough stucco to achieve required film build and a pin-hole free surface.

For porous block, a coat of Loxon Acrylic Block Surfacer is required to achieve a pinhole free surface.

Apply at temperatures above 40°F. When the air temperature is at 40°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 40°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 4-6 hours.

Do not apply at air or surface temperatures below 40°F or when air or surface temperatures may drop below 40°F within 48 hours.

For best performance results, avoid painting in direct sun or painting substrates with elevated surface temperatures.

Do not reduce.

May be applied to damp but not to wet surfaces.

APPLICATION TIPS

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

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

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

For exterior use, this primer-sealer must be topcoated within 14 days to prevent degradation due to weathering.

RECOMMENDED SYSTEMS

Concrete, Masonry, Cement:

1 coat Loxon Concrete & Masonry Primer
2 coats Appropriate Topcoat

Stucco, Fiber Cement Siding, EIFS:

1 coat Loxon Concrete & Masonry Primer
2 coats Appropriate Topcoat

Recommended Architectural Topcoats:

A-100 Exterior Latex
Duration Exterior & Duration Home Interior
Emerald Exterior & Interior
Loxon Masonry Coatings
SuperPaint Exterior & Interior
ProClassic Interior
ProMar Interior

Recommended Industrial Topcoats:

Industrial Enamels
Pro Industrial Series
Water Based Catalyzed Epoxy

Industrial finishes have been tested for architectural applications only. Loxon Concrete and Masonry Primer has not been tested in environments subject to chemical attack. Any recommendations for use in such areas must follow a thorough evaluation of the effects of the environment on the Loxon Concrete and Masonry Primer and topcoat system.

SURFACE PREPARATION

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

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

Masonry, Concrete, Stucco:

All new surfaces must cure for at least 7 days. Remove all form release and curing agents. Pressure clean to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalks, etc. Allow the surface to dry before proceeding. Repair cracks, voids, and other holes with an appropriate patching compound or sealant.

Concrete and mortar must be cured at least 7 days at 75°F. Moisture content must be 15% or lower. On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Fill bugholes, air pockets and other voids with an acrylic elastomeric patch or sealant.

Caulking:

Fill gaps between walls, ceilings, crown moldings, and other trim with the appropriate caulk after priming the surface

SURFACE PREPARATION

Mildew:

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

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

PHYSICAL PROPERTIES

Do not paint on wet surfaces.

LX02W0050

Water Vapor Permeance (US):

Method: ASTM D1653 (grains/(hr ft² in Hg))
Result: 25.79 perms

Flexibility:

Method: ASTM D522
method B, 180° bend, 1/8 inch mandrel
Result: Pass

Alkali Resistance:

Method: ASTM D1308
Result: Pass

Mildew Resistance:

Method: ASTM D3273/D3274
Result: Pass

Efflorescence:

Method: ASTM D7072-04
Result: Pass (None)

Wind-Driven Rain Test:

Method: ASTM D6904-03
Result: Pass

SAFETY PRECAUTIONS

For interior or exterior use.

Protect from freezing.

Do not apply at temperatures below 40°F. Air and surface temperatures must not drop below 40°F for 48 hours after application.

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

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

HOTW 07/19/2023 LX02W0050 50 46
FRC, SP

CLEANUP INFORMATION

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

MuralGuard™

For Murals and Public Art TECHNICAL DATA SHEET

Zero VOC Water-Based Aliphatic Polyurethane Coating.



MuralGuard™ CSI Reference

09 96 23 Finishes

*10 Year Warranty - Apply 1 coat at 2 mils DFT+

Description

MuralGuard™ is a two-component, high performance, zero-VOC, odorless, water-based, aliphatic polyurethane varnish. MuralGuard™ provides years of excellent protection for public art projects against harsh weather conditions, UV exposure, corrosion, and graffiti. Additionally, this product has good chemical acid resistance, excellent water resistance, abrasion resistance, flexibility, and is environmentally safe.

What is IsoFree™ Technology?
When Part B is mixed with Part A the crosslink reaction makes the combined product, free of any isocyanates. Thereby the product is safe to apply for both the applicator and the environment.

Recommended Uses

- Graffiti protection applications
- Non-yellowing topcoat, UV resistant applications
- Public art installations
- Weather protection

Features & Benefits

- Highly Graffiti Resistant
- No VOC's due to its total water-based formulation
- Outdoor weathering, passes 10,000+ cycles
- Passes 160+ re-cleanability cycles
- Cure time, 3 to 7 days
- Non-flammable

Coverage Rate by Substrate (theoretical)

The coverage depends on the surface. Test the product on a small area of the substrate to estimate coverage and determine if a second coat is needed.

The use of fluted, scored block, raked joints, sandblasted or etched surfaces will result in greater absorption and lower coverage rates, by up to 40%. Test these areas for the expected coverage rate before general application. Allow for this increased surface area.

Substrate	Sq Ft/ Gallon
Textured Surface	Approx. 250 - 300
All Masonry Surfaces	Approx. 300
Painted Surface	Approx. 400
Wood Surface	Approx. 300
Metal	Approx. 400

Do not use on bare ferrous metal. Only apply to ferrous metal that is properly prepped and primed to receive a water based coating.

