



# COVER SHEET

## PROPOSAL FROM KYA Services LLC

CA LICENCE # 984827 B + C15

### CORPORATE OFFICE

**Main Office & Gallery**  
1522 Brookhollow Dr. Suite  
Santa Ana, CA 92705  
Fax (714) 586-5526  
Accounts (714) 659-6476  
KYA (714) 659-6477

**Northern Office & Gallery**  
3235 Sunrise Blvd, Suite 4  
Rancho Cordova, CA 95742  
KYA (916) 407-2855  
Fax (916) 282-1304

### OFFICE LOCATIONS

Orange County  
Inland Empire  
Palm Springs  
Los Angeles  
San Diego  
Carlsbad  
Riverside  
Bakersfield  
Central Valley  
San Francisco  
Sacramento

We service all counties in  
California

Date: January 24, 2018

To: Perris Union High

Attn: Art Fritz

Phone: 951-941-7557

Pages: 6

Project Name: PALs - Flooring Renovations

Proposal Number: 1-1-13222

Thank you for your continued interest in KYA Services LLC and for allowing me the opportunity to discuss our products and services.

Attached is the proposal per your request.

Please do not hesitate to call me if you have any questions, I look forward to being of assistance to you.

Sincerely,



**Michelle Morris**  
Regional Advisor

Cell: (714) 235-0462  
E-mail: [michelle.morris@theyagroup.com](mailto:michelle.morris@theyagroup.com)  
Tel: (714) 659-6475 | Fax: (714) 586-5526  
Website: [www.theKYAgroup.com](http://www.theKYAgroup.com)  
1522 Brookhollow Dr., Suite 3  
Santa Ana, CA 92705



This is a legal agreement - please read carefully. Complete and initial all pages.

### SCOPE OF WORK - PRICING

<b>PALs - Flooring Renovations</b>	<b>Quantity</b>	<b>U/M</b>	<b>Price</b>	<b>Value</b>
Supply Event Grain & Pigment - Direct Glue Ashen - Pg. 213	2,728.00	SF	\$3.03	\$8,265.84
Supply Abrasive Luminosity Carpet Tile Seaside Elegance - Pg. 199	612.00	SY	\$35.37	\$21,646.44
Supply Geo Tile Welcome II Portabella - Pg. 195	35.00	SY	\$39.00	\$1,365.00
NIC - 5000 Adhesive (120sy/4 Gal)	6.00	EA	\$88.95	\$533.70
NIC - 4100 LVT Adhesive -4 Gal (800.0)	4.00	EA	\$158.32	\$633.28
Supply & Apply MW-XX-F 4" Topset Rubber Base - Brown - Pg. 222	1,400.00	LF	\$4.00	\$5,600.00
Supply & Apply MW-XX-F6 6" Topset Rubber Base - Brown - Pg. 222	250.00	LF	\$4.67	\$1,167.50
Supply & Apply CRS-XX-D Reducer Strips - Pg. 220	84.00	LF	\$4.00	\$336.00
Demo Existing Carpet - Pg. 234	700.00	SY	\$5.31	\$3,717.00
Demo Existing VCT - Pg. 234	730.00	SF	\$1.88	\$1,372.40
Demo Existing Sheet Vinyl - Pg. 234	84.00	SY	\$16.88	\$1,417.92
Standard Floor Preparation - Pg. 236	37.00	HRS	\$75.00	\$2,775.00
Apply LVT - Pg. 214	2,728.00	SF	\$2.50	\$6,820.00
Apply Carpet Tiles - Pg. 200	612.00	SY	\$7.81	\$4,779.72
Apply Geo Tiles - Pg. 195	35.00	SY	\$8.13	\$284.55
Moisture Test	8.00	EA	\$133.33	\$1,066.64
Sundries, Dumpster Rental, Delivery	1.00	EA	\$2,702.70	\$2,702.70
Bonding Fee	1.00	EA	\$1,339.96	\$1,339.96
Sales Tax	1.00	EA	\$2,514.43	\$2,514.43
			<b>Total Price</b>	<b>\$68,338.08</b>



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**This is a legal agreement - please read carefully. Complete and initial all pages.**

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**Proposal:** 1-1-13222  
**To:** Perris Union High  
155 East Fourth St.  
92570

**Date:** January 24, 2018  
**Terms:** Net 30

**c/o:** Perris Union High  
**RA:** Michelle Morris  
**RA Phone:** (714) 235-0462  
**RA Email:** michelle.morris@thekyagroup.com  
**Site:** PALs  
**Address:** 515 East Seventh St.,  
92570

**Site Qualifications and General Scope of Work**

**DIR # 1000003379**

Priced per Wiseburn #1

**Notes:** Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

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## CONDITIONS AND WARRANTY

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1) **Proposal:**

The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) **Purchase:**

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

3) **Standard Exclusions:**

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) **Insurance Requirements:**

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) **Payment:**

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) **Lien Releases:**

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:**

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) **Manufacturing and Delivery:**

Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

9) **Returned Product, Deposits and/ or Cancelled Order:**

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) **Concealed Conditions:**

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) **Changes in the Work:**

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) **Warranty; Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).** The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) **Indemnification:**

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) **Delegation: Subcontractors:**

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company



15) **Force Majeure: Impracticability:**

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) **Dispute Resolution:**

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) **Entire Agreement; No Reliance:**

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) **No Third-Party Beneficiaries:**

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) **Governing Law:**

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) **Assignment:**

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreement shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

**Executed to be effective as of the date executed by the Company:**

**KYA Services LLC**

**Accepted by:**

Signature:	Signature:	<i>Michelle Morris</i>
By: (Print)	By: (Print)	Michelle Morris
Title:	Title:	Regional Advisor
Date:	Date:	January 31, 2018

# Bid Documents for Carpet and Resilient Flooring at Various District Sites

Piggyback No. 1



**Wiseburn School District**

13530 Aviation Boulevard  
Hawthorne, California 90250

January 24, 2014

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**WISEBURN SCHOOL DISTRICT**  
**NOTICE TO CONTRACTORS CALLING FOR BIDS**

**Please submit all questions related to this Bid to Wiseburn School District**

**School District:** Wiseburn School District of Los Angeles County,  
CA. (Hereinafter "DISTRICT".)

**Bid Deadline:** **BP #1 - Not later than 10:00am, Monday, February 10, 2014.**  
**BP #2 - Not later than 2:00pm, Monday, February 10, 2014.**

**Bid Opening:** Bids shall be opened publicly and read aloud following the Bid Deadline stated above.

**Place of Bid Opening:** **DISTRICT OFFICES**  
13530 Aviation Blvd. Hawthorne, CA 90250 (310) 643-7659

**Project Identification Name:** **New Wiseburn High School**  
**201 N. Douglas Street**  
**El Segundo, CA**

NOTICE IS HEREBY GIVEN that the DISTRICT, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of Contracts for the following bid packages of work to be performed:

Bid Pkg. #	Scope of Work	License Required
1	Carpet and Resilient Flooring	C15
2	Synthetic Turf and Sports Flooring	C15

**All Bids shall be made and presented on forms furnished by the District.** Bids shall be received in the place identified above, and shall be opened and publicly read aloud to the public in order of the Bid Package numbers at the above-stated time and place.

This bid will include a base bid as well as two alternate bids. The basis of award will be the lowest total price of the base bid plus the two alternate bids.

All bidders are hereby notified of **MANDATORY Pre-bid Conference on Friday, January 24th, 2014 at 10:00am**. Interested Contractors shall meet at the New Wiseburn High School location, 201 N. Douglas Street, El Segundo Ca 90245. Any questions or clarifications arising from these inspections are to be submitted to the District in writing and in accordance with the bid documents. The purpose of this meeting is for bidders to have an opportunity to familiarize themselves with the bid requirements. No interpretations or clarifications of contract documents will be made at this time.

**Bid documents will be available on or after January 24th, 2014.**

In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the Owner requires that the bidder possess the classification of contractor's license appropriate for the work to be performed at the time that the bid is submitted. Appropriate licenses are noted in parenthesis after the Bid Package title listed above and more than one license may be required. This list in no way relieves the Contractor from fulfillment of any legal requirement or licensing necessary for performance of his work.

In addition to the bid security referred to in the contract documents (1), each bidder shall submit, on forms furnished with the contract documents; (2) the Designation of Subcontractors (if any); (3) the

Carpet and Resilient Flooring – Bid Pkg. No. 1

Notice Calling For Bids

Wiseburn School District

Page 1

# WISEBURN SCHOOL DISTRICT

Information Required of Bidders; (4) the Contractor's Certificate Regarding Workers' Compensation; (5) the Non-Collusion Affidavit; and any other documents as specified in the Master Specifications.

The DISTRICT reserves the right to reject any or all bids or to waive any immaterial irregularities or informalities in any bid or in the bidding process.

As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT OFFICES and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.

No bidder may withdraw any bid for a period of **sixty (60)** days after the date set for the opening of bids.

Pursuant to Section 22300 of the Public Contract Code, the successful bidder is permitted to substitute securities for any moneys withheld by the DISTRICT to ensure performance under the Contract. Alternatively, the successful bidder may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the successful bidder.

For the Board of Education, WISEBURN SCHOOL DISTRICT

Vince Madsen – Director of Facilities  
Planning Wiseburn School District  
vmadsen@wiseburn.k12.ca.us

Published: **January 13th, 2014, January 20th, 2014**

## INSTRUCTIONS TO BIDDERS

1. Preparation of Bid Form and Bidding Procedures. Proposals under these specifications shall be submitted on the blank forms furnished herewith including, but not limited to, the forms in the Special Conditions, at the time and place stated in the Notice Calling for Bids. Each bidder shall review and comply with all bidding instructions and requirements set forth in the Special Conditions. All blanks in the Bid Form, Basis of Award Form, and the Unit Cost Schedule Forms/Unit Price Schedule Forms must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. Bid Security. Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than **five percent (5%)** of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

3. Signature. The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any Contract Documents, Special Conditions, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the forms and amounts of surety bonds which will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Vince Madsen, Director of Facilities Planning  
vmadsen@wiseburn.k12.ca.us

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to bid opening. Requests received less than **six (6)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the Wiseburn School District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board pursuant to the terms and conditions of the Contract Documents including, but not limited to, the Special Conditions. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director of Facilities Planning not less than three (3) working days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the Protest and Protest related questions and Protest Appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The Decision on the Bid Protest will state the reasons for the actions taken by District and will be copied to all parties involved in the protest.

b. The decision concerning the Bid controversy will be final and not subject to any further Appeals.

c. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.



13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

14. [Reserved]

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et. seq.).

16. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Package.

17. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. Preference for Materials and Substitutions.

a. One Product Specified. Unless the plans and specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

b. Request for Substitution. See Supplementary General Conditions.

19. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

20. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.

21. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

22. Non-Collusion Declaration. Public Contract Code Section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

23. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code Sections 1770 et. seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

24. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

25. Obtaining Bidding Documents. Bidding Documents, may be obtained from:

To place an order documents online from ARC Planwell, Please go to then click on Public Planroom. Search by typing in Wiseburn, then click on the project number to enter project. Add items to your cart by selecting the cart icon for each file, then click on Print Order, Or you may send your request to [costamesa.planwell@e-arc.com](mailto:costamesa.planwell@e-arc.com) Phone: 714-424-8525.

