

**CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)**

Bid/Proposal No. ITB No. 20-033

Clerk Tracking No. 2020-00067

Project Name: Galleon Drive Bridge Rail Timber Cladding and
HardiePlank Replacement - ITB

THIS AGREEMENT (the "Agreement") is made and entered into this 3rd day of ^{June} ~~May~~ 2020 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and V & H Construction, Inc., a Florida Corporation, located at: 6385 Presidential Court, Suite 202; Fort Myers, Florida 33919 (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an (ITB) Invitation to Bid No. 20-033 for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by the CONTRACTOR are generally described as Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement - ITB and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, registration, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies that regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

1.7 The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation that is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8 The CONTRACTOR agrees not to provide services for compensation to any party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONTRACTOR from contracting with other firms or government organizations for similar services.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing

in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services;
or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY for all or any designated portion or Phases of the Projects assigned to this Agreement and shall be performed once material has been received with Substantial Completion in Sixty (60) days from the NTP and Final Completion must be reached no later than Ninety (90) days from Substantial Completion or when the lumber's moisture content is acceptable to paint. Project has an estimated completion date of November 13, 2020 with an Administrative Close-out time frame of 30-days. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the

CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond is not applicable to this Agreement.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed \$35,900.00 that includes a \$3,000.00 CITY controlled Contingency and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of

Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY 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 this chapter 119.0701 F.S. 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 the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, all attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the

services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

ARTICLE TEN TERMINATION OR SUSPENSION

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar days written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest,

either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

ARTICLE TWELVE MODIFICATION

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **Charles T. Chapman IV**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

V & H Construction, Inc.
6385 Presidential Court, Suite 202; Fort Myers, Florida 33919
Attention: **Rade Vujaklija**, President
FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this

Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

ARTICLE FIFTEEN APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

END OF ARTICLE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

By: Patricia Rambosk
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: Charles T. Chapman IV
Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By: James D. Fox
James D. Fox, City Attorney

CONTRACTOR:

V & H CONSTRUCTION, INC.
6385 Presidential Court, Suite 202
Fort Myers, Florida 33919
Attention: Rade Vujaklija, President

CONTRACTOR:

Eldin Hotic

Witness

ELDIN HOTIC
Witness Printed Name

By: Rade Vujaklija

Printed Name: RADE VUJAKLIJA

Title: PRESIDENT

FEI/EIN Number: On File
A Florida Corporation (FL)

(CORPORATE SEAL)



EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any issued Addendum(s), City of Naples Website documents, screen shot below of SUPPORTING DOCUMENTS, Vendor's Submittal of (ITB) Invitation To Bid No. 20-033, titled Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement - ITB, all herein referenced and made a part of this Agreement.

20-033 Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement - ITB

Bid/RFP Status: Closed - no longer accepting bids and proposals

Bid/RFP Due Date: Thursday, May 14, 2020 - 2:00pm

Bid/RFP Reference Number:

20-033 Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement - ITB

Estimated Budget/Cost Estimate: \$40,000.00

[Back to Bids/RFPs](#)

SUMMARY / SCOPE OF WORK

The work will involve removal and replacement of the decorative timber cladding that is installed over the tubular steel railing and the removal and replacement of the Hardie Plank Siding attached to the exterior of the Galleon Drive Bridge. Work will also include the painting of the timber and Hardie Plank Siding.

SUPPORTING DOCUMENTS



20-033 Galleon Drive Bridge Rail Timber Cladding & Hardie Plank Replacement - ITB (1 MB)



Attachment A - Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement - SPECIFICATIONS (2 MB)



Attachment B - 2005 Galleon Drive Bridge Plans (484 KB)



Attachment C - 2005 Paint Specifications (989 KB)

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$3,000.00 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$35,900.00.

Retainage of (10%) ten percent will be a part of said agreement and future payments.

BID TABULATION
Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement
ITB 20-033

Item	Description	Quantity	Unit	Unit Cost	Line Item Cost
1	Removal and Disposal of the Existing Timber Cladding and Fasteners	1	LS	2,000.00	2,000.00
2	Removal and Disposal of the Existing HardiePlank Siding, Fasteners and Furring Strips	1	LS	1,900.00	1,900.00
3	Installation of the New Timber Cladding per Project Specifications Outlined in Attachment A	1	LS	20,000.00	20,000.00
4	Installation of the New Furring Strips and HardiePlank Siding per Project Specifications Outlined in Attachment A and Manufactures Specifications	1	LS	4,000.00	4,000.00
5	Priming and Painting of the New Timber Cladding and HardiePlank Siding per Project Specifications Outlined in Attachment A and Attachment C	1	LS	5,000.00	5,000.00
TOTAL BID AMOUNT					32,900.00

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ___ NO X ___

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: % Days; Net 30 Days			

Company Name: V&H Construction, Inc

EIN: 47-4451572

Email: vhinfo@vhconstruction.net

Name and Title of individual completing this schedule:
Rade Vujaklija President

(Printed Name) (Title)

X  05/14/2020
 (Signature) (Date)

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly authorized to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples
735 Eighth Street South
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **President of the V & H Construction, Inc.**, company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours' notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 18 day of June, 2020.

By: 

City of Naples, FL ITB No. 20-033

Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement - ITB

A. SUMMARY / SCOPE OF WORK

The work will involve removal and replacement of the decorative timber cladding that is installed over the tubular steel railing and the removal and replacement of the Hardie Plank Siding attached to the exterior of the Galleon Drive Bridge. Work will also include the painting of the timber and Hardie Plank Siding.

A Non-Mandatory Pre-Bid will be held in the on-street parking at 2500 Gordon Drive followed by a site visit to the Galleon Drive Bridge which is 500' east of the parking areas.

B. AWARD OF BID

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

C. CONTRACT MANAGEMENT

Brad Hefner and/or his authorized representative will serve as the City's Project Manager.

D. LICENSES AND PERMITS

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. An active Certified Building Contract's (CBC) license; and be certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

E. INSURANCE

The City's General Insurance Requirements on page 10 apply. In addition to the City's General Insurance Requirements, the specialized insurances listed below may be required at the time of contract depending on the scope of services. **UMBRELLA LIABILITY:** With limits of not less than \$5,000,000 per occurrence covering all work performed under this contract. **HAZARDOUS MATERIALS INSURANCE:** For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, hazardous materials are identified while carrying out this contract no further work is to be performed in the area of the hazardous material until Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an amendment to the contract.

F. CONDUCT

The awarded vendor(s) and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

G. CONTRACTORS EQUIPMENT

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State standards while working on City, County, or State roads as a sub-contractor of the City.

H. DISPOSAL OF DEBRIS

The awarded vendor(s) shall dispose of all debris and other materials gathered from the described work daily in compliance with City and County Laws.