The use of RainguardPro's Restore-N-Prep™ Concrete and Masonry Cleaner system is recommended as a pre-treatment to clean masonry surfaces. Once clean, allow the surface to fully dry before sealing or applying a top-coat (See the Restore-N-Prep™ TDS for details).

Restore-N-Prep™ CSI Reference

03 01 40 Concrete Finishes
03 10 30 Concrete Finishes
03 10 50 Concrete Finishes
04 01 20 Unit Masonry
04 01 40 Unit Masonry

Graffiti Removal

Use of commercially available graffiti removers and solvents are acceptable.

Test Panel

Always apply MuralGuard™ onto a mock wall or test panel. Prior to coating previously sealed surfaces, test a small area for adhesion. Test wall or actual surface area to determine acceptable color, surface porosity, application rates and methods before starting general application.



Required Mixing

1. Stir Part A for 2 minutes with a stir stick or a jiffy blade at SLOW speed (500 RPM) to fully disperse the product.
2. Catalyze the product by pouring Part B into Part A and mixing thoroughly for 4-5 minutes, at the same speed as outlined in Step 1 above.
3. Pour a portion of Part A into Part B can until full. Mix well for 30 seconds, and pour back into Part A. Mix for another 2-3 minutes. Allow product to stand for 5 minutes before applying. Loosely cover mixed product. **DO NOT RE-SEAL MIXED PRODUCT.**
4. Product may be reduced with clean water to achieve the desired viscosity. We recommend using distilled water.
5. Typical spray applications require a 5% to 10% reduction for tinted white applications. For clear applications, do not exceed 20%.
6. Do not reduce catalyzed product after 30 minutes.

IMPORTANT:

Mark time to establish pot life. Pot life is 3 hours - 4 hours at 75°F (24° C). Temperature and humidity directly affect pot life and dry time. Do not mix with other products or other containers of RainguardPro IsoFree® Product.

Application Instructions

MuralGuard™ may be sprayed or brushed applied.

Smooth Surfaces

It can be applied directly over most surfaces without primer. Apply a light coat at a thickness of 3 to 4 wet mils. Do not exceed 5 mils. Reduction may create optimal flow.

Porous Surfaces

Most porous surfaces should have a sealer or filler to adequately eliminate potential pinholes prior to applying MuralGuard™.

1. Apply one coat of MuralGuard™ (3 – 4 mils wet per coat) allowing 4 hours between coats or when coating is tack free.
2. Any runs should be brushed or rolled out immediately before drying.
3. Thickness should be 1.5-2 mils when dry.

IMPORTANT: Proper methods to protect from over spraying should be implemented. Atomized particles will adhere to most surfaces and are extremely difficult to remove. Temperature and humidity directly affect pot life and dry time.

Re-Application

Apply a second coat within 48-hours for proper adhesion. If the first coat has dried longer than 48-hours, abrade the surface to promote adhesion for the second coat.

Precautions

Use material in a well-ventilated area. Protect the work of other trades. Protect shrubbery and other plants with drop cloths. Protect automobiles and all other areas not to be coated from overspray. Remove overspray from any windows, automobiles, metal as soon as possible. Clean spills and leaks in a timely manner to prevent staining.

All surfaces to be coated should be clean of any dirt and grime, efflorescence, lime run, form oils and release agents, grease, mud, excess mortar, and mold and mildew, etc. All cracks should be pointed or caulked. All voids, beeholes, masonry surface defects and openings such as conduits, pipes, drains, door frames, vents, air conditioner openings, electrical openings, control joints, or any dissimilar materials should be repaired using urethane or other approved patching. If an acid etch or an acid stain has been applied to the surface, it must be thoroughly flushed to remove all residue and then allow to dry.

Do not apply on damp or moist surface as it will whiten and may cause delamination. Do not apply to surfaces if moisture content is greater than 25% as measured with an electronic moisture meter. Do not apply product in climates where freezing temperatures have existed prior to application. Allow adequate time for surfaces to thaw. Establish that air, surface, and material temperatures are above 40°F (4.4°C) and at least 5°F above the dew point prior to painting. Do not apply in temperatures below 40°F or above 100°F. Do not apply if rain, snow, or lower temperatures are expected within 48 hours. Do not apply if relative humidity is greater than 80%.

Horizontal coated surfaces can become slippery when wet.

NOTE: MORE IS NOT BETTER! A heavier application can cause micro blistering and affect the finish.

Safe Handling

Materials shall be delivered in the original sealed containers, clearly marked with manufacturers name and type of material.

The recommended storage temperature is approximately 22 °C (72 °F). Do not damage containers. Store in a dry place. Do not store for extended periods in direct sunlight. Protect containers from resin and moisture contamination.