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

26. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the Owner office of Wiseburn School District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of Owner notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addendum will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addendum issued by the Owner office of Wiseburn School District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

## Checklist of Mandatory Bid Forms

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- Bid Form
- Basis of Award Form
- Unit Cost Schedules
- Cooperative Purchasing/And Other Agency Clause
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then No Substitutions will be allowed after the bids are opened)
- Contractor's Certificate Regarding Workers Compensation
- Contractor's Certificate Regarding Drug-Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

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Contractor

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Date

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By

**PRE-BID CLARIFICATION FORM (For Contractor's Use)**

PROJECT NAME:			
PROJECT NUMBER:			
TO:		EMAIL:	_____ &

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

<b>REQUESTED CLARIFICATION:</b>

<b>RESPONSE TO CLARIFICATION:</b>

Attach additional numbered sheets as necessary; however, only one (1) request shall be contained on each submitted form.

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each Bidder shall set forth below:

(a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.



**BID FORM**

FOR

Carpet and Resilient Flooring

At Various District Sites

Bid Package No. 1

FOR

WISEBURN SCHOOL DISTRICT

CONTRACTOR  
NAME:

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ADDRESS:

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TELEPHONE:

---

FAX:

---

EMAIL:

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TO: Wiseburn School District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

BID PACKAGE NO. 1

Carpet and Resilient Flooring at Various District Sites

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the District Offices of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL PRICE – ENTIRE JOB

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

FIVE HUNDRED NINETY THOUSAND, FIVE HUNDRED FORTY THREE AND 65/100 DOLLARS

(\$ 590,543.65 )

Total price shall equal the "Grand Total" of entire job detailed in the Basis of Award Form in the Special Conditions. If there are any discrepancies between words and numbers, then the lowest price (whether in words or numbers) prevails.

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the



undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: \_\_\_\_\_

License expiration date: \_\_\_\_\_

Name on License: \_\_\_\_\_

Class of License: \_\_\_\_\_

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location(s) of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Special Conditions, Addenda, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

---

Proper Name of Company

---

Name of Bidder Representative

---

Street Address

---

---

City, State, and Zip

---

Phone Number

---

Fax Number

---

E-Mail

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Bidder Representative

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

**\* COOPERATIVE PURCHASING/ OTHER AGENCY CLAUSE**

For the term of the Contract and any mutually agreed extension pursuant to this request for bids, and at the option of the successful bidder, the Wiseburn School District specifies that other public school districts, community college districts or other public agencies in the State of California may purchase, lease-purchase or rent the identical item(s) at the same or lower price and upon the same terms and conditions (hereinafter referred to as “Piggyback”) pursuant to Public Contract Code sections 20118 and 20652. Unless incidental to the lease or purchase, labor for installation is specifically excluded from the Piggyback bid.

The Wiseburn School District waives its right to require such other public entities to draw their warrants in favor of the Wiseburn School District and authorizes each district/ agency to make payment to the successful bidder.

\_\_\_\_\_  
Proper Name of Bidder

\_\_\_\_\_  
Signature

By:\_\_\_\_\_

**SUPPLEMENTARY GENERAL CONDITIONS**

**CONTRACTOR'S CERTIFICATE REGARDING  
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**SUPPLEMENTARY GENERAL CONDITIONS**

**CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person’s or organization’s policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Wiseburn School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR  
By: \_\_\_\_\_  
Signature

**SUPPLEMENTARY GENERAL CONDITIONS**

**CONTRACTOR’S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Wiseburn School District’s Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating “ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED” and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Signature

**NON-COLLUSION DECLARATION TO BE EXECUTED**

**BY BIDDER AND SUBMITTED WITH BID**

(Public Contract Code Section 7106)

**(Prime Bidder)**

I am the \_\_\_\_\_ the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on the 8<sup>th</sup> of February 2014.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

**BID GUARANTEE FORM**  
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the \_\_\_\_\_ School District or a certified check payable to the order of the \_\_\_\_\_ School District in an amount equal to ten percent (10%) of the base bid and alternates (\$ \_\_\_\_\_).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

\_\_\_\_\_  
Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid



**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and \_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound unto the Wisburn School District (hereafter called "District") in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of \_\_\_\_\_.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

By

(Corporate Seal)

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Principal's Title

By

(Corporate Seal)

\_\_\_\_\_  
Surety's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

(Attached Attorney in Fact Certificate)

\_\_\_\_\_  
Surety's Name

\_\_\_\_\_  
Surety's Address

\_\_\_\_\_  
Surety's Phone Number

**IMPORTANT:**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

**THIS IS A REQUIRED FORM.**

Any claims under this bond may be addressed to:

(Name and Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of agent or representative for service of process in California if different from above)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone Number of Surety and agent or representative for service of process in California).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[End of Required Bid Document]

**SAMPLE AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County of Los Angeles of the State of California, by and between the \_\_\_\_\_ District, hereinafter called the "District", and \_\_\_\_\_, hereinafter called the "Contractor".

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with BURNETT ELEMENTARY SCHOOL pursuant to the Carpet and Resilient Flooring Bid Package No. 1 in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within \_\_\_\_\_ ( ) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of \_\_\_\_\_ said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section \_\_\_\_\_. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall

protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice Inviting Bids
- Instructions to Bidders
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond
- Bid Form
- Basis of Award Form
- Unit Cost Schedules/Unit Price Schedules
- Cooperative Purchasing/ And Other Agency Clause
- Contractor's Certificate Regarding Worker's Compensation
- Agreement Form
- Payment Bond
- Performance Bond
- Guarantee
- Escrow Agreement for Security Deposit In Lieu of Retention
- Workers' Compensation/Employers Liability Endorsement

General Liability Endorsement  
Automobile Liability Endorsement

General Conditions  
Supplementary and Special Conditions  
Specifications  
All Addenda as Issued  
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class Contractor's License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the above named parties, on the day and year first above written.

CONTRACTOR:

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

**PAYMENT BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the WISEBURN SCHOOL DISTRICT (sometimes referred to hereinafter as “Obligee”) has awarded to \_\_\_\_\_ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the “Public Work”); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned Contractor, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WISEBURN SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above

described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact



**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:  
(Name and Address of Surety)

(Name and Address of agent or representative for  
service for service of process in California)

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

STATE OF CALIFORNIA )

) ss.

COUNTY OF )

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he/she/they subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

**PERFORMANCE BOND**

**(CALIFORNIA PUBLIC WORK)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the WISEBURN SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to \_\_\_\_\_ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: \_\_\_\_\_ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated \_\_\_\_\_, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WISEBURN SCHOOL DISTRICT in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive

notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligees's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

SURETY:

\_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged: \$ \_\_\_\_\_ (This must be filled in by a corporate surety).



**GUARANTEE**

Guarantee for labor. We hereby guarantee that the \_\_\_\_\_, which we have installed  
(Materials/Products)  
in \_\_\_\_\_ has been done in accordance with the Contract Documents, including  
(Project Name/School Name)

without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of \_\_\_\_\_ (\_\_\_\_) year from the date of the Notice of Completion of the above-mentioned structure by the Wiseburn School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within two (2) business days in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

\_\_\_\_\_  
(Proper Name)

\_\_\_\_\_  
(Proper Name)

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Subcontract or Contractor)

\_\_\_\_\_  
(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name:

Address:

Phone Number:

Email:

## **ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the Wiseburn School District, 13530 Aviation Blvd., Hawthorne, California 90250, hereinafter called "Owner", whose address is \_\_\_\_\_, hereinafter called "Contractor", and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called "Escrow Agent".

For the consideration hereinafter set forth, the Owner, Contractor and Escrow Agent agree as follows:

1. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.

2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address



On behalf of Agent:

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date set forth above.

OWNER

CONTRACTOR

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

**SUPPLEMENTARY GENERAL CONDITIONS**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:

[Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Wiseburn School District, pursuant to the contract/purchase order dated\_\_\_\_\_, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment “A” is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
  - 1. The installation of a physical barrier at the worksite to limit contact with pupils.
  - 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[Name of Contractor/Consultant]

\_\_\_\_\_  
By its:\_\_\_\_\_

**ATTACHMENT A:**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

*(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)*

# ARTICLE 1 DEFINITIONS

## 1.1 BASIC DEFINITIONS

1.1.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.

1.1.2 Approval means written authorization through action of the Governing Board. In no case shall the Assistant Superintendent have authority to approve total change orders or modifications to the Project exceeding 10% of the Contract sum.

1.1.3 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project. Also see Article 4.

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 3.17

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire school has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 4.6.

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. See Article 7.2.

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based

upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 9.9.

1.1.10 Construction Change Directive (CCD). A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Directives. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 7.3.

1.1.11 Complete means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. See Article 1.1.46.

1.1.13 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 The Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or “time in which the Contractor has to complete the Project”. See Article 8.1.1

1.1.17 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to “Owner” shall mean “District” or Wiseburn School District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor’s Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days means calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District’s discretion. See Article 2.2.

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor’s opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. See Article 4.6

1.1.22 District Representative is the person designated by the District to represent the District during the Construction for the Project. This District representative shall have the delegated authority as further defined in Article 1.1.2. This District representative may be an employee of the District, and may also include Construction Managers who shall have the authorities as set forth in Article 1.1.13. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District’s Construction Manager who will advise the District.

1.1.23 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor’s responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD’s and ICD’s issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of school classes, a critical path delay that will result in not being able

to occupy the school when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 [Reserved]

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 7.3

1.1.28 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 7.1.2.

1.1.30 Payment Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificates of Payment" and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. See Article 9.3.

1.1.31 The Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.32 The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. See Article 9.9.

1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of Incomplete Punch Items is the Contractor's representation that the project is Substantially Complete. See Article 9.9.1

1.1.35 A Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. See Article 7.4.

1.1.36 A Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. See Article 7.5.

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. See Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 6.

1.1.41 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.42 The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.43 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code Section 17307.5(b) and Education Code Section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order

1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to plans, drawings, and specifications of this Work.



1.1.46 Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1 ); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions or Special Conditions are terms that are sometimes used interchangeably. In this set of General Conditions, the term used shall be Supplementary Conditions. However, specifications or other documents may reference Special Conditions, which shall mean the same and Supplementary Conditions.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, payment bond or performance bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

## 1.2 **EXECUTION, CORRELATION AND INTENT**

### 1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study plans and schedule operations well ahead of time and identify inconsistencies with the plans and specifications and

call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Article 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete.* Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor.

1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *[Reserved]*

1.2.1.7 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

1.2.1.8 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in specifications, drawings, Contract Documents, and plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals*. Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all deferred approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.2.3 [Reserved]

1.2.3 Rules of Document Interpretation

1.2.3.1 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.2.3.2 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- a. General Conditions take precedence over Drawings and Specifications.
- b. Supplemental Conditions and Special Conditions take precedence over General Conditions.
- c. The Agreement Form shall take precedence over the Supplemental Conditions and Special Conditions.
- d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
- e. Addenda shall take precedence over Drawings and Specifications.
- f. General Conditions shall take precedence over Addenda.
- g. Drawings and Specifications take precedence over the Soils Report.