I. SCHEDULING OF WORK

1. All work will be performed Monday through Saturday no earlier than 7 a.m. or later than 6 p.m., Monday through Saturday per City Code.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Contract Manager within 3 days of notification or sooner depending on the nature of the deficiency.

J. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed.
2. The awarded vendor(s) will meet with Contract Manager and set up procedures prior to the start of work.

K. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the awarded vendor(s) until correction is made.

L. QUALIFICATIONS

Prospective vendor(s) must have experience within the previous five (5) years on similar projects. Provide a listing of completed specific projects and send the attached reference questionnaire to the client who will submit the completed form directly to the City.

M. INSPECTION

The Contract Manager will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Contract Manager may authorize minor variations from the requirements of the Contract Documents.

N. REJECTING DEFECTIVE WORK

The Project Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Streets and Stormwater Construction Project Manager will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the awarded vendor(s) immediately of unacceptable work. If work has been rejected, contractor shall correct all defective work within 3 days of notification. The awarded vendor(s) will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the awarded vendor(s) fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the awarded vendor(s) to bear all costs to correct the defective work.

O. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

1. Contractor shall assume full responsibility for any damage to any property including but not limited to walls, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the

opinion of the Contract Manager. The contractor shall comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

P. PROTECTION OF OVERHEAD UTILITIES

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

Q. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

R. TRAFFIC CONTROL

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal and installation operation.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

Website Reference - Attachment A

Specifications for the Galleon Drive Bridge Rail Timber Cladding and HardiePlank Replacement

The Galleon Drive Bridge is in the Port Royal neighborhood and carries traffic over a man-made, landlocked lake. The bridge was constructed in 2005 and aesthetic treatments were installed on the railing and exterior of the bridge which have deteriorated and in need of replacement. The existing stucco coating on the bottom concrete portion of the bridge rail will be removed under separate contract. Applicable plan sheets from the 2005 replacement are included as Attachment B for informational purposes only. Replacement will per the below specifications and field dimensions will need to be verified by the prospective bidders.

As indicated in the Scope of Work, all demolition materials will be removed from site daily and the site left in a clean and orderly fashion. New materials may be stored on-site in an orderly fashion and any damage to the sod or landscaping will be replaced by the Contractor at no additional cost to the City.

MATERIAL SPECIFICATIONS

All dimensional lumber shall be pressure treated # 1 MCA GC KDAT (# 1 grade lumber, Micronized Copper Azole preservative system, Ground Contact, Kiln Dried After Treatment) which is not available at the local hardware stores. One local supplier is Decks and Docks Lumber.

All fasteners into steel tubing, lumber and HardiePlank siding shall be #316 grade stainless steel. Fasteners into concrete shall be White Tapcon which are recommended for use in pressure treated lumber. Screws are required for the HardiePlank siding and all 2" dimensional lumber. No substitutions will be allowed. All fasteners shall be countersunk, filled and sanded smooth prior to painting.

Wood glue for the half lap joints in the lattice shall be a polyurethane grade wood glue for exterior applications.

HardiePlank siding shall be factory primed 7 ¼" Artisan smooth lap siding installed at 1 ¼" overlap.

Paint shall be per Sherwin Williams Product Submittal included under Attachment C. Lumber shall not be painted until the moisture level is < 15%. Contractor shall be required use a moisture meter to verify moisture levels.

TIMBER CLADDING AND HARDIEPLANK DETAILS WITH PHOTOS OF EXISTING

Top rail consist of a 2" x10" bolted to the 2" x 8" x 3/16" steel tube and is mounted flush with the tube on the front side and overhangs tube on the rear side and has 1" x 4" attached flush with the top of 2" x 10" on both sides and ends. The top edges of all 1" x 4" shall be corner rounded and sanded smooth. The existing holes in tube will be used

ATTACHMENT A

for the bolted connections. A Memorial Plaque is installed on the south rail at the midpoint of the bridge and shall be salvaged and reinstalled in the new 2" x 10".

Columns consist of 4 EA 1" x 6" installed around the 4" x 4" x ½" steel tube with front and sides installed tight to the column with self-tapping fasteners and the rear side is fastened to the 1" edge of the side pieces. Nails per the above specification may be used on the rear side 1" x 6" and top of 1" x 6" on the rear side shall be cut bevel. Nails may also be used on the front side as needed. The 2 "NO FISHING" signs installed on the columns at the beginning of the bridge shall be salvaged and reinstalled on the new 1" x 4".

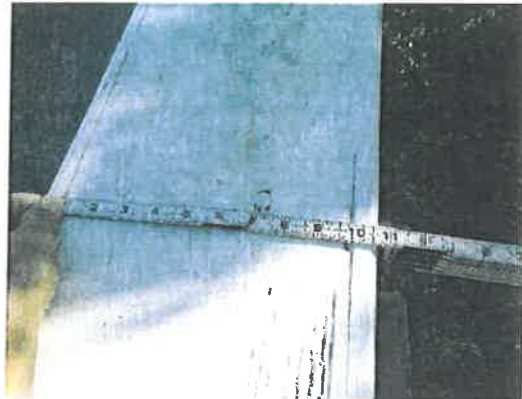
Lattice consist of 2" x 4" uprights and diagonal pieces equally spaced in between the column uprights. The connection for the diagonal pieces shall be half lap joints secured together with polyurethane grade wood glue and one fastener on the rear side of the joint.

Bottom rail consist of a 2" x 12" mounted to the top of the concrete wall flush with the top of the chamfer strip on the front side and has a 2" x 2" attached to the 2" x 12" on the ends and rear side. From exploratory work at the base of **one** of the columns, both 2" x 12" stops on either side of the 9" x 9" x ½" column base plate in the rear. On the front side, one 2" x 12" stops at the 9" x 9" x ½" column base plate. The other 2" x 12" is notched to fit around the side and front of the 9" x 9" x ½" column base plate. The top of the base plates and anchor bolts are covered with 1" x 4" cut at diagonals and the bottom of the 1" x 4" have been notched out at the anchor bolt locations. A trim piece is installed at the base on the front side of the column. Trim piece shall be diagonal cut at the ends to match the cuts of the 1" x 4" and be Colonial Series 1 ¼" x 3/8" Cellular Vinyl Stop Moulding or approved equal. Nails per the above specification may be used for the trim piece. After the bottom rails have been painted, the bridge number (035252) will be stenciled in black to the bottom rail at the beginning of the bridge on the SW and NW corners. Photo of bridge number shown in the Lattice photos.

HardiePlank shall installed to the exterior concrete bridge barrier in accordance with the Manufacturer's Specification. New 1" x 4" furring strips shall be fastened to the exterior of the concrete bridge barrier and no water resistant barrier will be required. At the four corners of the bridge, the bottom of the HardiePlank siding shall be stair-stepped up to maintain +/- 6" clearance from ground to siding. The exposed concrete from the stair-stepping shall be cleaned and painted.