Technical Data

Solid by Weight (%)	Clear/Matte 52 (±2%)/58% Pigmented 58 (±2%)/64%
Solid by Volume (%)	50%
Dry Time	4 – 8 hours
Cure Time	3 – 7 days
Pounds Per Gallon	Part A 9.2 lbs/gallon Part B Clear/Matte 8.7 lbs/gallon

Test Data

TEST	RESULTS	TEST METHOD
Flash Point	>118°C (245 °F)	Tag closed cup
pH	Part A - N/A Part B - 9.2	--
Specific Gravity	1.05	--
Gloss	> 90 @ 16 °C (60°F)	Gloss meter
Gloss Loss	< 10%	ASTM D523
Color Loss	< 1.1%	ASTM D2244
Salt Spray	8,000+ hours	ASTM B117
Humidity	8,000+ hours	ASTM D2244
Abrasion	< 40mg	ASTM D4060
Hardness	> 2H	ASTM D3363
Adhesion	Pass	ASTM D2197
Flexibility	Pass	ASTM D2794
Surface Burning	Flame Spread 0 Smoke Development 0	ASTM E84
Odor	None	--
VOC (g/L, less water)	0	--
	Passed Level 10	ASTM D6578/D6578M-13
	Passed Level 1	ASTM D7089-06
Recleanability Cycles	160+	
Set-To-Touch	4 hours @ 77°F	ASTM D 1640
Dry-Through Time	4 hours @ 77°F	ASTM D 1640
MEK Double Rub	No blistering, peeling, softening or gloss loss (500+ cycles)	ASTM-D 1308
Outdoor Weathering	10,000+ hours	ASTM G155-05A
Cyclic Weathering	No blistering, peeling, softening or gloss loss	AASHTOR-31
Vapor Permeability	6.26% permeable	ASTM D1653-13



Chemical Resistance

MuralGuard™ provides excellent resistance to a wide range of chemicals and acids, including:

Ammonium Hydroxide	Hyjet #3	Toluene & Xylene
Potassium Hydroxide	Skydrol 500 A & B	Jet Fuel - Butyl Cellusolve
Sodium Hydroxide	Hydrochloric Acid 10%	Acetone - Cellusolve Acetate
Sodium Chloride	Phosporic Acid 35%	Methyl Ethyl Ketone
Trisodium Phosphate	Sulfuric Acid 20%	Beer - Cola - Milk
Ethyl Alcohol	Acetic Acid 24%	Mustard - Bleach
Isopropyl Alcohol	Trichlorethylene	-
Methyl Alcohol	Perchlorethylene	-

Warranties

Rainguard Brands, LLC guarantees that this product is free from manufacturing defects and complies with our published specifications. In the event that the buyer proves that the goods received do not conform to these specifications or were defectively manufactured, the buyer's remedies shall be limited to either the return of the goods and repayment of the purchase price or replacement of the defective material at the option of the seller. Rainguard Brands, LLC makes no other warranty, expressed or implied, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Manufacturer or seller shall not be liable for prospective profits or consequential damages resulting from the use of this product. Manufacturer shall not be liable for material used outside of its shelf life. For product dating, please refer to the batch number on the product or contact Rainguard Brands, LLC.

Surface conditions and application variables are out of the control of Rainguard Brands, LLC. As such, the applicator agrees to: Follow recommended application instructions, acknowledge limitations outlined in this technical data sheet, contact the manufacturer in the event there are any uncertainties, perform a test panel to confirm fit and finish before any general application. The data on this sheet represent typical values. Since application variables are a major factor in product performance, this information should serve only as a general guide. Rainguard Brands assumes no obligation or liability for use of this information. Contact manufacturer at 888-765-7070 before bidding to confirm warranty provisions and procedures.

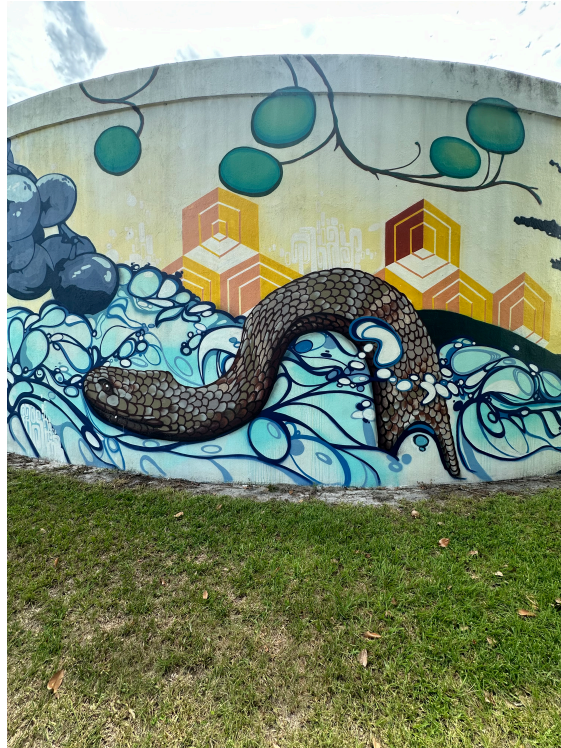
SELLER'S LIABILITY UNDER THE SALE OF THIS PRODUCT IS LIMITED TO REPLACING DEFECTIVE PRODUCT. HOWEVER, IF SELLERS FAILS IN ITS ATTEMPT TO REPLACE THE DEFECTIVE PRODUCT, BUYER WILL BE ENTITLED TO A REFUND OF MONIES PAID TO SELLER UNDER THIS PRODUCT WARRANTY. SELLER IS NOT LIABLE FOR BUYER'S LOSS OF PROFITS, BUSINESS GOODWILL, OR OTHER CONSEQUENTIAL DAMAGES, DESPITE ANY FAILURE TO REPLACE THE PRODUCT. BUYER HAS ACCEPTED THIS RESTRICTION ON ITS RIGHT TO RECOVER CONSEQUENTIAL DAMAGES AS PART OF ITS BARGAIN WITH SELLER. BUYER REALIZES AND ACKNOWLEDGES THAT THE PRICE OF THE PRODUCT WOULD BE HIGHER IF SELLER WERE REQUIRED TO BE RESPONSIBLE FOR BUYER'S CONSEQUENTIAL DAMAGES."