**1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant Contract requirements between the District and Architect. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect.  
DISTRICT

**1.4 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT**

1.4.1 Utilities

1.4.1.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

1.4.1.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code Section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code Section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

1.4.1.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the Main or Trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

## ARTICLE 2 DISTRICT

**2.1 [Reserved]**

**2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (TWO (2) BUSINESS DAY NOTICE TO CURE AND CORRECT)**

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the American's with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive
13. Failure to correct a Notice of Deviation

If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the District may copy the

Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of Emergency or Critical Path Delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to Cure under Article 2.2 (“Article 2.2 Notice” or “Notice of Partial Default”) shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided on the Bid submitted and copied to the Project Superintendent).

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the Critical Path and prescribe the length of shortened time to Cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The District shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4.

**ARTICLE 3  
THE CONTRACTOR**

**3.1 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or Samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

1. *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.
2. *Performance of the Work.* The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved plans and specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change directives, and as required by law. (See Title 24 Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the

Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. See PR-13 item 1.17 for further discussion.

### 3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

### 3.1.6 Contractor Responsibility

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

### 3.1.7 Obligations not Changed by Architect's Actions

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### 3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

## **3.2 SUPERVISION**

### 3.2.1 Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the



Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. If superintendent proves to be unsatisfactory to Contractor and ceases to be in its employed, Contractor shall notify District and Architect in writing. A replacement superintendent must be approved by the District prior to performing additional work.

### 3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

### 3.2.3 Right to Remove

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

## 3.3 **LABOR AND MATERIALS**

### 3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

### 3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

### 3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

### 3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit

employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, “unfit” includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Fingerprinting (Applicable at the time Project is Occupied and on all Projects where Workers will come in Contact with Pupils, such as Modernization Projects)

If applicable, Contractor shall comply with the applicable provisions of Education Code Section 45125.1 in a method as determined by the District. Pursuant to Education Code section 45125.1, Contractor shall either conduct criminal background checks of all employees of Contractor assigned to the Project site, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the Certification Regarding Background Checks and the corresponding Attachment “A” as found in the Contract Documents or shall be separated by a physical barrier from students.

If it is determined that Contractor must provide certification of employees, as part of such certification, Contractor must provide the District with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, Contractor shall not utilize any employees who are not included on the above-referenced list.

At District’s sole discretion, District may make a finding, as authorized under Education Code section 45125.1, that Contractor’s employees will have only “limited contact” with pupils. Contractor’s failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at District’s sole discretion, without any further compensation to Contractor.

In the case of new construction Projects where there are no students, if the Project Schedule provides for Beneficial Occupancy or portions of the Project or if the Project should be delayed, then Contractor, at no additional costs, shall meet the requirements of either fingerprinting or providing a physical barrier as required by the District.

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors’ employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor’s employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and

to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the plans and specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received.

Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

### 3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.8.1 *Stop Notice Releases.* All Stop Notice Releases shall be notarized and either executed by the same person who filed the Stop Notice or from an officer of the Trade Contractor or manager of Trade Contractor authorized to release Stop Notices.

### 3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until Final Acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. District similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 [Reserved]

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational schools and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including school operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

### **3.4 WARRANTY**

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

1. In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.
2. In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.
3. This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

### **3.5 TAXES**

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

### **3.6 PERMITS, FEES AND NOTICES**

#### **3.6.1 Payment**

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the plans and specifications through the Construction Change Directive process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding is with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

#### **3.6.2 Compliance**

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website at <http://www/dgs/ca/gov/dsa/home>. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing school districts and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

### **3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT**

#### **3.7.1 Requirements Within Ten (10) Calendar Days**

Within ten (10) calendar days after Notice to Proceed, Contract shall submit the following:

- 3.7.1.1 Detailed Schedule of Values (See Article 9.2)
- 3.7.1.2 Submittal Listing and Schedule for Submittals
- 3.7.1.3 Critical Path Schedule (See Article 8)

### 3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Unless otherwise shortened by the Contract Documents, within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived.

### 3.8 **DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE**

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to post and review documents posted to the DSA Project website.

### 3.9 **SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

#### 3.9.1 Definitions

3.9.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc. , Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

3.9.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual

design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *Samples*. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

### 3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required*. Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades.

3.9.2.2 *Shop Drawing Requirements*. The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.3 *Not a Reproduction of Architectural or Engineering Drawings*. The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

3.9.2.4 *Shop Drawings Engineering Requirements*: Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

### 3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals at Division 1 of the Specifications. All deferred approvals shall be prepared by

Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

3.9.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

### 3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.

3.9.4.2 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.

3.9.4.3 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

### 3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. See also Division 1.



3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Paragraph 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

3.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

### 3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

### 3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 *[Reserved].*

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the *requirements* of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 3.10.4, "Substitutions."

3.9.7.4 *[Reserved]*

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.

3.9.7.6 *[Reserved]*

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

### **3.10 SUBSTITUTIONS**

#### 3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

#### 3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Special Conditions, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

#### 3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested

substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

### **3.11 INTEGRATION OF WORK**

#### **3.11.1 Scope**

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

### **3.12 CLEANING UP**

#### **3.12.1 Contractor's Responsibility to Clean Up**

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

#### **3.12.2 General Final Clean-Up**

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

- a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.

- c. Repair or replace any damaged materials. Replace any chipped or broken glass.
- d. Remove any and all stains.
- e. Remove labels that aren't permanent labels.
- f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
- g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
- h. Remove temporary film that remains on any hardware, doors or other surfaces.
- i. Seal the bottom and tops of all doors

### 3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing.
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
- c. Remove temporary protection and clean and polish floors and waxed surfaces.
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
- e. Wipe surfaces of mechanical and electrical equipment.
- f. Remove spots, soil, plaster and paint from tile work, and wash tile.
- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
- h. Vacuum-clean carpeted surfaces.
- i. Remove debris from roofs, down spout and drainage system.

### 3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

### **3.13 ACCESS TO WORK**

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

### **3.14 ROYALTIES AND PATENTS**

#### **3.14.1 Payment and Indemnity for Infringement**

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

### **3.15 [Reserved]**

### **3.16 [Reserved]**

### **3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS**

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the Record Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

#### **3.17.1 Upon Beneficial Occupancy**

Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

### 3.17.2 As-Builts at Completion of Work

On completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts. Failure to deliver a complete Record Set of Drawings may result in significant withholdings to ensure Work is properly documented. See Article 9.9.1.

### **3.18 EQUIPMENT MANUALS**

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

**ARTICLE 4**  
**ADMINISTRATION OF THE CONTRACT AND CLAIMS**

**4.1 ARCHITECT**

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the District may appoint an Architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former Architect.

**4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. seq., the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or CM in the Architect, District or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all communication shall be through the CM (unless otherwise directed) with copies to the District, Architect and Inspector. Where direct communication is necessary between the District and the Contractor, the District's communication shall be through the District's authorized designated person. Contractor shall not rely upon any communications from the District that is not from the District's authorized designee.

Communications by and with the Architect's consultants shall be through the Architect. Copies of all communication shall be sent to the Architect, District Representative and Inspector.

#### 4.2.5 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

#### 4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2.

### 4.3 PROJECT INSPECTOR

#### 4.3.1 General

One or more project inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

#### 4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.



Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

#### 4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

#### 4.3.4 [Reserved]

#### 4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. .

#### 4.3.6 Special Inspection Out of State, Out of Country or Remote from Project

If Contractor has a subcontractor or supplier that requires in plant or special inspections or tests that are out of the Country, out of State or a Distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

### **4.4 STOP WORK ORDER**

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. See Education Code Section 17307.5(b) and Education Code Section 81133.5.

**4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).
- c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer
- d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (Article 7.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (Article 3.9)
- g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 3.10)
- i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- k. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

1. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

#### **4.6 DISPUTES AND CLAIMS**

##### 4.6.1 Decision of Architect

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Paragraph 4.6.2 within ten (10) days after Contractor's Article 7 request for Change is denied. A decision by the Architect, as provided in Paragraph 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.5 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Immediate Change Directive for which approval has not been provided.

4.6.2 [Reserved]

4.6.3 [Reserved]

4.6.4 [Reserved]

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) the Architect shall provide a written decision twenty (20) days after compliance with Article 4.6.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both.

The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Dispute or Claim is not resolved, Contractor agrees it will neither rescind

the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before.

4.6.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code Section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, Individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. No Tolling. The Arbitration process shall not toll the Disputes, Claims, or Appeals process under Article 4.6 or the requirement to submit claims to Court under Article 4.6.9.4.

4.6.7 [Reserved]

4.6.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements of Article 4.6 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

- a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for (1) time

extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 8.1.4.1.))

- b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all claims that may arise during the performance of the Work covered by this Contract.
- c. Claim Notification: The Contractor shall within seven (7) calendar days after the Written Decision of the Architect, or if the time period for Architect's Decision has passed under Article 4.6.1, submit a notification, in writing, with the District (and the District's CM) stating clearly the basis for the claim. If the notification is not submitted within seven (7) days after the Written Decision of the Architect or the passage of time under Article 4.6.1, the Contractor shall be deemed to have waived all right to assert the claim, and the claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All claims shall be reviewed pursuant to Article 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "claim."
  - (2) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
- d. Formal Claim Appeal Submission: If the Contractor does not concur with the District's decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District's decision and all detailed information in support of the Claim Appeal within thirty (30) days. All appeals shall be submitted before Retention Payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor's failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

- e. Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:
1. Cover letter.
  2. Summary of factual basis of Claim and amount of claim.
  3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the claim is made.
  4. Documents relating to the Claim, including:
    - a. Specifications sections in question.
    - b. Relevant portions of the Drawings
    - c. Applicable Clarifications (RFI's)
    - d. Other relevant information, including responses that were received.
    - e. Break down of all costs associated with the Claim.
    - f. Applicable Daily reports and logs.
    - g. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata). Certification: The Contractor (and subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
      1. That the Contractor has reviewed the claim and that such claim is made in good faith;
      2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
      3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
      4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false claims can lead to substantial fines and/or imprisonment.
- f. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

- g. Mandatory Claim Appeal Procedure: The Contractor's Claim Appeal shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 District (through CM or District's Agent or Attorney) May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the claim or documentation relating to defenses to the claim which the District may assert. Nothing in the claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.3 *Binding Arbitration of Individual Claim Issues*. To expedite resolution of Claims pursuant to Public Contract Code Section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

4.6.9.4 *Resolution of Claims in Court of Competent Jurisdiction*. If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such claim or controversy shall be submitted to a court in Los Angeles County after the Project has been completed, and not before.

## ARTICLE 5 SUBCONTRACTORS

### 5.1 **DEFINITIONS**

#### 5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents.

#### 5.1.2 Subcontractor Licenses

All subcontractors shall be properly licensed by the California State Licensing Board at the time bids are opened by the District.

#### 5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

#### 5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

- a. Such assignment is effective only after Termination of this Contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and
- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.
- c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.



**ARTICLE 6**  
**CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS**

**6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.1 Separate Contracts.

6.1.1.1 District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.3 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of this Contract, once Contractor provides District timely written notice and identifies the Schedule Conflict, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.4 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc).

**6.2 [Reserved]**

**6.3 DISTRICT'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the District may clean up and allocate the cost among those it deems responsible.