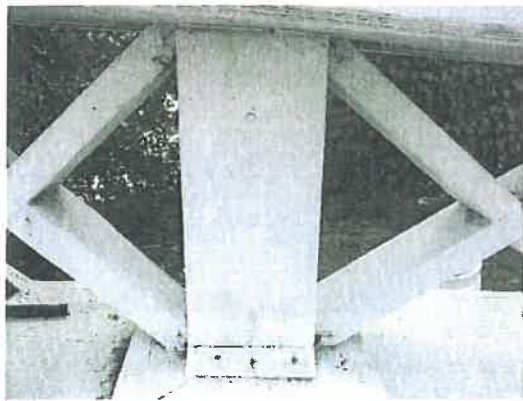
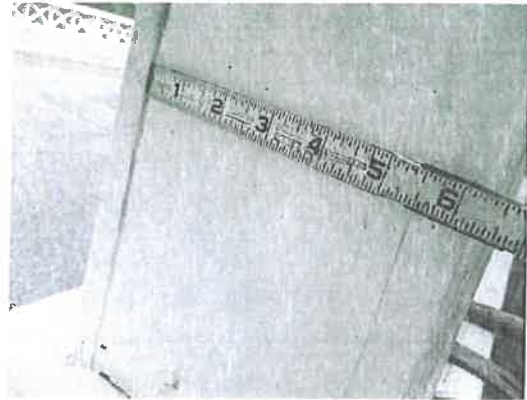
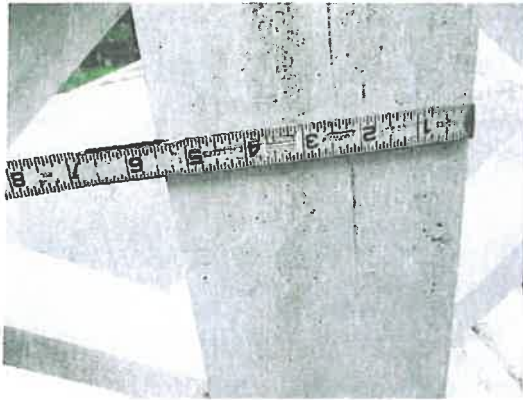
ATTACHMENT A

Top Rail



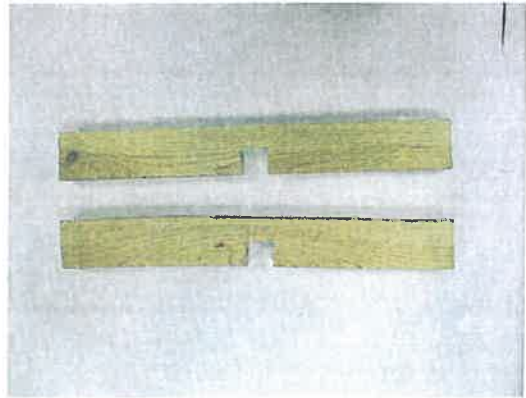
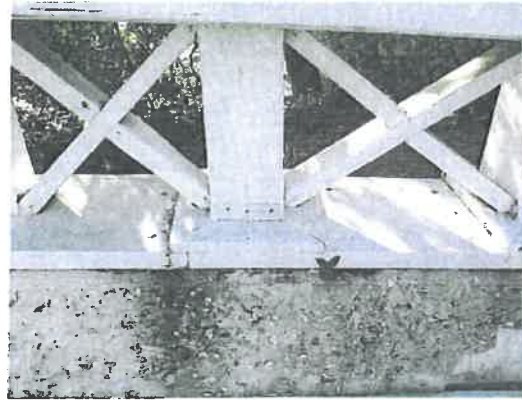
ATTACHMENT A

Columns



ATTACHMENT A

Lattice

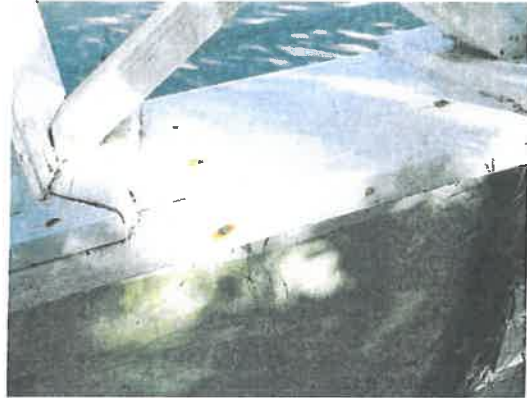
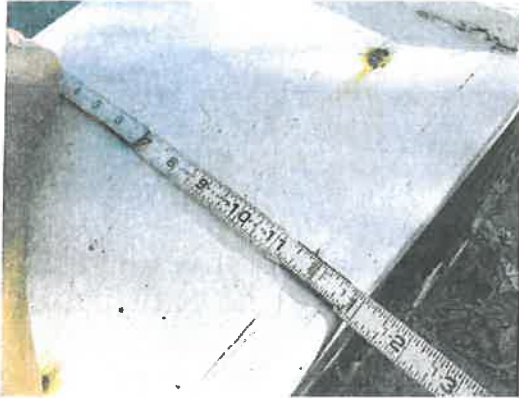


1" x 4" shown for informational purposes. 2" x 4" shall be used for diagonal piece half lap joint

ATTACHMENT A

Bottom Rail

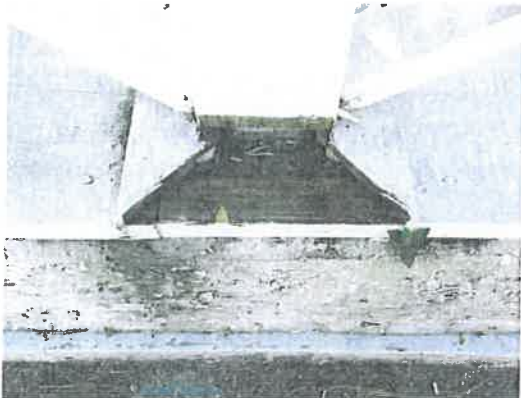
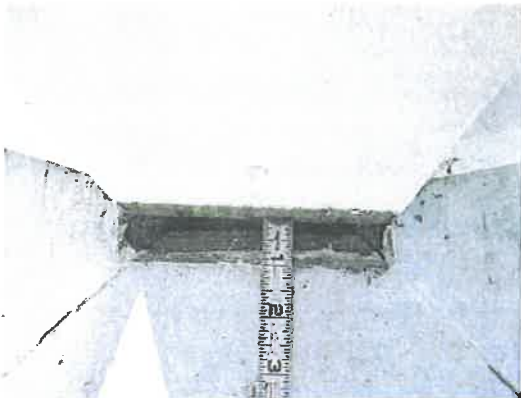
(Page 1 of 2)



ATTACHMENT A

Bottom Rail

(Page 2 of 2)



Royal Mouldings
 Colonial Series 12 ft. x 1-1/4 in. x 3/8 in. Cellular Vinyl Stop Moulding