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[END]



SHERWIN-WILLIAMS.



Product Submittal

City of Ocala's- 1mm Mural Water Tank

SHEPHARD HOME SERVICES



*SHEPHARD HOME SERVICES
City of Ocala's- Imm Mural Water Tank
August 23, 2024*

Presented By:
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Sales Representative PC MS

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LADY LAKE, FL 32159 5235
(352) 259-2317

August 23, 2024



*SHEPHARD HOME SERVICES
City of Ocala's- Imm Mural Water Tank
August 23, 2024*

Exterior Finishes

Concrete Masonry

Primer: LX02W0050 - LXN C&M PRIMER WH

- Location: Water tank walls

Notes: higher build primer to cover and seal concrete masonry tank before topcoat

Option- 1 Topcoat: K62W00651 - LATITUDE EXT SA EW

- Location: Exterior Walls of Water Tank - Secondary Location: Walls

Notes: Loxon Primer with Latitude Topcoat may take more product to cover Mural : apply 1-2 coats for best results.

See data page.

Option- 2 Topcoat: LX11W0051 - LXN XP EW

- Location: Exterior Walls - Secondary Location: Walls

Notes: Topcoat no primer coat needed but may take more product to cover Mural : apply 2-3 coats for best results.

See data page.



SHERWIN-WILLIAMS

Basic Surface Preparation

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

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

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

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

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

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

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

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

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

- 1. Cure** – Concrete must be cured prior to coating. Cured is generally defined as concrete poured and aged at a material temperature of at least 75°F for at least 28 days unless specified products are designed for earlier application.
- 2. Moisture** – Reference ASTM F1869-98 Moisture Test by use of Calcium Chloride or ASTM D4263 Plastic Sheet Method. Concrete must be free from moisture as much as possible (it seldom falls below 15%). Vapor pressures, temperature, humidity, differentials, and hydrostatic pressures can cause coatings to prematurely fail. The source of moisture, if present, must be located, and the cause corrected prior to coating.
- 3. Temperature** – Air, surface and material temperatures must be in keeping with requirements for the selected product during and after coating application, until coating is cured.

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

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

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

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

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

Detergent water cleaning and steam cleaning per ASTM D4258.

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

Mechanical Surface Preparation Methods:

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

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

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

Impact tool methods per ASTM D4259.

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

Power tool methods per ASTM D4259.

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

Chemical Surface Preparation Methods:

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

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

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

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

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

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

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

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

Steel/Ferrous Metal Substrates

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Touch-Up, Maintenance and Repair

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

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

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

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

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



SHERWIN-WILLIAMS®

Reference Pages

Data Pages

115.02

Loxon® Concrete and Masonry Primer-Sealer

US LX02W0050, Canada LX02WQ050 White



**SHERWIN
WILLIAMS®**

CHARACTERISTICS

Loxon Concrete & Masonry Primer-Sealer is an acrylic coating specifically engineered for interior and exterior, above grade, masonry surfaces requiring a high-performance primer. It is highly alkali and efflorescence resistant and can be applied to a surface with a pH of 6 to 13.

Loxon Concrete and Masonry Primer-Sealer: Seals and adheres to concrete, brick, stucco and plaster.

Conditions porous masonry surfaces.

Use on above grade masonry surfaces for a long-lasting finish.

Apply to masonry and concrete surfaces that are at least 7 days old.

Prevents harm to subsequent coatings by alkalies in the substrate.

For use on these surfaces:

Concrete, Concrete Block, Brick, Stucco, EIFS Fiber Cement Siding, Plaster, Mortar, Exterior Wall Cladding, Tilt-Up/Pre-Cast Concrete

Finish: 0-10 units @ 85°
Color: White

Coverage:

Wet mils: 5.3-8.0
Dry mils: 2.1-3.2
Coverage: 200-320 sq. ft. per gallon
Coverage on porous & rough stucco 80 square feet per gallon.