## **GENERAL CONDITIONS**

### **ARTICLE 7 CHANGES IN THE WORK**

#### **7.1 CHANGES**

##### **7.1.1 No Changes Without Authorization**

There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order.

##### **7.1.2 Notices of Non-Compliance**

Contractor deviation or changes from approved plans and specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the plans and specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Directive to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved plans and specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved plans and specifications shall be the Contractor's responsibility.

##### **7.1.3 Architect Authority**

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

#### **7.2 CHANGE ORDERS ("CO")**

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of a change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

## **GENERAL CONDITIONS**

### **7.3 CONSTRUCTION CHANGE DIRECTIVE (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)**

#### **7.3.1 Definitions**

7.3.1.1 *Construction Change Directive (CCD)*. A Construction Change Directive is a DSA term that is utilized to address changes to the DSA approved plans and specifications. There are two types of Construction Change Directives. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 141) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

Refer to Division 1 for a copy of the proposed Immediate Change Directive form.

#### **7.3.2 Use to Direct Change**

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contractor may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

## **GENERAL CONDITIONS**

### **7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off**

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14. .

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

## **7.4 REQUEST FOR INFORMATION (“RFI”)**

### **7.4.1 Definition**

An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

7.4.1.1 An RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 An RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

### **7.4.2 Scope**

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make

## **GENERAL CONDITIONS**

suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

### 7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

### 7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

## **7.5 REQUEST FOR PROPOSAL ("RFP")**

### 7.5.1 Definition

An RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

### 7.5.2 Scope

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by Paragraph 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

### 7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

## **7.6 CHANGE ORDER REQUEST ("COR")**

### 7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

## **GENERAL CONDITIONS**

### 7.6.2 Changes in Price

A COR shall include breakdowns per Paragraph 7.7 to validate any change in Contract Price due to proposed change or claim.

### 7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

## **7.7 COST OF CHANGE ORDERS**

### 7.7.1 Scope

At the time a request is made for a change that impacts the Contract Sum as defined in Paragraph 9.1, the critical path, or the Contract Time as defined in Paragraph 8.1.1, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual or estimated cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Directive.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Directives from time to time during the progress of the Project, Contract sum being adjusted accordingly.

7.7.1.1 *Time and Material Charges.* If the District orders Work on a "time and material" basis, timesheets shall be signed daily by the Inspector or District Designee at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

### 7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit pursuant to Paragraph 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code Section 12650 et. seq.);

## GENERAL CONDITIONS

1. If the District objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Paragraph 7.7.2(d) or 7.7.3.
2. Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO's and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3.
  - b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
  - c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under section 7.7.3; or
  - d. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
    1. *Basis for Establishing Costs*
      - i. Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation insurance (exclude insurance costs as part of the Overhead and Profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
      - ii. Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

## GENERAL CONDITIONS

- iii. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include all associated costs, including the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

If tool and equipment charges are part of a Dispute, Claim, or Appeal, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

### 7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

EXTRA

CREDIT



**GENERAL CONDITIONS**

		<u>EXTRA</u>	<u>CREDIT</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b)	Labor (attach itemized hours and rates)	_____	_____
(c)	Equipment (attach invoices)	_____	_____
(d)	Subtotal	_____	_____
(e)		_____	_____
(f)	Subtotal	_____	_____
(g)	Total Overhead and Profit (inclusive of Liability and Property Damage Insurance): Not to exceed fifteen percent (15%) of Item (f) .		
(h)	Subtotal	_____	_____
(i)	Bond not to exceed one percent (1%) of Item (f)		
(k)	TOTAL	_____	_____
(l)	Time	_____	_____

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

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The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 *Adjustment for Time and Compensable Delay.* A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragment showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

### 7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 7.7.3 setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead. Unilateral Deductive Change Orders

For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 of if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

### 7.7.5 [Reserved]

### 7.7.6 Notice Required

If the Contractor desires to initiate a Dispute for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6.

### 7.7.7 Alteration to Change Order Language

Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Paragraph 7.7.7 and Paragraph 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a schedule fragment showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

## **GENERAL CONDITIONS**

### **ARTICLE 8 TIME AND SCHEDULE**

#### **8.1 DEFINITIONS**

##### 8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form..

##### 8.1.2 [Reserved]

##### 8.1.3 Computation of Time

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

##### 8.1.4 [Reserved]

#### **8.2 HOURS OF WORK**

##### 8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

##### 8.2.2 Performance During Working Hours

Work shall be performed during regular working hours as set forth in the Special Conditions and as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

##### 8.2.3 Costs for After Hours Inspections

If the Contractor elects to perform Work outside the Inspector’s regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

#### **8.3 PROGRESS AND COMPLETION**

##### 8.3.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

## **GENERAL CONDITIONS**

### 8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing:* Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule with the ten (10) days noted then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.3.2.2 *[Reserved]*.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications.

8.3.2.4 *Submittals Must Be Incorporated (See Article 3.7.2 and 3.9.6):* Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *[Reserved]*

8.3.2.6 *No Early Completion.* Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor's schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the Bid will include a preliminary schedule indicating milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Contractor's subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the schedule to represent the Contractor's plan to complete the Work and maintain milestones at the next Progress meeting, or before the next progress meeting. If Contractor is not able to build a schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor's representations in Baseline, if unacceptable, may also be used as a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the schedule and falls significantly behind without undertaking the efforts to either submit and follow a recovery schedule or fail to submit a recovery schedule and make no effort toward recovery on the Project.

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8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the District to discover errors or omissions in schedules submitted shall not be construed to be an approval of the error or omission and a flawed schedule is not grounds for a time extension.

8.3.2.9.1 [Reserved]

8.3.2.10 *[Reserved]*.

8.3.2.11 *Failure to Meet Requirements.* Failure of the Contractor to provide proper schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule.* If Schedule Submitted is unacceptable to the District (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the Schedule initially submitted shall be treated as a Baseline Schedule with durations shortened to accommodate all Float and other mandatory Schedule Requirements under Article 8.3.2.1 as well as incorporate all 8.3.2 revisions from District or Architect that are noted.

### 8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule.* Except in the case where there has not been agreement as to a Baseline Schedule as addressed in Article 8.3.2.4, after there has been agreement as to the Baseline Schedule, the Baseline Schedule shall be used to build future schedule updates. Schedule Updates shall be a CPM based schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case of utilization of Article 8.3.2.4 and no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.4 Unapproved Baseline Schedule, inclusive of all Milestones, adjusted for comments and all required Baseline Schedule Inclusions under Article 8.3.2.1.

8.3.3.2 *Schedule Updates.* Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *[Reserved]*

8.3.3.4 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met

## **GENERAL CONDITIONS**

within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

### **8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

#### 8.4.1 Liquidated Damages

CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ART 1.1.46). ANY LIQUIDATED DAMAGES RECOVERED BY THE DISTRICT SHALL NOT, HOWEVER, LIMIT THE DISTRICT'S RIGHT TO SEPARATELY RECOVER ANY ACTUAL OUT-OF-POCKET DAMAGES IT SUFFERS DUE TO CONTRACTOR'S DELAY. CONTRACTOR AND HIS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

#### 8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to (a) bear the risk of delays to completion of the Work; and (b) that Contractor's bid for the Contract was made with full knowledge of this risk.

#### 8.4.3 [Reserved]

#### 8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

##### 8.4.4.1 *[Reserved]*

## **GENERAL CONDITIONS**

### **ARTICLE 9 PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

#### **9.2 COST BREAKDOWN**

##### 9.2.1 [Reserved]

##### 9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 Largest Dollar Value for Each Line Item. Identify subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

9.2.2.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

##### 9.2.3 District Approval Required

The District shall review all submissions received pursuant to Paragraph 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

#### **9.3 PROGRESS PAYMENTS**

##### 9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is sufficiently complex, within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any surety upon any

## **GENERAL CONDITIONS**

bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor.

### 9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays or cost fluctuations due to market fluctuations or procurement difficulties. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces.

### 9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 that:

“It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved plans and specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties...In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved plans, specifications, and change orders... “

### 9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided in Paragraph 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Pay Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Pay Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

### 9.3.5 [Reserved]

## **9.4 APPLICATIONS FOR PROGRESS PAYMENTS**

### 9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application



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for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
2. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
3. The balance that will be due to each of such entities after said payment is made;
4. A certification that the As-Built Drawings and Annotated Specifications are current;
5. Itemized breakdown of Work done for the purpose of requesting partial payment;
6. An updated construction schedule in conformance with Paragraph 8;
7. The additions to and subtractions from the Contract Price and Contract Time;
8. A summary of the Retention held;
9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
10. The percentage of completion of the Contractor's Work by line item; and
11. An updated Schedule of Values from the preceding Application for Payment.
12. Prerequisites for Progress Payments

9.4.1.2 *[Reserved]:*

9.4.1.3 *[Reserved].*

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the Certified Payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted. Contractor must also submit all required OCIP information and documents as set forth in the OCIP Manual and Information

9.4.1.5 *Final Pay Application (90%).* See Article 9.11.1

9.4.1.6 *Final Pay Application (95%).* See Article 9.11.3

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### **9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE**

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's surety shall promptly, on demand by District and at Contractor's and surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and shall act as a trigger under Civil Code Section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made.

### **9.6 DECISIONS TO WITHHOLD PAYMENT**

#### **9.6.1 Reasons to Withhold Payment**

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Paragraph 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop Notices served upon the District;
- c. Liquidated damages assessed against the Contractor;
- d. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
- e. Damage to the District or other contractor;
- f. Unsatisfactory prosecution of the Work by the Contractor;
- g. Failure to store and properly secure materials;

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- h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Directives, and verified reports;
- i. Failure of the Contractor to maintain record drawings;
- j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154) );
- l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- n. Failure to properly maintain or clean up the Site;
- o. Payments to indemnify, defend, or hold harmless the District;
- p. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable schedule in accordance with Paragraph 3.8; or
- r. Failure to pay Subcontractor or suppliers as required by Paragraph 9.8.1
- s. Failure to secure warranties, including the cost to pay for warranties
- t. Failure to provide release from material suppliers or subcontractors when requested to do so
- u. Items deducted pursuant to Article 2.2
- v. Incomplete Punch List items under Article 9.9.1.2 which have gone through the Article 2.2 process.
- w. Allowances that have not been used

### 9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Paragraphs 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial

## **GENERAL CONDITIONS**

determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

### 9.6.3 Payment After Cure

When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

## 9.7 **NONCONFORMING WORK**

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

## 9.8 **[Reserved]**

## 9.9 **COMPLETION OF THE WORK**

### 9.9.1 Close-Out Procedures

#### 9.9.1.1 *[Reserved]*

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor's Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall

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prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.9.1.4 *[Reserved]*

9.9.1.5 *Punch List Liquidated Damages to Compensate for Added District Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days, then Contractor shall be charged liquidated damages of at least \$750 per day for continued Punch List Work to compensate for an Inspector, Architect, and Construction Manager extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to re-inspect Punch List items and perform the administration of the Close-out.

### 9.9.2 Close-Out Requirements for Final Completion of the Project

- a. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- b. As-Built Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all record drawings
  1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built
  2. Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.
  3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
  4. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built

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Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.