ATTACHMENT A

Hardie Plank Siding





WEBSITE REFERENCE ATTACHMENT C

Product Submittal

Galleon Dr Bridge

Presented By:
Frank Evans
Sales Representative

(239) 227-4686
frank.b.evans@sherwin.com

SHERWIN-WILLIAMS
3960 N TAMiami TRAIL
NAPLES, FL 34103 3506
(239) 262-5058

January 24, 2020



*Galleon Dr Bridge
January 24, 2020*

Exterior Finishes

Wood - Exterior

Primer: Y24W08020 - Exterior Oil-Based Wood Primer White

Topcoat: K48W00051 - Emerald Exterior Latex Satin Extra White

Other: LX51H0010 - SU 1H WHITE 10.1 OZ

Notes: Loxon H1 Hybrid Polyurethane sealant used throughout joints and seams

Composition Board (Hardboard)

Primer: B51W00150 - EX BOND PRM WH

Topcoat: K48W00051 - Emerald Exterior Latex Satin Extra White

Other: LX51H0010 - SU 1H WHITE 10.1 OZ

Notes: Loxon H1 Hybrid Polyurethane sealant used throughout joints and seams



SHERWIN-WILLIAMS.

Reference Pages

Data Pages



**SHERWIN
WILLIAMS.**

109.31

**EXTERIOR OIL-BASED
Wood Primer**

Y24W8020 (US)
Y24WQ8820 (Canada)

As of 03/01/2017, Complies with:			
OTC	Yes	LEED® 09 CI	No
OTC Phase II	No	LEED® 09 NC	No
SCAQMD	No	LEED® 09 CS	No
CARB	Yes	LEED® V4 Emissions	No
CARB SCM2007	No	LEED® V4 VOC	No
Canada	Yes	MPI®	Yes

<u>DESCRIPTION</u>	<u>CHARACTERISTICS</u>	<u>SURFACE PREPARATION</u>
<p>Exterior Oil-Based Wood Primer is designed for blocking tannin, water, and other stains on exterior wood, manufactured siding, hardboard, rough sawn siding, and trim as a spot primer or overall primer.</p> <ul style="list-style-type: none"> • Penetrates and seals bare wood for strong adhesion and a long lasting finish • Blocks stains from water, wood tannins and knots • Resists mildew <p>For use on these surfaces:</p> <ul style="list-style-type: none"> • Pine • Fir • Cedar • Redwood • Oak • Maple • Ash • Hardboard • Primed Metal • Previously Painted Surfaces <p>Mildew Resistant This coating contains agents which inhibit the growth of mildew on the surface of this coating film.</p>	<p>Color: White</p> <p>Coverage: 350 - 400 sq ft/gal @ 4 mils wet; 2.3 mils dry</p> <p>Drying Time, @ 50% RH: @ 35-45°F @ 45°F+</p> <p>Touch: 4-8 hours 2-4 hours Recoat: 24-48 hours 24 hours</p> <p><small>Drying and recoat times are temperature, humidity and film thickness dependent.</small></p> <p>Flash Point: 115°F, PMCC Finish: 0-18 units @ 85° Vehicle Type: Alkyd</p> <p style="text-align: center;">Y24W08020</p> <p>VOC (less exempt solvents): 317 g/L; 2.64 lb/gal <small>As per 40 CFR 59.406 and SOR/2009-264, s.12</small></p> <p>Volume Solids: 59 ± 2% Weight Solids: 77 ± 2% Weight per Gallon: 11.42 lb WVP Perms (US) 2.7 grains/(hr ft² in Hg)</p> <p>Tinting Requires Blend-A-Color Toner for tinting. For best color development, use the recommended "P"-shade primer. If desired, up to 4 oz per gallon of Blend-A-Color Toner can be used to approximate the topcoat color. Check color before use.</p> <p>When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.</p> <p>For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.</p>	<p>WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.</p> <p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand glossy surfaces dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.</p> <p>Seal stains from water, smoke, ink, pencil, grease, etc. with an appropriate primer sealer.</p> <p>Wood, Composition Board - Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth. Spot prime knots and sap streaks.</p> <p>On woods that present potential tannin bleeding, such as redwood and cedar, Exterior Oil-Based Wood Primer can be used. Care must be taken to determine if tannins will be activated by the solvent in the coating. To test for bleeding, coat a 4 foot by 4 foot section with the primer. If no bleeding is evident within 4 hours, proceed with complete priming. If bleeding occurs, use Exterior Latex Wood Primer.</p>



109.31

EXTERIOR OIL-BASED Wood Primer

Y24W8020 (US)
Y24WQ8820 (Canada)

<u>SURFACE PREPARATION</u>	<u>APPLICATION</u>	<u>CAUTIONS</u>
<p>Mildew Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.</p> <p>Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.</p> <p>Caulking Fill gaps between windows, doors, trim, and other through-wall openings with the appropriate caulk after priming the surface.</p>	<p>Apply at temperatures above 35°F. No reduction necessary.</p> <p>Brush Use a natural bristle brush</p> <p>Roller Use a 3/8" - 3/4" nap synthetic cover</p> <p>Airless Spray Pressure2000 psi Tip..... .019"-.021"</p> <p><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, and tools immediately with compliant clean up solvent. Follow manufacturer's safety recommendations when using solvents.</p> <p>DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.</p>	<p>For exterior use only. Non-photochemically reactive. Not for use on horizontal surfaces, such as a roof, deck, or floor, or where water may collect.</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>HOTW 03/01/2017 Y24W08020 34 317 FRC</p>
<p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.</p>		



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EMERALD[®]
Exterior Acrylic
Satin
K48 Series

As of 11/28/2017, Complies with:

OTC	Yes	LEED [®] 09 NC, CI	N/A
OTC Phase II	Yes	LEED [®] 09 CS	N/A
SCAQMD	Yes	LEED [®] 09 H	N/A
CARB	Yes	LEED [®] v4 Emissions	No
CARB SCM2007	Yes	LEED [®] v4 VOC	Yes
Canada	Yes	MPI	Yes

CHARACTERISTICS

Emerald Exterior Acrylic Latex is our "Best-In-Class" exterior architectural house paint.