Coverage (thin-mil primer application to new construction tilt-up/precast concrete):

Wet mils: 2.7-4.0
Dry mils: 1.1-1.6
Coverage: 400-600 sq. ft. per gallon

Drying Schedule 77°F @ 50% RH:

To touch 4 hours
To recoat 24 hours

Air and surface temperatures must not drop below 40°F for 48 hours after application.

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

Tinting with CCE only:

For best topcoat color development, use the recommended "P"-shade primer. If desired, up to 4 oz. per gallon of ColorCast Ecotones can be used to approximate the topcoat color. Check color before use.

Extra White LX02W0050

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

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

Volume Solids: 40 ±2%
Weight Solids: 55 ±2%
Weight per Gallon: 10.92 lbs
Flash Point: N.A.
Vehicle Type: Acrylic
Shelf Life: 36 months, unopened

7/2023

COMPLIANCE

As of 07/19/2023, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Product Lens Certified	Yes
MPI®	Yes

APPLICATION

Temperature:

minimum 40°F

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

Reducer: No reduction necessary

Airless Spray:
Pressure 2000-2700 p.s.i.
Tip .19 inch

Brush: nylon-polyester

Roller Cover: ½ to 1½ inch nap synthetic cover

Spray and back roll on porous & rough stucco to achieve required film build and a pin-hole free surface.

For porous block, a coat of Loxon Acrylic Block Surfacer is required to achieve a pinhole free surface.

Apply at temperatures above 40°F. When the air temperature is at 40°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 40°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 4-6 hours.

Do not apply at air or surface temperatures below 40°F or when air or surface temperatures may drop below 40°F within 48 hours.

For best performance results, avoid painting in direct sun or painting substrates with elevated surface temperatures.

Do not reduce.

May be applied to damp but not to wet surfaces.

APPLICATION TIPS

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

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

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

For exterior use, this primer-sealer must be topcoated within 14 days to prevent degradation due to weathering.

RECOMMENDED SYSTEMS

Concrete, Masonry, Cement:

1 coat Loxon Concrete & Masonry Primer
2 coats Appropriate Topcoat

Stucco, Fiber Cement Siding, EIFS:

1 coat Loxon Concrete & Masonry Primer
2 coats Appropriate Topcoat

Recommended Architectural Topcoats:

A-100 Exterior Latex
Duration Exterior & Duration Home Interior
Emerald Exterior & Interior
Loxon Masonry Coatings
SuperPaint Exterior & Interior
ProClassic Interior
ProMar Interior

Recommended Industrial Topcoats:

Industrial Enamels
Pro Industrial Series
Water Based Catalyzed Epoxy

Industrial finishes have been tested for architectural applications only. Loxon Concrete and Masonry Primer has not been tested in environments subject to chemical attack. Any recommendations for use in such areas must follow a thorough evaluation of the effects of the environment on the Loxon Concrete and Masonry Primer and topcoat system.

Loxon[®]**Concrete and Masonry Primer-Sealer****SURFACE PREPARATION**

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

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

Masonry, Concrete, Stucco:

All new surfaces must cure for at least 7 days. Remove all form release and curing agents. Pressure clean to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, peeling and defective coatings, chalks, etc. Allow the surface to dry before proceeding. Repair cracks, voids, and other holes with an appropriate patching compound or sealant.

Concrete and mortar must be cured at least 7 days at 75°F. Moisture content must be 15% or lower. On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Fill bugholes, air pockets and other voids with an acrylic elastomeric patch or sealant.

Caulking:

Fill gaps between walls, ceilings, crown moldings, and other trim with the appropriate caulk after priming the surface

SURFACE PREPARATION**Mildew:**

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

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

PHYSICAL PROPERTIES

Do not paint on wet surfaces.

LX02W0050**Water Vapor Permeance (US):**

Method: ASTM D1653 (grains/(hr ft² in Hg)

Result: 25.79 perms

Flexibility:

Method: ASTM D522

Result: method B, 180° bend, 1/8 inch mandrel
Pass

Alkali Resistance:

Method: ASTM D1308

Result: Pass

Mildew Resistance:

Method: ASTM D3273/D3274

Result: Pass

Efflorescence:

Method: ASTM D7072-04

Result: Pass (None)

Wind-Driven Rain Test:

Method: ASTM D6904-03

Result: Pass

SAFETY PRECAUTIONS

For interior or exterior use.

Protect from freezing.

Do not apply at temperatures below 40°F. Air and surface temperatures must not drop below 40°F for 48 hours after application.

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

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

HOTW 07/19/2023 LX02W0050 50 46
FRC, SP

CLEANUP INFORMATION

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

102.62

Latitude™
Exterior Acrylic Satin
 K62-650 Series



SHERWIN WILLIAMS

CHARACTERISTICS

Latitude™ Exterior Acrylic Satin gives painters more flexibility in their schedules and extends the painting season. **Latitude** is formulated with ClimateFlex Technology™, providing exceptional early moisture resistance and smooth application and appearance at extreme temperatures (application at 35°F-120°F (1.7°C - 48.8°C) air, surface and material temperatures) and is resistant to early dirt pick up.