- c. Any Work not installed as originally indicated on drawings
- d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the Design Immunity Provisions of Government Code Section 830.6 and exposes the District and the individual Board members to Personal Liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

- 1. *Execution of the DSA Form 6-C is mandatory.* Refusal to Execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code Section 17312 and shall be referred to the Attorney General for Prosecution.
- 2. *Referral to the District Attorney for Extortion.* If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or Litigation, then the matter shall also be referred to the District Attorney for prosecution for Extortion.
- 3. *Contractor shall be Responsible for All Costs to Certify the Project.* The District may Certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (Located at the DSA website at [http://www.documents.dgs.ca.gov/dsa/plan\\_review\\_process/project\\_certification\\_guide\\_updated\\_03-15-13.pdf](http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf)). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to Certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.

- f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.

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- g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
1. The Work has been completed.
  2. All life safety items are completed and in working order.
  3. Mechanical and electrical Work complete, fixtures in place, connected and tested.
  4. Electrical circuits scheduled in panels and disconnect switches labeled.
  5. Painting and special finishes complete.
  6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order.
  7. Tops and bottoms of doors sealed.
  8. Floors waxed and polished as specified.
  9. Broken glass replaced and glass cleaned.
  10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
  11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material.
  12. Finished and decorative work shall have marks, dirt and superfluous labels removed.
  13. Final cleanup, as in Paragraph 3.12.
  14. All Work pursuant to Article 9.11

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15. Furnish a letter to District stating that a responsible representative of District [give name and position] has been instructed in working characteristics of mechanical and electrical equipment.

### 9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Paragraph 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

## **9.10 PARTIAL OCCUPANCY OR USE**

### 9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Paragraph 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Paragraph 9.9.1.

### 9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

### 9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## **9.11 COMPLETION AND FINAL PAYMENT**

### 9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Resolution Is Provided)

The following items must be completed before the Final Pay Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector Sign off of each item in the DSA 152 Project Inspection Card;
- b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.28;
- c. Removal of temporary facilities and services;



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- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements;
- f. Change Over of Door locks;
- g. Deductive items pursuant to Article 9.6 and Article 2.2; and,
- h. Completion and submission of all final Change Orders for the Project.;

### 9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in Punch List acceptable under the Contract Documents and, therefore, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

If the Architect and the District find that the Work Contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

### 9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold Pursuant to Paragraph 9.6 (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract

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Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor.

- a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:
  - i. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
  - ii. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.
  - iii. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
  - iv. Contractor must have completed all requirements set forth in Article 9.9
  - v. Contractor must have issued a Form 6C for the Project.
  - vi. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
  - vii. The Contractor shall have completed final clean up as required by Paragraph 3.12
  - viii. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

### 9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting Valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code Section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity

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or its agent.” In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

### 9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

### 9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Pay Application).

If Contractor submits a Final Pay Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Pay Application. The Contractor shall be notified that specific deductive items shall be included in the Final Pay Application. If Contractor either continues to submit the Final Pay Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Pay Application, then District may either alter the Final Pay Application and recalculate the math on the Final Pay Application to address the Article 9.6 deductive items or process a Unilateral Final Pay Application.

### 9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notice, or other defective work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6 and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

## **9.12 SUBSTITUTION OF SECURITIES**

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

## **GENERAL CONDITIONS**

### **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

##### **10.1.1 Contractor Responsibility**

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

Contractor shall take, and require subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

##### **10.1.2 Subcontractor Responsibility**

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

##### **10.1.3 Cooperation**

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.

## **GENERAL CONDITIONS**

### 10.1.4 Accident Reports

Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

### 10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

### 10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

### 10.1.7 Non-Utilization of Asbestos Material

**NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.**

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

## **GENERAL CONDITIONS**

### **10.2 SAFETY OF PERSONS AND PROPERTY**

#### **10.2.1 The Contractor**

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Employees on the Work and other persons who may be affected thereby;
- b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Paragraph 6.2.

#### **10.2.2 Contractor Notices**

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

#### **10.2.3 Safety Barriers and Safeguards**

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

#### **10.2.4 Use or Storage of Hazardous Material**

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

#### **10.2.5 Protection of Work**

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

## **GENERAL CONDITIONS**

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

### 10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

- a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.
- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.
- h. Provide District on request with Contractor's written safety program and safety plan for each site.

### 10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading

## **GENERAL CONDITIONS**

such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

### 10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

### 10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

### 10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

### 10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

## **10.3 EMERGENCIES**

### 10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

### 10.3.2 Accident Reports

The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full



## **GENERAL CONDITIONS**

details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Paragraph 10.1.4, immediately by telephone or messenger to the District.

### **10.4 HAZARDOUS MATERIALS**

#### **10.4.1 Discovery of Hazardous Materials**

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

#### **10.4.2 Hazardous Material Work Limitations**

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

#### **10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor**

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

#### **10.4.4 Terms of Hazardous Material Provision**

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

## **GENERAL CONDITIONS**

### **ARTICLE 11 INSURANCE AND BONDS**

#### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

##### **11.1.1 Insurance Requirements**

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

##### **11.1.2 Subcontractor Insurance Requirements**

The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under Paragraph 11.1.1 in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of Paragraph 11.1.1 without prior written approval of the District.

**GENERAL CONDITIONS**

11.1.3 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Paragraph 11.1, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

11.1.4 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

- 1. Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

- (a) Per occurrence (combined single limit) ..... \$1,000,000.00
- (b) Project Specific Aggregate (for this project only) ..... \$1,000,000.00
- (c) Products and Completed Operations..... \$1,000,000.00
- (d) Personal and Advertising Injury Limit ..... \$1,000,000.00

- 2. Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts ..... \$1,000,000.00
- (b) Material Hoist where used in amounts..... \$1,000,000.00
- (c) Explosion, Collapse and Underground (XCU coverage)..... \$1,000,000.00

- 3. [Reserved]

## **GENERAL CONDITIONS**

### **11.2 WORKERS' COMPENSATION INSURANCE**

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Paragraph 11.6 and in compliance with Labor Code § 3700.

### **11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE**

#### **11.3.1 Course-of-Construction Insurance Requirements**

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

### **11.4 FIRE INSURANCE**

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.

### **11.5 OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

## **GENERAL CONDITIONS**

### **11.6 PROOF OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

- a. Certificates and insurance policies shall include the following clause:  
“This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.”
- b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- c. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
- d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

### **11.7 COMPLIANCE**

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

### **11.8 WAIVER OF SUBROGATION**

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

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### **11.9 PERFORMANCE AND PAYMENT BONDS**

#### **11.9.1 Bond Requirements**

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

#### **11.9.2 Surety Qualification**

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

#### **11.9.3 Alternate Surety Qualifications**

If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

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### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS**

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from plans and specifications. It is Contractor's responsibility to correct all deviations from the approved plans and specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

#### **12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT**

Some of the requirements in the plans and specifications are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the plans and specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

##### 12.2.1 Indemnification of ADA Claims

ADA claims arising from failure to comply with plans and specifications shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

#### **12.3 UNCOVERING OF WORK**

##### 12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved plans and specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without Inspection or Architect approval, is subject to a Notice of Non- Compliance for being undertaken without Inspection, or otherwise not in compliance with the Contract

## **GENERAL CONDITIONS**

Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

### 12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the incorrectly construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

## **12.4 CORRECTION OF WORK**

### 12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fess, and additional inspection and special inspection costs).

### 12.4.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Paragraph 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

### 12.4.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.



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### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

#### **13.2 SUCCESSORS AND ASSIGNS**

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

#### **13.3 WRITTEN NOTICE**

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

#### **13.4 RIGHTS AND REMEDIES**

##### **13.4.1 Duties and Obligations Cumulative**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

##### **13.4.2 No Waiver**

No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

#### **13.5 TESTS AND INSPECTIONS**

##### **13.5.1 Compliance**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

##### **13.5.2 Independent Testing Laboratory**

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the

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District's representative and not by the Contractor. Any costs or expenses of inspection or testing incurred outside of a fifty (50) mile radius from the Project Site or not located in a contiguous county to the Site, whichever distance is greater, shall be paid for by the District, invoiced by the District to the Contractor, and deducted from the next Progress Payment.

### 13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

### 13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

### 13.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.7.

### 13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

### 13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

## **13.6 TRENCH EXCAVATION**

### 13.6.1 Trenches Greater Than Five Feet

Pursuant to Labor Code Section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of

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excavation, submit to the District or a Registered Civil or Structural Engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

### 13.6.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a Registered Civil or Structural Engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

### 13.6.3 No Tort Liability of District

Pursuant to Labor Code § 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

### 13.6.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

## **13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE**

### 13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

### 13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

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### 13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

### 13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

### 13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

## **13.8 RECORDS OF WAGES PAID**

### 13.8.1 Payroll Records

- a. Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- b. All payroll records shall be certified and submitted to the District with each application for payment, but shall not be submitted less than once per month. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
  1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
  2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.

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3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- d. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- e. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- f. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- g. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

Responsibility for compliance with this Article shall rest upon the Contractor.

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### 13.8.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
- d. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- e. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

## **13.9 APPRENTICES**

### 13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

### 13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with

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the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

### 13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

### 13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

### 13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

## **13.10 ASSIGNMENT OF ANTITRUST CLAIMS**

### 13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Retention Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that

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were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

### 13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

### **13.11 STATE AND DISTRICT CONDUCTED AUDITS**

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code Section 9201 and Government Code Section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the even the independent auditor determines that Change Orders, Response to Request for Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2 entitled Disputes.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to Debar the Contractor under Article 15 for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place(See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid



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tabulation utilized in submitting Contractors bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings, and noted as an exception to an Audit Findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under Article 4.6.2 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims and may also undertake Debarment Proceedings under Article 15 of these General Conditions.

### **13.12 STORM WATER POLLUTION PREVENTION**

#### **13.12.1 Application**

This Section addresses the implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The Contractor shall secure a certification that the construction project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state, and federal regulations governing storm water pollution prevention.

#### **13.12.2 References and Materials**

California Storm Water BMP Handbook for Construction Activity (BMP Handbook).

Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

#### **13.12.3 Implementation**

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- a. Install perimeter controls prior to starting other construction Work at the site.
- b. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- c. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

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- d. Designate trained personnel for the proper implementation of the SWPPP.
- e. Revise the SWPPP to suit changing site conditions and instances when properly installed systems are ineffective.
- f. At the end of Construction Contract.
  - 1. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
  - 2. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

### 13.12.4 Monitoring

The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm event and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contractor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

### 13.12.5 Liabilities and Penalties

- a. Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District may issue a Deductive Change Order or make withholding pursuant to Article 9.6 for the total amount of the fine(s) levied on the District, plus legal and associated costs.
- d. The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

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### **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE**

##### **14.1.1 Grounds for Termination**

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction; or
- b. An act of the United State or California government, such as a declaration of national emergency.

##### **14.1.2 Notice of Termination**

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

#### **14.2 TERMINATION BY THE DISTRICT FOR CAUSE**

##### **14.2.1 Grounds for Termination**

The District may terminate the Contractor and/or this Contract for the following reasons:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a recovery schedule;
- g. If the Contractor has been debarred from performing Work
- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

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- i. Otherwise is in substantial breach of a provision of the Contract Documents.