- Excellent durability, resistant to blistering, peeling and dirt pick-up
- Excellent application, flow and leveling
- Self-priming (2 coats new construction, 1 coat repaint)
- Low temp application -- down to 35°F
- Uses a patented cross-linking 100% acrylic technology

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

Color: Most colors
Coverage: 250 - 300 sq ft/gal
 @ 5.3-6.4 mils wet; 2.1-2.6 mils dry
Drying Time, @ 50% RH:
 temperature and humidity dependent

Touch: 2 hour @ 35-45°F 1 hour @ 45°F+
Recoat: 24-48 hours 4 hours
Finish: 10-20 units @ 60°

Tinting with CCE only:

Base	oz/gal	Strength
Hi Refl White	0-7	SherColor
Extra White	0-7	SherColor
Deep Base	4-14	SherColor
Ultradeep Base	10-14	SherColor
Light Yellow	0-14	SherColor
Vivid Yellow	0-14	SherColor
Primary Red	0-14	SherColor

Extra White K48W00051
 (may vary by base)

VOC (less exempt solvents):
 <50 g/L; <0.42 lb/gal
 As per 40 CFR 59.406 and SOR/2009-284, s.12
Volume Solids: 40 ± 2%
Weight Solids: 53 ± 2%
Weight per Gallon: 10.67 lb
Flash Point: N/A
Vehicle Type: 100% Acrylic
WVP Perms (US) 19.50
 grains/(hr ft² in Hg)

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

SPECIFICATIONS

Emerald Exterior Acrylic Latex is self-priming on most surfaces.

Apply 2 coats on new, bare substrates or 1 coat for repaint.

Use on these properly prepared surfaces:

- Aluminum & Aluminum Siding¹
- Galvanized Steel¹
- Concrete Block
- Split face Block
- Brick
- Cement Composition Siding/Panels
- Stucco
- Concrete
- Plywood
- Wood
- Vinyl Siding

Surfaces with a pH greater than 9 must be primed with a high pH-resistant coating such as Loxon Concrete & Masonry Primer/Sealer.

The appearance of textured surfaces such a block, will be improved with the use of Loxon Block Surfacer.

Standard latex primers cannot be used below 50°F. See specific primer label for that product's application limitations.

Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, the first coat of Emerald Coating may show some staining, but it will be trapped in the first coat. A second coat will uniform the appearance. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer then topcoat with Emerald Coating.

¹ On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.

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.

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.

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

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 and then apply 1 coat of Emerald.

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.



102.26 SA

EMERALD[®]
Exterior Acrylic
Satin
K48 Series

<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>
<p>Mildew- Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.</p> <p>Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/ water solution.</p> <p>Previously Painted Surfaces-Spot prime bare areas with Emerald, wait 4 hours, and paint the entire surface. Some specific surfaces require specialized treatment.</p> <p>Steel- Rust and mill scale must be removed using sandpaper, steel wool, or other abrading method. Bare steel must be primed the same day as cleaned.</p> <p>Masonry/Stucco-Remove any loose stucco, efflorescence, or lantance. Allow new masonry/ stucco to cure at least 30 days before painting. If painting cannot wait 30 days, allow the surface to dry 7 days and prime with Loxon Concrete & Masonry Primer. Repair cracks, voids, and other holes with an elastomeric patch or sealant.</p> <p>Unpainted Surfaces-Emerald can be used as a self-priming coating on many bare surfaces. When used this way, the first coat of Emerald acts like a coat of primer and the second coat provides the final appearance and performance.</p> <p>*Vinyl or other PVC Building Products Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color or having a Light Reflective Value (LRV) of less than 56 unless VinylSafe[®] Colors are used. If VinylSafe colors are not used the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the manufacturer's painting guidelines may cause the warranty to be voided.</p>	<p>Wood- 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.</p> <p>Knots and some woods, such as redwood and cedar, contain a high amount of tannin, a colored wood extract. If applied to these bare woods, the first coat of EMERALD may show some staining, but it will be trapped in the first coat. A second coat will uniform the appearance. If staining persists, spot prime severe areas with 1 coat of Exterior Oil-Based Wood Primer prior to using EMERALD.</p> <p style="text-align: center;"><u>APPLICATION</u></p> <p>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 Emerald coating. On repaint work, apply one coat of Emerald coating; on bare surfaces, apply two coats of Emerald, allowing 4 hours drying between coats.</p> <p>Do not paint in direct sun. Apply at temperatures above 35°F. During application at temperatures above 80°F, Emerald sets up quickly. Some adjustment in your painting approach may be required. Paint from a dry area into the adjoining wet coating area. Dries to touch in 1 hour and is ready for service overnight.</p> <p>When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface, and material temperature are above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Do not apply at air or surface temperatures below 35°F or when air or surface temperatures may drop below 35°F within 48 hours.</p> <p>On large expanses of metal siding, the air, surface, and material temperatures must be 50°F or higher.</p> <p>No reduction necessary.</p> <p>Brush Use a nylon/polyester brush.</p> <p>Roller Use a high quality polyester roller cover.</p> <p>Spray—Airless Pressure 2000 psi Tip015"-.019"</p>	<p>For exterior use only. Protect from freezing. Non-photochemically reactive.</p> <p>Before using, carefully read CAUTIONS on label.</p> <p>HOTW 11/28/2017 K48W00051 18 00 KOR, FRC,SP, VIET</p> <p style="text-align: center;"><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with a compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.</p> <p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.</p>

LOXON™ H1

One Component Low Modulus Hybrid Sealant



**SHERWIN
WILLIAMS.**

PRODUCT DESCRIPTION

Loxon™ H1 is a one component, low modulus, high performance, high movement, fast-curing, non-sag, gun-grade, moisture cure, hybrid sealant. It is designed for a wide range of sealing and caulking applications. After curing, Loxon™ H1 exhibits a flexible, resilient, rubber-like appearance that adheres to a wide variety of substrates. The combination of extreme flexibility (ASTM C920 Class 50) and very low modulus make this sealant excellent for properly constructed EIFS substrates. 100% extension in EIFS joints with minimal stress on bond line. Loxon™ H1 is VOC compliant in all 50 states.

APPLICATIONS

Expansion joints, vertical or horizontal, interior / exterior, above grade, joints with high movement, aluminum, vinyl and wood window frames, vinyl siding, skylights, doors, foundations, fascia, precast units, store front assemblies, panel walls, roofing, sanitary applications and parapets.

SUBSTRATES

EIFS, cementitious board, masonry, stucco, concrete, wood, vinyl, aluminum, steel, ceramics, clay and concrete roof tiles, stone.

Meets or exceeds the following specifications:

- ASTM C-920, Type S, Grade NS, Class 50, Use: NT, A, M, O
- Federal Specification TT-S-00230 C, Type II, Class A, Non-Sag
- Federal Specification TT-S-001543A, Type II, Class A, Non-Sag

PRODUCT AVAILABILITY*

Sales #	SKU / REX	Color	Size
650858988	SU51H0010	White	10.1 oz Cartridge
650859002	SU51H4110	Limestone	10.1 oz Cartridge
650859010	SU51H2110	Stone	10.1 oz Cartridge
650859028	SU51H5010	Black	10.1 oz Cartridge
650859036	SU51H3510	Medium Bronze	10.1 oz Cartridge
650859044	SU51H3610	Special Bronze	10.1 oz Cartridge
650859051	SU51H4510	Aluminum Gray	10.1 oz Cartridge
650859069	SU51H2210	Tan	10.1 oz Cartridge
650859077	SU51H0110	Off-White	10.1 oz Cartridge
650858996	SU51H0043	White	20 oz Sausage
650859119	SU51H4143	Limestone	20 oz Sausage
650859127	SU51H2143	Stone	20 oz Sausage
650859135	SU51H5043	Black	20 oz Sausage
650859143	SU51H3543	Medium Bronze	20 oz Sausage
650859150	SU51H3643	Special Bronze	20 oz Sausage
650859168	SU51H4543	Aluminum Gray	20 oz Sausage
650859176	SU51H2243	Tan	20 oz Sausage
650859184	SU51H0143	Off-White	20oz Sausage
651003253	SU51H7143	Redwood Tan	20oz Sausage

* Not all products are stocked in all DSCs.