Latitude provides outstanding performance on properly prepared aluminum and vinyl siding, wood siding, clapboard, shakes, shingles, plywood, masonry, and metal.

Key Attributes and Benefits:

ClimateFlex Technology™
 Excellent application, flow and leveling
 Great dirt pick up resistance

VinylSafe™ paint colors allow you the freedom to choose from 100 color options, including a limited selection of darker colors formulated to resist warping and buckling when applied to a sound, stable vinyl substrate.

Color: Most Colors
Coverage: 350-400 sq. ft. per gallon
 @ 4 mils wet, 1.4 mils dry

Drying Time, @ 50% RH:
 @35-45°F @45°F+

Touch: 2 Hours 2 Hours
 Recoat: 24-48 hours 4 Hours
 Drying and recoat times are temperature, humidity, and film thickness dependent.

Finish: 10-20 units @ 60°

Tinting with CCE only:

Base:	oz. per gallon	Strength
Extra White*	0-7	SherColor
Super White	DO NOT TINT	
Deep Base	4-12	SherColor
Ultradeep Base	10-12	SherColor
Light Yellow	0-10	SherColor
Vivid Yellow	0-10	SherColor
Real Red*	0-10	SherColor

*Extra White and Real Red bases may be used without the addition of CCE tint.

Extra White K62W00651
 (may vary by color)

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

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

Volume Solids:	34 ±2%
Weight Solids:	49 ±2%
Weight per Gallon:	10.49 lbs
Flash Point:	N.A.
Vehicle Type:	100% Acrylic
Shelf Life:	36 months, unopened
WVP Perms (US)	23.49 grains/(hr ft ² in Hg)

Mildew Resistant

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

COMPLIANCE

As of 09/22/2022, Complies with :

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

APPLICATION

When the air temperature is at 35°F (1.7°C), substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F (1.7°C) and at least 5°F above the dew point. Avoid using if rain or snow is expected within 30 minutes.

Do not apply at air or surface temperatures below 35°F (1.7°C) or when air or surface temperatures may drop below 35°F (1.7°C) within 48 hours.

No reduction needed.

Brush:

Use a nylon-polyester brush.

Roller:

Use a high quality 3/8-3/4 inch nap synthetic roller cover.

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

Spray - Airless:

Pressure2000 p.s.i.
 Tip0 15-.019 inch

APPLICATION TIPS

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

Thoroughly follow the recommended surface preparations. Most coating failures are due to inadequate surface preparation or application. Thorough surface preparation will help provide long term protection with **Latitude** coating.

SPECIFICATIONS

Latitude can be self-priming when used directly over existing coatings, or exterior bare drywall, plaster and masonry (with a cured pH of less than 9). The first coat acts like a coat of primer and the second coat provides the final appearance and performance. Please note that some specific surfaces require specialized treatment.

Use on these properly prepared surfaces:

Aluminum & Aluminum Siding¹, Galvanized Steel¹:
 2 coats Latitude Exterior Acrylic

Concrete Block, CMU, Split face Block:
 1 coat Loxon Acrylic Block Surfacers
 2 coats Latitude Exterior Acrylic

Brick, Stucco, Cement, Concrete:

1 coat Loxon Concrete & Masonry Primer (if needed)
 or
 Loxon Conditioner (if needed)
 2 coats Latitude Exterior Acrylic

Cement Composition Siding/Panels:

1 coat Loxon Concrete & Masonry Primer (if needed)
 or
 Loxon Conditioner (if needed)
 2 coats Latitude Exterior Acrylic

Plywood:

1 coat Exterior Latex Primer
 2 coats Latitude Exterior Acrylic

***Vinyl Siding:**

2 coats Latitude Exterior Acrylic

Wood (Cedar, Redwood):

1 coat Exterior Oil-Based Wood Primer
 2 coats Latitude Exterior Acrylic

Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. For best results on these woods, use a coat of Exterior Oil-Based Wood Primer.

Wood Composition Board - Hardboard:

Because of the potential for wax bleeding out of the substrate, apply 1 coat of Exterior Oil-Based Wood Primer and then topcoat.

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F (10°) or higher. Standard latex primers cannot be used below 50°F (10°C) or above 100°F (37.7°C). See specific primer label for that product's application limitations.

Other primers may be appropriate.

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

Latitude™

Exterior Acrylic Satin

SURFACE PREPARATION

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

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

Aluminum and Galvanized Steel:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method. On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

Cement Composition Siding-Panels:

Remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, if the pH is higher than 9, prime with Loxon Concrete & Masonry Primer. After power washing, previously painted masonry may still have a powdery surface that should be sealed with Loxon Conditioner.

Caulking:

Gaps between windows, doors, trim, and other through-wall openings can be filled with the appropriate caulk after priming the surface.

Masonry, Concrete, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations – usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting cannot wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer. Cracks, voids, and other holes should be repaired with an elastomeric patch or sealant. Concrete masonry units (CMU) - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Loxon Acrylic Block Surface. The filler must be thoroughly dry before topcoating.