### 14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;
- c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,
- d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

### 14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate radiation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

### 14.2.4 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

### 14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

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### **14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)**

#### **14.3.1 Termination for Convenience**

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

#### **14.3.2 [Reserved]**

### **14.4 REMEDIES OTHER THAN TERMINATION**

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
- b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

## SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

**Add Article 11.9.4 to state as follows:** “Performance and Payment Bonds – The number of executed copies of the Performance Bond and the Payment Bond required is three (3).”

**Add Article 13.13 to state as follows:**

### COMPLIANCE MONITORING UNIT

This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit (“CMU”) within the Division of Labor Standards Enforcement pursuant to Title 8, California Code of Regulations, Section 16450 et seq.

The Contractor and all Subcontractors shall be required to furnish, at least monthly, electronic certified payroll records directly to the Labor Commissioner/ Compliance Monitoring Unit in accordance with Title 8, California Code of Regulations, Section 16450 et seq. All payroll records shall be furnished in a format prescribed by Title 8, California Code of Regulations, Section 16401. The Contractor and all Subcontractors must enroll in CMU's eCPR system to submit electronic certified payroll records. The District will have direct and immediate access to all CPRs for the Project that are submitted through the eCPR system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The CMU may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site (“On-Site Visits”). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the CMU to ensure compliance with prevailing wage requirements. The CMU shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner.

Any lawful activities conducted or any requests made by the CMU shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Compliance Monitoring Unit. The failure of the CMU, the Division of Labor Standards Enforcement, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under Title 8, California Code of Regulations, Section 16451(d) in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the CMU website, at the Division of Labor Standards Enforcement District Offices or can be obtained by emailing a request to CMU@dir.ca.gov.

**SUPPLEMENTARY GENERAL CONDITIONS**

**REQUEST FOR SUBSTITUTION AT TIME OF BID**

Pursuant to Public Contract Code Section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not “an/or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied <sup>1</sup> (circle one)		District Decision (circle one)	
1.				Yes	No	Grant	Deny
2.				Yes	No	Grant	Deny
3.				Yes	No	Grant	Deny
4.				Yes	No	Grant	Deny
5.				Yes	No	Grant	Deny
6.				Yes	No	Grant	Deny
7.				Yes	No	Grant	Deny
8.				Yes	No	Grant	Deny
9.				Yes	No	Grant	Deny
10.				Yes	No	Grant	Deny
11.				Yes	No	Grant	Deny
12.				Yes	No	Grant	Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor

<sup>1</sup> Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder’s request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder’s Bid Bond shall be forfeited.

**SUPPLEMENTARY GENERAL CONDITIONS**

agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_

District: \_\_\_\_\_

By: \_\_\_\_\_



**SUPPLEMENTARY GENERAL CONDITIONS**

**IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.**

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: \_\_\_\_\_

COST (This cost shall not be exceeded): \_\_\_\_\_

TIME FOR COMPLETION: \_\_\_\_\_

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. **CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.**

\_\_\_\_\_  
Architect

\_\_\_\_\_  
District

**SUPPLEMENTARY GENERAL CONDITIONS**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9.1.1 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above.

\_\_\_\_\_  
Architect

**SUPPLEMENTARY GENERAL CONDITIONS**  
**CONTRACTOR'S CERTIFICATE REGARDING**  
**NON-ASBESTOS CONTAINING MATERIALS**

Per Piggyback No. 1 Carpet and Resilient Flooring

Certification for \_\_\_\_\_ . We hereby certify that no

(School Name)

Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the \_\_\_\_\_ .

(Project Name/Number)

(a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

(b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.

(c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.

(d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.

(e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Date: \_\_\_\_\_

Name of Contractor:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

END OF SECTION

**9) Returned Product, Deposits and/ or Cancelled Order:**

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

**10) Concealed Conditions:**

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

**11) Changes in the Work:**

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

**12) Warranty: Limitations of Liability:**

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made. **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).**

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

**13) Indemnification:**

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

**14) Delegation: Subcontractors:**

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company



15) **Force Majeure: Impracticability:**

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) **Dispute Resolution:**

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) **Entire Agreement; No Reliance:**

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) **No Third-Party Beneficiaries:**

This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) **Governing Law:**

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) **Assignment:**

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

**Executed to be effective as of the date executed by the Company:**

**KYA Services LLC**

**Accepted by:**

Signature: \_\_\_\_\_ Signature: *Andre Gervais*

By: (Print) \_\_\_\_\_ By: (Print) Andre Gervais

Title: \_\_\_\_\_ Title: Regional Advisor

Date: \_\_\_\_\_ Date: March 24 2017

**SUPPLEMENTARY CONDITIONS**

**PIGGYBACK CLAUSE**

**PART 1. CLAUSE**

If mutually agreeable, the District reserves the right to consider the extension of this contract for a one or two year period. Time of such extension is to begin the day after the end of the initial term of this contract and will end a full one or two calendar years thereafter. In addition, the District reserves the right to further extend this contract to the full extent allowed by law. Factors that would influence the District in exercising this option would be satisfactory service being rendered by the holder of the contract and any increase in price caused by such extension to be a nominal amount and not excessive as measured by local market conditions. In the award of this bid renewal, the District will consider the amount of the price increase stated by the bidder as a factor and will compute accordingly. A price increase, if exercised, shall be fully justified by vendor and provided by a test of the market and/or submission of documents.

**PART 2. EXTENSION**

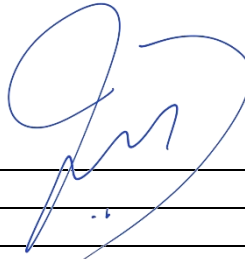
Extension will be based on CPI price index annually

Yes     No

Extension will be for the time period of:

1 year     2 years     3 years     4 years

Signature of  
responsible  
party:



Title: CEO-PRESIDENT

Date Executed: 2/8/14

## SUPPLEMENTARY CONDITIONS

### EXECUTED AGREEMENT

#### AGREEMENT

**THIS AGREEMENT**, entered into this 8<sup>TH</sup> day of MAY, 2014 in the County of Los Angeles of the State of California, by and between the Wiseburn School District, hereinafter called the "District", and KYA SERVICES LLC, hereinafter called the "Contractor".

**WITNESSETH** that the District and the Contractor for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with BURNETT ELEMENTARY SCHOOL pursuant to the Carpet and Resilient Flooring Bid Package No. 1 in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within NINETY (90) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of One Thousand Five Hundred Dollars (\$1,500) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions). This Article shall not be construed as preventing the District from the recovery of damages under the Contract Documents.

**ARTICLE 4 - CONTRACT PRICE:** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of NINETY SEVEN THOUSAND, NINE HUNDRED ELEVEN DOLLARS AND THREE CENTS (\$97,911.03) said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code Section 9102. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall



**SUPPLEMENTARY CONDITIONS**

## SUPPLEMENTARY CONDITIONS

### EXECUTED AGREEMENT (CONT.)

protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids  
Instructions to Bidders  
Designation of Subcontractors  
Non-Collusion Declaration  
Bid Bond  
Bid Form  
Basis of Award Form  
Unit Cost Schedules/Unit Price Schedules  
Cooperative Purchasing/ And Other Agency Clause  
Contractor's Certificate Regarding Worker's Compensation  
Agreement Form  
Payment Bond  
Performance Bond  
Guarantee  
Escrow Agreement for Security Deposit In Lieu of Retention  
Workers' Compensation/Employers Liability Endorsement

SUPPLEMENTARY CONDITIONS

EXECUTED AGREEMENT (CONT.)

General Liability Endorsement  
Automobile Liability Endorsement

General Conditions  
Supplementary and Special Conditions  
Specifications  
All Addenda as Issued  
Drawings/Plans

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - PREVAILING WAGES:** Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.



The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

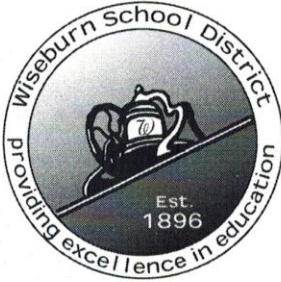
**ARTICLE 10 - CONTRACTOR'S LICENSE:** The Contractor must possess throughout the Project a Class Contractor's License, issued by the State of California, which must be current and in good standing.

**IN WITNESS WHEREOF,** this Agreement has been duly executed by the above named parties, on the day and year first above written.

Wiseburn School District	Contractor
<u>Tom Johnstone</u>	<u>JOHN ANTHONY LEYDS</u>
Typed or Printed Name	Typed or Printed Name
Title	CEO
Signature 	Signature 
Dated: <u>5-8-14</u>	

SUPPLEMENTARY CONDITIONS

LETTER OF AWARD



WISEBURN SCHOOL DISTRICT

Tom Johnstone, Ed.D., Superintendent

Board of Trustees

Roger Bañuelos President • Israel Mora Clerk  
Blanca Estrada, Member • Dennis Curtis, Member • Nelson Martinez, Member

---

Juan De Anza • Peter Burnett • Juan Cabrillo • Richard Henry Dana

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March 28, 2014

Mr. Anthony Leyds  
KYA Services, LLC.  
1522 Brookhollow Dr.  
Suite #3  
Santa Ana, CA 92705

Subject: *Letter of Award-Piggyback #1 Carpet and Resilient Flooring*

Dear Mr. Leyds,

Congratulations. Your firm has been selected as the successful bidder on the above referenced project in which *KYA Services, LLC.* is the apparent low bidder. Please consider this document as our "Letter of Award" for your work on all future projects.

This "Letter of Award" is contingent upon *KYA Services, LLC.* executing a formal Contract Agreement and the issuance of a Notice to Proceed from the *Wiseburn School District.* No physical labor or order of material is to be performed until a fully executed contract is received from your firm. Proceeding without executed authorization indicates full acceptance of all terms and conditions of the Contract Agreement as provided in General Conditions.

Upon receipt of an executed Agreement from your firm, the *Wiseburn School District* shall issue a written "Notice to Proceed" directing your firm to commence work for all future projects.

In addition to the Contract Agreement, *KYA Services, LLC.* shall provide the following items for all future projects going forward:

- Payment and Performance Bond
- Certificate of Insurance-Must be signed by insurance company
- Schedule as needed

We look forward to working with you in the future with many of our District projects.

Sincerely,



Vince Madsen  
Director of Facilities Planning  
Wiseburn School District  
vmadsen@wiseburn.k12.ca.us



SUPPLEMENTARY CONDITIONS

PROOF OF PUBLICATION

Daily Breeze

21250 Hawthorne Blvd, Ste 170
Torrance, CA 90503-4077
310-543-6635
Fax: 310-316-6827

5041856

WISEBURN SCHOOL
13530 AVIATION BLVD
HAWTHORNE CA 90250

FILE NO. DB 1-48

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE DAILY BREEZE, a newspaper of general circulation, printed and published in the City of Torrance\*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 10, 1974, Case Number SWC7146. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

1/13/2014, 1/20/2014

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Torrance, California
On this 20th day of January, 2014.

Handwritten signature of Gaurline Aguirre

Signature

\*The Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington.