SWI SEALANT-WATERPROOFING & RESTORATION INSTITUTE

Issued to: Sherwin Williams®
Product: Loxon™ H1 Low Modulus Hybrid Sealant

C719: Pass Ext:+50% Comp:-50%

Substrate: Primed Mortar; Unprimed Glass, Aluminum (Special Colors - Please Submit Photos and Samples to verify coloring)

Validation Date: 10/17/17 - 10/16/22

No. 1017-LS11022 Copyright © 2017

SEALANT VALIDATION
www.swrionline.org

ASTM TEST DATA

TABLE 1: TYPICAL UNCURED PROPERTIES*		
Property	Value	Test Method/Note
Tack free Time	90 minutes	ASTM C679
Curing Time @75°F, 50% relative humidity	2-5 days depending on bead size	Varies with relative humidity
Flow, Sag or Slump	Passes	ASTM C639
Staining	Passes	ASTM C510
TABLE 2: TYPICAL PROPERTIES* (After full cure at 75°F & 50% RH)		
Property	Value	Test Method/Note
Hardness (Shore A)	16+/- 2	ASTM C661
Tensile Strength	140-180 psi	ASTM D412
Elongation	800-1,000%	ASTM D412
Adhesion in Peel	35 pli	ASTM C794
Stain & Color Change	Passes	ASTM C510
Ozone Resistance	Good	
Joint Movement Capability	+ or - 50%	ASTM C719
Extension	100%	ASTM C1382
UV Resistance	Good	ASTM C793

*Values given above are not intended to be used in specification preparation.

The physical properties of fully cured Loxon™ H1 will remain relatively unchanged over a temperature range of -40°F to 180° F.

LOXON™ H1 One Component Low Modulus Hybrid Sealant

LIMITATIONS

Not recommended for:

- Areas subjected to continuous water immersion.
- Joints contaminated with grease, wax, corrosion, bitumen or cement laitance.
- Horizontal joints in floors or decks where abrasion or physical abuse is encountered.
- Special architectural finishes without proper testing.

LOXON™ H1 sealant should be dry tooled. Tooling techniques using solvents or soapy solutions are not recommended.

All surfaces must be evaluated for adhesion prior to use. Not designed as a glazing sealant. Do not apply on glass or plastic glazing panels.

LOXON™ H1 is exceptional where color retention is critical. Check tack-free time to prevent dirt pickup.

During the cure time of LOXON™ H1, do not expose to other uncured sealants, alcohol based materials or solvents, acids, or solvent-based materials, and certain petroleum based products.

Until the sealant is fully cured, do not expose the sealant to any mechanical stress. Uncured sealant will not respond properly to cyclic expansion and contraction of the joint specified for the cured sealant only.

LOXON™ H1 must not be used to seal narrow joints, fillet joints, and face nail holes.

Smearing and feathering LOXON™ H1 over joints is not recommended.

Lower relative humidity and temperature will extend the curing time. Confined areas, deep joints and moisture barrier substrates may also extend the cure time.

TECHNICAL DATA:

LOXON™ H1 exhibits excellent weatherability when exposed to ultraviolet radiation, atmospheric hydrocarbons and extremes in temperature. Joints designed to accommodate 100% total joint movement will not affect the seal or adhesion bond.

Joints properly designed and sealed will extend and compress a total of 100% of the installation width with no more than 50% movement in a single direction.

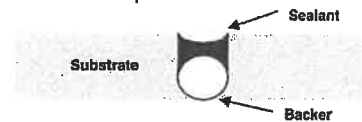
Cured sealant can be painted with emulsion or synthetic enamel paints. LOXON™ H1 will be virtually unaffected by contact with water after cure on non-porous substrates.

On porous substrates, priming is recommended if the sealant will be subjected to sporadic periods of immersion. Not intended for continuous immersion.

PRECAUTIONS: IF THIS PRODUCT IS USED IN DIRECT CONTACT WITH ANY OTHER SEALANT OR ELASTOMER A COMPATIBILITY TEST MUST BE CONDUCTED, BY PURCHASER OR USER, PRIOR TO ACCEPTANCE. LOXON™ H1 SEALANT IS NOT COMPATIBLE WITH OXIME CONTAINING SILICONE SEALANTS.

INSTALLATION: JOINT DESIGN AND PREPARATION

Joint design depends on a variety of factors, such as the maximum expansion and contraction of the substrate from thermal change. Recommended maximum joint width should not exceed 1-1/2" (1.50") (3.81cm) and the maximum joint depth should not exceed 1/2" (0.500") (12.69mm). Minimum joint width should not be less than 1/4" (0.250") (0.34mm). The sealant depth should be 1/4" (0.34mm) for joints 1/4" in width. For joints over 1/4" in width, depth should be 1/2 of the joint width but should not exceed 1/2" (0.500") (12.69mm) in depth. In order to obtain the recommended sealant mass, the joint should be filled with closed cell backer rod first, leaving the proper depth to be filled with sealant. Desirable backer rod materials are polyethylene or polyethylene non-gassing foamed rod. Do not prime or puncture the closed cell structure of polyethylene rod as bubbles could form and migrate to the surface of the curing sealant. The use of open cell backer rod is not recommended. In situations where joint depth does not allow for use of backer rod, bond breaker (polyethelene strip) should be used to prevent three-sided adhesion.



SURFACE PREPARATION:

Old sealant should be completely removed. Concrete and masonry surfaces must be free of foreign matter and contaminants. Dust and loose particles should be blown out of joints. A clean, dry, sound and uncontaminated surface is mandatory. Stone surfaces must be cohesively sound, dry and free of contaminants. Granite, limestone, marble and sandstone must be pre-tested for adhesion prior to sealant installation.

When used in conjunction with EIFS systems, Loxon™ H1 should be applied to system base coat to avoid delamination of EIFS finish. Base coat must be cured, of proper depth, well bonded and sound. Some EIFS systems may require a primer. Refer to EIFS manufacturer recommendations.

Mill finish aluminum may contain an invisible oil film or oxide. Clean with an appropriate solvent. The use of solvents may be hazardous to your health. Use only in well ventilated areas. KEEP AWAY FROM OPEN FLAME. Read all labeling before use and follow solvent manufacturer's recommendations and instructions for safe handling. Many high-performance coatings or unusual surface treatments may require abrasion of the surface with steel wool or fine emery paper during preparation.