Previously Painted Surfaces:

Spot prime bare areas, wait 4 hours, and paint the entire surface. Some specific surfaces require specialized treatment.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Wood:

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed.

Steel:

Rust and mill scale must be removed using sandpaper, wire brush, or other abrading method. Bare steel must be primed the same day as cleaned.

Stucco:

Remove any loose stucco, efflorescence, or laitance. Allow new stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.

***Vinyl or other PVC Building Products:**

Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, if needed prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.

CAUTIONS

For exterior use only.
Protect from freezing.
Non-Photochemically reactive.

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

ZINC:

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

HOTW 09/22/2022 K62W00651 04 36
FRC, SP

CLEANUP INFORMATION

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

115.10

Loxon® XP Waterproofing Masonry Coating-Flat

LX11-50 Series



CHARACTERISTICS

Loxon XP is an exterior, high build coating that provides excellent flexibility, durability and weather resistance. This product will protect against wind-driven rain when used on concrete, CMU, stucco and shotcrete-gunite. It is highly alkali and efflorescence resistant. This may be applied to a surface with a pH of 6 to 13.

Apply directly to fresh concrete (at least 7 days old). Shotcrete/gunite surfaces may be painted after 3 days.

Can be applied over high pH (up to 13) substrates, no primer required.

Can be applied down to 35°F.

Color: Most Colors

1 coat system, brush, roller, or spray applied, coverage per coat:

Wet mils: 14.5-18.5
Dry mils: 6.5-8.4
Coverage sq.ft. per gallon 85-110

Can be applied up to 40 mils wet. Coverage will vary with the substrate and the texture. Coverage on porous & rough stucco 80 square feet per gallon.

Drying Schedule @ 50% RH: temperature and humidity dependent.

@35-45°F @ 45°F+
Touch: 6 hrs 4 hrs
Recoat: 24-48 hrs 24 hrs

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

Finish: 0-10 units @ 85°

Tinting with CCE only:

Base	oz.per gallon	Strength
Extra White	0-6	SherColor
Deep Base	4-12	SherColor
Ultra Deep	10-12	SherColor
Light Yellow	0-12	SherColor

Extra White LX11W0051
(may vary by color)

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

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

Volume Solids: 45 ± 2%
Weight Solids: 61 ± 2%
Weight per Gallon: 11.46 lb
Flash Point: N.A.
Vehicle Type: Proprietary Acrylic
Shelf Life: 36 months, unopened

Mildew Resistant:

This coating contains agents which inhibit the growth of mildew on the surface of this coating film. Passes ASTM D3273/D3274

COMPLIANCE

As of 2/4/2022, Complies with:

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

APPLICATION

Temperature:
minimum 35°F

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

Reducer: Do not reduce

Airless Spray:
Pressure 2300 p.s.i.
Tip .021 inch
Brush Use a nylon/polyester brush

Roller Cover Use a ½ to 1½ inch nap synthetic roller cover.

The substrate and its condition will determine the application procedure. Considerations to minimize pinholes:

- 2 coat application with overnight drying between coats
- Spray application with backrolling
- Power rolling

Spray and backroll on porous & rough stucco to achieve required film build and a pin-hole free surface.

When the air temperature is at 35°F, substrates may be colder. Prior to painting, check to be sure the air, surface, and material temperatures are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours.

Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.

Do not reduce.

APPLICATION TIPS

For proper waterproofing performance and to resist alkalis, 2 coats of the coating **MUST** be applied between 14.5 -18.5 mils wet per coat.

A total dry film thickness of 13 - 16.8 mils of topcoat and a surface with 10 or less pinholes per square foot is required for a waterproofing system.

For extremely porous block a coat of Loxon Block Surfacers may be required to achieve a pinhole free surface.

For rehabilitating existing concrete water tanks, additional products may be used.

RECOMMENDED SYSTEMS

Concrete, Stucco, Concrete Block, CMU, Split-face Block, and other Cementitious surfaces

1 coat Loxon Acrylic Block Surfacers (if needed) or Loxon Conditioner (if needed)

1-2 coats Loxon XP

Previously Coated in good condition:

After power washing, apply 1 coat of Loxon XP over the surface.

Incidental Wood:

1 coat Exterior Latex Wood Primer1-
2 coats Loxon XP

Incidental Metal:

(steel, galvanized, or aluminum):
1 coat Pro Industrial Pro-Cryl Primer
1-2 coats Loxon XP

Waterproofing System:

- Two coats of topcoat
- 6.5 to 8.4 mils d.f.t. per coat
- 13 to 16.8 mils total dry film thickness
- 10 or less pinholes per square foot

Loxon® XP

Waterproofing Masonry Coating-Flat

SURFACE PREPARATION

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

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Seal stains from water, smoke, ink, pencil, grease, etc. with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Concrete, CMU, Stucco:

On tilt-up and poured-in-place concrete, commercial detergents and sandblasting may be necessary to remove sealers, release compounds, and to provide an anchor pattern. Concrete and mortar must be cured at least 7 days at 75°F. Fill bugholes, air pockets, cracks, and other voids with an elastomeric patch or sealant. Rough surfaces can be filled to provide a smooth surface.