ELP3-11/15/13

(Space below for use of County Clerk Only)

Legal No. 0010468660

DB 1-48
WISEBURN SCHOOL DISTRICT
NOTICE TO CONTRACTORS CALLING FOR BIDS
Please submit all questions related to this Bid to Wiseburn School District
School District: Wiseburn School District of Los Angeles County, CA. (Hereinafter "DISTRICT".)
Bid Deadline: BP #1 - Not later than 10:00am, Monday, February 10, 2014. BP #2 - Not later than 2:00pm, Monday, February 10, 2014.
Bid Opening: Bids shall be opened publicly and read aloud following the Bid Deadline stated above.
Place of Bid Opening: DISTRICT OFFICES 13530 Aviation Blvd, Hawthorne, Ca. 90250 (310) 643-3025
Project Identification Name: New Wiseburn High School 201 N. Douglas Street El Segundo, Ca
NOTICE IS HEREBY GIVEN that the DISTRICT, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, sealed bids for the award of Contracts for the following bid packages of work to be performed:
Bid Pkg.# Scope of Work License Required
1 Carpet and Resilient Flooring C15
2 Synthetic Turf and Sports Flooring C15
All Bids shall be made and presented on forms furnished by the District. Bids shall be received in the place identified above, and shall be opened and publicly read aloud to the public in order of the Bid Package numbers at the above-stated time and place.
This bid will include a base bid as well as two alternate bids. The basis of award will be the lowest total price of the base bid plus the two alternate bids.
All bidders are hereby notified of MANDATORY Pre-bid Conference on Friday, January 24th 2014 at 10:00am. Interested Contractors shall meet at the New Wiseburn High School location, 201 N. Douglas Street, El Segundo Ca 90245. Any questions or clarifications arising from these inspections are to be submitted to the District in writing and in accordance with the bid documents. The purpose of this meeting is for bidders to have an opportunity to familiarize themselves with the bid requirements. No interpretations or clarifications of contract documents will be made at this time.
Bid documents will be available on or after January 24th, 2014.
In accordance with the provisions of California Business and Professions Code Section 7028.15 and Public Contract Code Section 3308, the Owner requires that the bidder possess the classification of contractor's license appropriate for the work to be performed at the time that the bid is submitted. Appropriate licenses are noted in parenthesis after the Bid Package title listed above and more than one license may be required. This list in no way relieves the Contractor from fulfillment of any legal requirement or licensing necessary for performance of his work.
In addition to the bid security referred to in the contract documents (1), each bidder shall submit, on forms furnished with the contract documents; (2) the Designation of Subcontractors (if any); (3) the information Required of Bidders; (4) the Contractor's Certificate Regarding Workers' Compensation; (5) the Non-Collusion Affidavit; and any other documents as specified in the Master Specifications.
The DISTRICT reserves the right to reject any or all bids or to waive any immaterial irregularities or informalities in any bid or in the bidding process.
As required by Section 1773 of the California Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates of wages in the locality in which the Work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the DISTRICT OFFICES and are available to any interested party upon request. The Contractor shall post a copy of this document at each job site. The Contractor and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the Contract.
No bidder may withdraw any bid for a period of sixty (60) days after the date set for the opening of bids.
Pursuant to Section 22300 of the Public Contract Code, the successful bidder is permitted to substitute securities for any moneys withheld by the DISTRICT to ensure performance under the Contract. Alternatively, the successful bidder may request and the DISTRICT shall make payment of retention earned directly to the escrow agent at the expense of the successful bidder.
For the Board of Education, WISEBURN SCHOOL DISTRICT
Vince Madsen - Director of Facilities Planning
Wiseburn School District
vmadsen@wiseburn.k12.ca.us
Published: January 13, 20, 2014

**SUPPLEMENTARY CONDITIONS**

**COPY OF CASHIER'S CHECK**



**WISEBURN SCHOOL DISTRICT**

Tom Johnstone, Ed.D., Superintendent

Board of Trustees

Nelson Martinez, President • Roger Bafielos, Clerk  
Susan Andriacchi, Member • Dennis Curtis, Member • Israel Mora, Member

Juan De Anza • Peter Burnett • Juan Cabrillo • Richard Henry Dana

February 8, 2014

**KYA Services, LLC.**  
1522 Brookhollow Drive Suite #3  
Santa Ana, California 92705

Subject: Piggy Back Bid #1 **Carpet & Resilient Flooring**

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

**CHASE** **CASHIER'S CHECK** 1092533093 91-2  
Date 02/08/2014 Void after 7 years 1221

**Remitter:** KYA SERVICES, LLC

**Pay To The Order Of:** WISEBURN SCHOOL DISTRICT

**Pay:** SIXTY THOUSAND DOLLARS AND 00 CENTS **\$\*\* 60,000.00 \*\***

Do not write outside this box

Memo: *Bid #1. CARPET AND RESILIENT FLOORING*

Note: For information only. Comment has no effect on bank's payment.

**Drawn:** JPMORGAN CHASE BANK, N.A.  
*[Signature]*  
Senior Vice President  
JPMorgan Chase Bank, N.A.  
Phoenix, AZ

Security Features Details on Back

⑈ 1092533093 ⑆ 122100024 ⑆ 806002234 ⑆



**SUPPLEMENTARY CONDITIONS**

**Board Minutes Approving Piggyback**

**Approved at Regularly Scheduled School Board Meeting on March 13, 2014**

<p>On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 4-0 with one abstention to approve the minutes of the Special meeting held March 12, 2014. Mr. Mora abstained.</p> <p>On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 4-0 with one abstention to approve the minutes of the Regular meeting held March 13, 2014. Mr. Mora abstained.</p>	<p>M13.333 Minutes</p>
<p>On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted unanimously to approve the Comprehensive Safe School Plans for Juan de Anza, Peter Burnett and Juan Cabrillo Schools.</p>	<p>M13.334 Comprehensive Safe School Plans - Elementary</p>
<p>On a motion by Mr. Mora, which was seconded by Mr. Curtis, the Board voted unanimously to approve an agreement between the Wiseburn School District and All City Management Services to provide a Crossing Guard on behalf of the Peter Burnett School, effective July 1, 2014 through June 30, 2015 at a cost not to exceed \$8,853 for 540 hours for one contracted year (180 school days) to be paid from the General Fund. There is no increase from the 2013-14 school year.</p>	<p>M13.335 All City Management Services</p>
<p>On a motion by Mr. Mora, which was seconded by Mr. Martinez, the Board voted unanimously to receive the following Board Policies for second reading and adoption:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> BP 5116 – School Attendance Boundaries</li> <li><input type="checkbox"/> BP 5116.1 – Intradistrict Open Enrollment</li> <li><input type="checkbox"/> AR 5116.1 – Intradistrict Open Enrollment</li> <li><input type="checkbox"/> BP 5118 – Open Enrollment Act Transfers</li> <li><input type="checkbox"/> AR 5118 – Open Enrollment Act Transfers</li> </ul>	<p>M13.336 Board Policies – Second Reading</p>
<p>On a motion by Mr. Curtis, which was seconded by Ms. Estrada, the Board voted unanimously to approve Amendment No. 1 to the Da Vinci Design Charter Petition to modify and clarify the existing Da Vinci Charter Petition to reflect the maximum pupil capacity at 1,300 pupils.</p>	<p>M13.337 Amendment No. 1 – DVD Charter Petition</p>
<p>On a motion by Mr. Mora, which was seconded by Mr. Martinez, the Board voted unanimously to approve Amendment No. 1 to the Da Vinci Science Charter Petition to modify and clarify the existing Da Vinci Charter Petition to reflect the maximum pupil capacity at 650 pupils.</p>	<p>M13.338 Amendment No. 1 – DVS Charter Petition</p>
<p>On a motion by Mr. Martinez, which was seconded by Mr. Mora, the Board voted unanimously to approve a Piggy Back Bid for Synthetic Turf &amp; Sports Flooring to The Land Solution LLC as the responsive and responsible low bidder according to the requirements in the piggy back bid documents and the basis of award. The Piggy Back Bid clause is accepted by the bidder and will allow the District to use all products and services in this Document for the New High School and all other sites in the District as needed. This Proposal is to be paid from Bond Funds.</p>	<p>M13.339 The Land Solution, LLC (Piggy Back Bid)</p>
<p>On a motion by Mr. Martinez, which was seconded by Mr. Mora, the Board voted unanimously to approve a Piggy Back Bid for Carpet &amp; Resilient Flooring to KYA Services LLC as the responsive and responsible low bidder according to the requirements in the piggy back bid documents and the basis of award. The Piggy Back clause is accepted by the bidder and will allow the District to use all products and services in this Document for the New High School and all other sites in the District as needed. This Proposal is to be paid from Bond Funds.</p>	<p>M13.340 KYA Services LLC (Piggy Back Bid)</p>
<p>On a motion by Mr. Martinez, which was seconded by Ms. Estrada, the Board voted unanimously to approve a Consultant Services Agreement and Fee Schedule with 3Qc Inc. for Commissioning Services for the New High School Project for a total cost not to exceed \$196,816. This agreement is to be paid from the Bond Fund 21.4.</p>	<p>M13.341 3Qc Inc.</p>

SUPPLEMENTARY CONDITIONS

CHECKLIST OF MANDATORY BID FORMS

**(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)**

- Bid Form
- Basis of Award Form
- Unit Cost Schedules
- Cooperative Purchasing/and Other Agency Clause
- Designation of Subcontractors
- Non-Collusion Declaration
- Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- Substitution Request Form (if Substitutions are being requested - If Substitution Request Form is not submitted then No Substitutions will be allowed after the bids are opened)
- Contractor's Certificate Regarding Workers Compensation
- Contractor's Certificate Regarding Drug-Free Work Place
- Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy

**KYA Services, LLC.**

Contractor

2/8/14

Date

By 



**SUPPLEMENTARY CONDITIONS**

**SUPPLEMENTARY CONDITIONS**

**DESIGNATION OF SUBCONTRACTORS FORM**

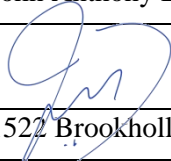
<b>Description &amp; Portion of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>E-Mail &amp; Telephone</b>	<b>License type and CSLB Number</b>
Carpet & Resilient Flooring	Signature Commercial Flooring	1353 E. Wilshire Ave. Santa Ana, CA 92705	714-648-1221 thomasz@floorsbfl loorsbysi.com	C15 #867485
Carpet & Resilient Flooring	Vanguard Flooring	24151 Vista D'Oro Dana Point, CA 92629	949-709-7387 dmandiza@vangu vanguardflo.com	C15 #939939
Epoxy Coatings	Floor Tec Solutions	8Thorn Oak Trabuco Canyon, CA 92679	949-709-7387 frank@floortecsol floort.com	C15 #945539
Concrete Polishing	Concrete Floor Coatings	27324 Camino Cap. #181 Laguna Niguel, CA 92677	714-815-5426 riley@cfc- coatings.com	D06 #910003

Proper Name of Bidder: KYA Services, LLC.

Date: 2/8/14

Name: John Anthony Leyds

Signature of Bidder  
Representative:



Address: 1522 Brookhollow Dr, Santa Ana, CA 92705

Phone: 714-865-6740

**SUPPLEMENTARY CONDITIONS**

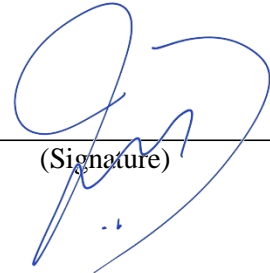
**NON-COLLUSION DECLARATION**  
**BY BIDDER AND SUBMITTED WITH BID**  
(Public Contract Code Section 7106)  
**(Prime Bidder)**

I am the owner of KYA Services LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration is executed on the 8<sup>th</sup> of February 2014.