PRIMING:

Certain situations or substrates may require a primer. Ensure compatibility *before* using primers. See primer PDS for details and proper use (SUPRIQD13 or SUPRIPS13).

- Priming of masonry or other porous substrate joints with SUPRIPS13 is recommended if the joints will be subjected to intermittent immersion.

LOXON™ H1 One Component Low Modulus Hybrid Sealant

- b) Some metals and non-porous surfaces may require priming with SUPRIQD13.
- c) It is recommended that all surfaces be pre-tested with LOXON™ H1 sealant to determine if cleaning will be necessary to remove surface contamination. In the case of some exotic coatings, priming or other surface treatment may be necessary.
- d) LOXON™ H1 Sealant is compatible with most coatings and treatments, but due to the vast numbers of, and types of surface coatings available, Sherwin-Williams recommends pre-testing LOXON™ H1 sealant on the surface in question. Follow manufacturer's recommended recoat times for application of LOXON™ H1 sealant to primers or treatments. Check primer or treatment for surface contaminants prior to application of sealant.

METHOD OF APPLICATION:

All surfaces must be structurally sound, clean, dry, and fully cured. A field adhesion (pull test) in test joints is recommended, before application. Apply LOXON™ H1 sealant in a continuous operation, using a professional grade caulking gun and positive pressure adequate to properly fill and seal the joint.

TOOLING:

LOXON™ H1 sealant should be dry tooled. Tooling techniques using solvents or soapy solutions are not recommended. Tooling of freshly applied sealant is necessary for proper adhesion. Tool the sealant with adequate pressure to spread the sealant against the back-up material and onto the joint surfaces. If joint surfaces have been masked, remove masking tape immediately after tooling.

PAINTING:

Exercise caution if painting. When painting over LOXON™ H1 sealant with primers, top-coats or treatments, cracking or peeling of these coatings could occur because of joint movement. In general, oil-based paints are not recommended because of their relatively poor elastic properties and because of their potential interaction with the sealant chemistry, which may create non-curing conditions for the painted sealant. Do not paint over LOXON™ H1 sealant until it has formed a skin (thin film). Cure is dependent on temperature and humidity.

LOXON™ H1 sealant when applied in a typical 1/2" x 1/4" bead and backed with a suitable bond-breaker at 75°F and 50% RH, will be acceptable for painting with breathable coatings within 24 hours and non-breathable coatings after 72 hours. Warmer, more humid conditions will allow LOXON™ H1 sealant to cure more quickly and conversely, cooler and/or drier conditions will lengthen the cure time. A small test area is strongly recommended.

CLEANING:

Cured sealant is very difficult to remove. Excess sealant and smears should be dry-wiped from all surfaces while still uncured, followed with a commercial solvent such as xylol, toluol or methyl ethyl ketone. The use of these solvents (or other solvents) may be hazardous to your health.

KEEP AWAY FROM OPEN FLAME. Read all labeling before use, and follow solvent manufacturer's recommendations and instructions for safe handling. Tool and application equipment may also be cleaned with the same solvents. The dried sealant can be removed by cutting with a sharp-edged tool; thin films by abrading.

CAUTIONS

Danger. May cause an allergic skin reaction. May damage fertility. May damage the unborn child. Causes skin irritation. Causes serious eye irritation. Suspected of causing cancer.
Prevention: Obtain special instructions before use. Avoid breathing dusts/vapours. Do not handle until all safety precautions have been read and understood. Wash hands thoroughly after handling. Wear protective gloves. Wear eye or face protection. Use personal protective equipment as required. Contaminated work clothing should not be allowed out of the workplace. **Response:** IF exposed or concerned: Get medical attention. **IF ON SKIN:** Wash with plenty of soap and water. If skin irritation or rash occurs: Get medical attention. Take off contaminated clothing. Wash contaminated clothing before reuse. **IF IN EYES:** Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. **IF exposed or concerned:** Get medical attention. If skin irritation occurs: Get medical attention. If eye irritation persists: Get medical attention. **Storage:** Store locked up. **Disposal:** Dispose of contents and container in accordance with all local, regional, national and international regulations. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **FOR INDUSTRIAL USE ONLY.** Please refer to the SDS for additional information. Do not transfer contents to other containers for storage. Percentage of the mixture consisting of ingredient(s) of unknown toxicity: 58%

SHELF LIFE:

LOXON™ H1 sealant will exhibit a 15 month shelf life from the date of manufacture when stored at room temperature.

LIMITED WARRANTY

LIMITED WARRANTY: Sherwin-Williams warrants for one year from date of use if used as directed and within product shelf life (as set forth in the current Sherwin-Williams Product Data Sheet (the "PDS") for this product) that this product will be free from manufacturing defects and meet the specifications set forth in the product PDS. Sherwin-Williams makes no warranty as to appearance or color. If this product fails to meet the foregoing warranty, as your sole remedy, upon proof of purchase, we will replace the product at no cost or refund the original purchase price. Labor or costs associated with labor not included. This warranty is made to the original purchaser and is not transferable. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, WHICH ARE ALL DISCLAIMED AND/OR LIMITED IN DURATION TO THE EXTENT PERMITTED BY LAW. WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FROM ANY CAUSE WHATSOEVER.**

LOXON™ H1 One Component Low Modulus Hybrid Sealant

Coverage in Lineal Feet One cartridge (10.1fl. Oz)				
Depth in Inches				
Width in Inches		1/4"	3/8"	1/2"
	1/4"	24'	-	-
	3/8"	16'	-	-
	1/2"	12'	-	-
	5/8"	10'	7'	-
	3/4"	-	6'	4'
	7/8"	-	5'	4'
	1"	-	4'	3'

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

Performance Tips:

- Prevent Loxon™ H1 from coming into contact with oil-based sealants, uncured silicone sealants, polysulfides, or fillers that contain oil, tar or asphalt.
- LOXON™ H1 sealant will not adhere to previously applied silicone sealants.
- Protect unopened containers from direct sunlight and heat.
- In cool or cold weather, store container(s) at room temperature for at least 24 hours, before using.
- Loxon™ H1 can be applied below freezing temperatures only if: substrates are completely dry and free of moisture, and clean.
- Do not apply over freshly treated wood; treated wood must have been weathered for at least six months.
- Do not use in swimming pools or other submerged conditions.
- Substrates such as stainless steel, copper, and galvanized steel typically require the use of a primer. Loxon™ Quick Dry primer SUPRIQD13 is acceptable. Loxon™ Quick Dry primer SUPRIQD13 can also be used for Kynar 500 based coatings. An adhesion test is recommended for any questionable substrate.
- Loxon™ H1 should **not** be used in glazing applications. Do **not** apply on glass or plastic glazing panels.