Incidental Metal:

Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading method. Primer required.

Incidental Wood:

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. All patched areas must be primed. Primer required.

Sealing and Patching—After cleaning the surface thoroughly, prime the concrete surface with Loxon XP, apply an elastomeric patch or sealant if needed, allow to dry, then topcoat.

To improve the performance, consider:

- Use caution when preparing the substrate to create a uniform surface.
- Cracks, crevices, and through-wall openings must be patched with an elastomeric patch or sealant.
- Fill voids and openings around window and doors with an elastomeric patch or sealant.
- Stripe coat all inside and outside corners and edges with 1 coat of Loxon XP coating.

SURFACE PREPARATION

Mildew:

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

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

PHYSICAL PROPERTIES

Do not paint on wet surfaces.

LX11W0051

Wind-Driven Rain Test : Pass
 Method: ASTM D6904 7 day cure
 2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Water Vapor Permeance:
 (perms) 18.03 grains/h-ft²-in Hg.
 Method: ASTM D1653 7 day cure @ 73°F & 50% RH: Method B, Condition A-Wet cup
 2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Elongation : 312%
 Method: ASTM D412, 7 day cure @ 72°F & 50% RH 20 inch per minute
 2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Tensile Strength : 295 p.s.i.
 Method: ASTM D412, 7 day cure @ 72°F & 50% RH 20 inch per minute
 2 coats Loxon XP @ 8.1 mils d.f.t. per coat

Flexibility:
 Method: ASTM D522, 9 mils d.f.t., 1 day cure
 Result: Pass 1/8 inch

Alkali Resistance:
 Method: ASTM D1308, 7 day cure,
 11.25 mils d.f.t.
 Result: Pass

Chloride Ion Permeability:
 Result: 243 coulombs
 Result: "Very Low" Permeability Class

CO₂ Diffusion (anti-carbonation):
 Method: ASTM F2476
 Result: 344 meters
 equivalent air thickness >50 meters to pass
 8.0 g/m²/24 hrs

Crack Bridging: Class A5 Pass
 Method: EN 1062-7 Method A
 Result: up to 2.5 mm @ -10°C

Efflorescence:
 Method: ASTM D7072-19
 1 coat, 1 day cure, 7.2 d.f.t.
 Result: Pass

Adhesion:
 Method: ASTM D4541
 2 coats, 7 day cure, 7.2 d.f.t. per coat
 Result: 375 average p.s.i.

CAUTIONS

For exterior use only.

Protect from freezing.

Non-photochemically reactive.

Not for use on horizontal surfaces (floors, roofs, decks, etc.) where water will collect.

Not for use below grade. Will not withstand hydrostatic pressure.

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

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

HOTW 2/4/2022 LX11W0051 27 00
 FRC, SP

CLEANUP INFORMATION

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

Exhibit E - Mural Water Tank Specifications

CONTRACT#GRM/250012

Certificate Of Completion

Envelope Id: A389F908CE6D4CBF9B0AB88AA27F541B	Status: Completed
Subject: SIGNATURE - Agreement for Paint Removal and Surface Preparation for Mural Water Tank (GRM/250012)	
Source Envelope:	
Document Pages: 41	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Porsha Ullrich
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	110 SE Watula Avenue
	City Hall, Third Floor
	Ocala, FL 34471
	pullrich@ocalafl.gov
	IP Address: 216.255.240.104

Record Tracking

Status: Original	Holder: Porsha Ullrich	Location: DocuSign
10/4/2024 1:12:51 PM	pullrich@ocalafl.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: DocuSign

Signer Events

Marc Sulter
 chineseconnectionpainting@gmail.com
 Owner
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

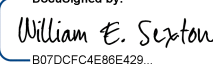
 949BC65D18BC4E4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.235.181.143
 Signed using mobile

Timestamp

Sent: 10/4/2024 1:43:48 PM
 Viewed: 10/6/2024 11:31:40 PM
 Signed: 10/6/2024 11:32:12 PM

Electronic Record and Signature Disclosure:
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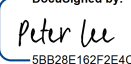
William E. Sexton
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B07DCFC4E86E429...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 10/6/2024 11:32:14 PM
 Viewed: 10/8/2024 9:09:13 AM
 Signed: 10/8/2024 9:12:59 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Peter Lee
 plee@ocalafl.org
 City Manager
 City of Ocala
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 5BB28E162F2E4C2...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Viewed: 10/13/2024 6:17:33 PM
 Signed: 10/13/2024 6:17:48 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 10/13/2024 6:17:50 PM
 Viewed: 10/14/2024 10:32:33 AM
 Signed: 10/14/2024 10:32:56 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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ID: fa71effb-e1e0-4f63-b3ee-9cf103a1537c

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/4/2024 1:43:48 PM
Certified Delivered	Security Checked	10/14/2024 10:32:33 AM
Signing Complete	Security Checked	10/14/2024 10:32:56 AM
Completed	Security Checked	10/14/2024 10:32:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.