108.51

EXTREME BOND™

Interior/Exterior Bonding Primer

B51W00150 (US)
B51WQ0150 (Canada)

As of 12/08/2016, Complies with:			
OTC	Yes	LEED® 09 NC, CI	Yes
OTC Phase II	Yes	LEED® 09 CS	Yes
SCAQMD	Yes	LEED® 09 H & S	Yes
CARB	Yes	LEED® v4 Emissions	Yes
CARB SCM 2007	Yes	LEED® v4 VOC	Yes
Canada	Yes	MPI	Yes

CHARACTERISTICS	CHARACTERISTICS	SURFACE PREPARATION						
<p>Extreme Bond Primer is a high quality, waterborne, acrylic, primer. Designed for coating hard, slick, glossy surfaces with minimal surface preparation.</p> <p>Because of the exceptional adhesion of this product, sanding may not be necessary for most clean, paintable surfaces.</p> <ul style="list-style-type: none"> Promotes adhesion on hard to paint surfaces Tightly bonds to slick and glossy surfaces Assures uniform appearance of topcoats One coat application Fast dry Universal, will accept Hi-Performance coatings such as epoxies and urethanes Assures adhesion of the topcoat to slick, glossy surfaces <p>Interior & Exterior for use on these surfaces:</p> <ul style="list-style-type: none"> PVC Piping Plastics Glass Wall Laminate Glossy Surfaces Aluminum Kitchen Cabinets Fiberglass Varnished Woodwork Ceramic Wall Tile Previously Painted Surfaces Glazed Block Fluoropolymer coatings <p>EXTERIOR USE When priming larger exterior pre-finished metal surfaces where exterior maximum adhesion is needed, use DTM Bonding Primer.</p>	<p>Color: White Base</p> <p>Coverage: 450-500 sq ft/gal (11.04-12.27 m²/L) @ 3.1 mils wet; .9 mils dry</p> <p>Drying Time, @ 77°F(25°C), 50% RH: Drying and recoat times are temperature, humidity and film thickness dependent.</p> <p>Touch: 30 minutes</p> <p>Recoat: as a primer 1 hour as a stain sealer: 4 hours with a Hi-Performance Finish 24 hours</p> <p>Flash Point: N/A</p> <p>Finish: 0-5 units @ 60°</p> <p>Tinting with CCE only:</p> <table border="0"> <tr> <td>Base</td> <td>oz/gal</td> <td>Strength</td> </tr> <tr> <td>White</td> <td>0 - 2</td> <td>Sher-Color Acrylic</td> </tr> </table> <p>B51W00150 VOC (less exempt solvents): <50 g/L; <0.42 lb/gal As per 40 CFR 59.406 and SOR/2009-264, s.12</p> <p>Volume Solids: 30 ± 2%</p> <p>Weight Solids: 47 ± 2%</p> <p>Weight per Gallon: 10.93 lb (4.96 kg)</p> <p>Tinting May be tinted with no more than 2 oz. of ColorCast Ecotone[®] per gallon. Do not exceed 2 ounces per gallon of total colorant. Check color before use. For best topcoat color development, use the recommended "P"-shade primer.</p> <p>When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming. See Exterior Use if priming pre-finished metal surfaces.</p> <p>Must be topcoated within 14 days with oil/alkyd, latex, epoxy, urethane, and lacquer topcoats.</p>	Base	oz/gal	Strength	White	0 - 2	Sher-Color Acrylic	<p>WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.</p> <p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.</p> <p>Testing - On hard, slick, glossy, or otherwise hard to paint surfaces, after preparing the surface, apply a test area of this primer, allow to dry properly and test for adhesion. Because of the exceptional adhesion of this product, sanding may not be necessary for most clean, paintable surfaces.</p> <p>Sanding or dulling with an abrasive cleaner is recommended on glossy, extremely hard surfaces for maximum adhesion.</p> <p>Stains from heavy water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer.</p>
Base	oz/gal	Strength						
White	0 - 2	Sher-Color Acrylic						



108.51

EXTREME BOND™

Interior/Exterior Bonding Primer

B51W00150 (US)
B51WQ0150 (Canada)

<u>SURFACE PREPARATION</u>	<u>SURFACE PREPARATION</u>	<u>CAUTIONS</u>
<p>Due to the wide variety of substrates, surface preparation methods, application methods, and environments, one should test the complete system for adhesion, compatibility and performance prior to full scale application.</p> <p>Aluminum and Galvanized Wash to remove any oil, grease, or other surface contamination. All corrosion must be removed with sandpaper, wire brush, or other abrading methods.</p> <p>Ceramic Tile/ Glazed Block and Brick/ Porcelain After removing all surface contamination, the surface should be scuff sanded or scrubbed with an abrasive cleaner to dull the surface for best adhesion. Tile - Tile, laminate, ceramic and plastic tiles, and similar glossy surfaces, must be free of all oil, grease, and soap residue. Glass Apply Extreme Bond directly to glass that has been thoroughly cleaned.</p> <p>CAUTION: Any opaque coating will block light, which then causes an increase in the surface temperature of the glass. Dark colors will get hotter than light colors. In tightly fitted glass, any increase in the temperature of the glass will cause some expansion of the glass, which may cause it to shatter.</p> <p>Plastic/Vinyl/PVC/Fiberglass/ Formica After removing all surface contamination, the surface should be scuff sanded or scrubbed with an abrasive cleaner to dull the surface for best adhesion.</p> <p>Plastic: Due to the diverse nature of plastic substrates, a coating or coating system must be tested for acceptable adhesion to the substrate prior to use in production. Reground and recycled plastics along with various fire retardants, flowing agents, mold release agents, and foaming/blowing agents will affect coating adhesion. Please consult your Sherwin- Williams Representative for system recommendations.</p>	<p>Mildew Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.</p> <p>Do not use hydrocarbon containing solvents such as mineral spirits. When cleaning the surface use only a waterbased emulsifying detergent.</p> <p style="text-align: center;"><u>APPLICATION</u></p> <p>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 2-3 hours. Air and surface temperatures must not drop below 35°F(1.7°C) for 48 hours after application.</p> <p>Do not reduce for stain blocking. No reduction necessary. Brush - Use a nylon/polyester brush. Roller - Use a 3/8" nap soft woven roller cover. Spray—Airless Pressure..... 2000 psi Tip015"-.021"</p>	<p>Protect from freezing. Non-photochemically reactive. Do not use this product in areas subject to excessive water, e.g., in showers, around sinks, or on tubs. Not for use on floors. For large exterior pre-finished metal surfaces such as siding, use DTM Bonding Primer. Do not use on large surfaces of exterior wood. Does not adhere to polypropylene, polyethylene, or thermoplastic polyolefins.</p> <p>HOTW 12/08/2016 B51W00150 06 00 SP, FRC</p> <p style="text-align: center;"><u>CLEANUP INFORMATION</u></p> <p>Clean spills, spatters, hands and tools with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.</p> <p>The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.</p>