(Signature)

John Anthony Leyds

(Typed Name)

**SUPPLEMENTARY CONDITIONS**

**NON-ASBESTOS CERTIFICATION**

Per Piggyback No. 1 Carpet and Resilient Flooring

Certification for BURNETT ELEMENTARY SCHOOL. We hereby certify that no  
(School Name)

Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the BURNETT ELEM. SCHOOL PROJECT.

(Project Name/Number)

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Date: 5/8/14

Name of Contractor: KYA Services, LLC.

Signature: \_\_\_\_\_

Title: CEO

**SUPPLEMENTARY CONDITIONS**

**GUARANTEE FORM**

Guarantee for labor. We hereby guarantee that the CARPET, which we have installed in BURNETT ELEMENTARY SCHOOL has been done in accordance with the Contract Documents, including limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of ten (10) years from the date of the Notice of Completion of the above-mentioned structure by the Wiseburn School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within two (2) business days in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

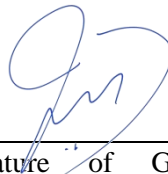
Countersigned

KYA Services, LLC.

Signature Flooring, Inc.  
(Subcontractor/Business Name)

By: Tom Zivitz

By: John Anthony Leyds



\_\_\_\_\_  
(Signature of Subcontract or Contractor)

\_\_\_\_\_  
(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: KYA Services, LLC.

Address: 1522 Brookhollow Dr. Suite 3

Santa Ana, CA 92705

Phone Number: 714-865-6740

Email:

**SUPPLEMENTARY CONDITIONS**

**LICENSE NUMBERS**



**CALIFORNIA**  
Contractor's License Bond  
Verification Card

Kya Services Llc

Licensed and Bonded Since 5/14/2013

<b>LICENSE NUMBER</b>	<b>BOND NUMBER</b>
984827	115947

**Bond Expiration Date 6/17/2016**



State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



License Number **984827** Entity **LLC**

Business Name **KYA SERVICES LLC**

Classification(s) **C15**

Expiration Date **06/30/2015** [www.cslb.ca.gov](http://www.cslb.ca.gov)



**SUPPLEMENTARY CONDITIONS**

**CONTRACTOR'S CERTIFICATE-WORKER'S COMPENSATION**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.



\_\_\_\_\_  
(Signature)

**John Anthony Leyds**

\_\_\_\_\_  
(Print)

2/8/14

\_\_\_\_\_  
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

**SUPPLEMENTARY CONDITIONS**

**CONTRACTOR’S CERTIFICATE REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace, and specifying actions which will be taken against employees for violations of the prohibition.

Establishing a drug-free awareness program to inform employees about all of the following:

- a. The dangers of drug abuse in the workplace;
- b. The person’s or organization’s policy of maintaining a drug-free workplace;
- c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations;

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Wiseburn School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: 2/8/14

KYA Services, LLC.

CONTRACTOR

  
Signature



**SUPPLEMENTARY CONDITIONS**

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the Wiseburn School District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

DATE: 2/8/14

KYA Services, LLC.  
CONTRACTOR

  
\_\_\_\_\_  
Signature

**SUPPLEMENTARY CONDITIONS**

**COOPERATIVE UTILIZATION CLAUSE AND AGREEMENT**

**PART 1. COOPERATIVE PURCHASING BY OTHER ENTITIES**

Wiseburn School District would like to specify the following college districts, school districts, and all other school districts in the State of California to be able to purchase the identical item(s) at the same price and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code for the term of this Contract and any mutually agreed extensions pursuant to this request for bids at the option of the vendor, other School Districts and Community College Districts, Universities and/or any Public Agencies, including any county, city, town, or public corporation or agency within the State of California.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted

Indicate counties approved for service: All listed approved.

---

---

Piggy back option not granted

**PART 2. UTILIZATION OF BIDS BY OTHER SCHOOL DISTRICTS**

Wiseburn School District waives its right to require such other entities to draw their warrants in favor of the District as provided in sections 20118 and 20652 of the Public Contract Code.

Piggyback option granted

Indicate counties approved for service: ALL LISTED APPROVED.

---

---

Piggy back option not granted

**PART 3. SPECIFIED SCHOOL DISTRICTS**

- |                                    |   |
|------------------------------------|---|
| ABC USD                            | Acalanes Union HSD                        |
| Ackerman ESD                       | Acton-Agua Dulce USD                      |
| Adelanto ESD                       | Alameda City USD, Administration Building |
| Alameda County Office of Education | Albany USD                                |
| Alexander Valley Union ESD         | Alhambra City ESD                         |
| Alhambra City HSD                  | Alisal Union ESD                          |
| Allensworth ESD                    | Alpaugh USD                               |
| Alpine County Office of Education  | Alpine County USD                         |
| Alpine UESD                        | Alta Loma ESD                             |
| Alta Vista ESD                     | Alta-Dutch Flat Union ESD                 |

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Alum Rock Union ESD  
Alvina ESD Alvord USD  
Amador County Office of Education  
American Union ESD  
Anaheim Union HSD  
Anderson Valley USD  
Antelope Valley Union HSD  
Apple Valley USD  
Arcata ESD  
Aromas / San Juan USD  
Armona Union ESD  
Arvin Union ESD  
Atwater ESD  
Azusa USD  
Bakersfield City SD  
Ballico-Cressey ESD  
Banning USD  
Barstow USD  
Bassett USD  
Bear Valley USD  
Beaumont USD  
Bellevue UESD  
Bellflower USD  
Belridge ESD  
Benicia USD  
Berkeley USD  
Beverly Hills USD  
Big Lagoon Union ESD  
Big Pine USD  
Big Valley Joint USD  
Bishop Joint Union HSD  
Bitterwater-Tully Union ESD  
Black Oak Mine USD  
Blochman Union ESD  
Bogus ESD  
Bonita USD  
Bonsall Union ESD  
Bradley Union ESD  
Brawley Union HSD  
Brentwood USD  
Bridgeville ESD  
Brisbane ESD  
Browns ESD  
Buellton Union ESD  
Alview-Dairyland Union ESD  
Alvord USD  
Amador County USD  
Anaheim City School District  
Anderson Union HSD  
Antelope ESD  
Antioch USD  
Arcadia USD  
Aroche Union ESD  
Arena Union ESD  
Aromas/San Juan Unified  
Atascadero USD  
Auburn Union ESD  
Baker Valley USD  
Ballard ESD  
Bangor Union ESD  
Banta ESD  
Bass Lake Joint Union ESD  
Bayshore ESD  
Beardsley ESD  
Bella Vista ESD  
Bellevue Union ESD  
Belmont ESD  
Bend ESD  
Bennett Valley Union ESD  
Berryessa Union ESD  
Big Creek ESD  
Big Oak Flat-Groveland USD  
Big Springs Union ESD  
Biggs USD  
Bishop Union ESD  
Black Butte Union ESD  
Blake ESD  
Blue Lake Union ESD  
Bollinas-Stinson Union ESD  
Bonny Doon Union ESD  
Borrego Springs USD  
Brawley ESD  
Brea-Olinda USD  
Bret Harte Union HSD  
Briggs ESD  
Brittan ESD  
Buckeye Union SD  
Buena Park ESD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Buena Vista ESD  
Burlingame ESD  
Burrel Union ESD  
Butte County Office of Education  
Butteville Union ESD  
Byron Union ESD  
Cajon Valley Union SD  
Calaveras USD  
Caliente Union ESD  
Calistoga Joint USD  
Cambrian ESD  
Campbell Union ESD  
Camptonville ESD  
Capay Joint Union ESD  
Cardiff ESD  
Carmel USD  
Caruthers Union ESD  
Cascade Union ESD  
Castaic Union SD  
Castro Valley USD  
Center USD  
Center JUSD  
Central USD  
Central Union HSD  
Ceres USD  
Charter Oak USD  
Chawanakee Joint ESD  
Chicago Park ESD  
Chinese Camp ESD  
Chowchilla ESD  
Chualar Union ESD  
Cienega Union ESD  
Citrus South Tule ESD  
City of Santa Rosa HSD  
Clay Joint ESD  
Cloverdale USD  
Coachella Valley USD  
Coarsegold USD  
Coffee Creek ESD  
Colfax ESD  
Colton Joint USD  
Columbia Union SD  
Colusa County Office of Education  
Compton USD  
Burbank USD  
Burnt Ranch ESD  
Burton ESD  
Butte Valley USD  
Buttonwillow Union ESD  
Cabrillo USD  
Calaveras County Office of Education  
Calexico USD  
Calipatria USD  
Cambria Union ESD  
Camino Union ESD  
Campbell Union HSD  
Canyon ESD  
Capistrano USD  
Carlsbad USD  
Carpinteria USD  
Caruthers Union HSD  
Casmalia ESD  
Castle Rock Union ESD  
Cayucos ESD  
Centinela Valley Union HSD  
Central ESD  
Central Union ESD  
Centralia ESD  
Chaffey Joint Union HSD  
Chatom Union ESD  
Chawanakee USD  
Chico USD  
Chino Valley USD  
Chowchilla Union HSD  
Chula Vista ESD  
Cinnabar ESD  
City of Santa Rosa ESD  
Claremont USD  
Clear Creek ESD  
Clovis USD  
Coalinga-Huron JUSD  
Coast Union HSD  
Cole Spring ESD  
College ESD  
Columbia ESD  
Columbine ESD  
Colusa USD  
Conejo Valley USD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Contra Costa County Office of Education	Corcoran Joint USD
Corning Union ESD	Corning Union HSD
Coronado USD	Corona-Norco USD
Cotati-Rohnert Park USD	Cottonwood Union ESD
Covina-Valley USD	Cox Bar ESD
Cucamonga ESD	Cuddeback Union ESD
Culver City USD	Cupertino USD
Curtis Creek ESD	Cutler-Orosi USD
Cutten ESD	Cuyama Joint USD
Cypress ESD	Davis Joint USD
Death Valley USD	Dehesa School District
Del Mar Union ESD	Del Norte County Office of Education
Del Norte County USD	Del Paso Heights ESD
Delano Joint Union HSD	Delano Union ESD
Delhi USD	Delphic ESD
Delta Island Union ESD	Delta View Joint Union ESD
Denair USD	Desert Sands USD
Di Giorgio ESD	Dinuba USD
Dinuba JUHSD	Dixie ESD
Dixon USD	Dos Palos-Oro Loma JUSD
Douglas City ESD	Downey USD
Dry Creek JEUSD	Duarte USD
Dublin USD	Ducor Union ESD
Dunham School District	Dunsmuir ESD
Dunsmuir Joint Union HSD	Durham USD
Earlimart ESD	East Nicolaus JUHSD
East Side Union HSD	East Whittier City ESD
Eastern Sierra USD	Eastside UESD
Edison ESD	El Centro ESD
El Dorado County Superintendent of Schools	El Dorado UHSD
El Monte City SD	El Monte Union HSD
El Nido ESD	El Rancho USD
El Segundo USD	El Tejon USD
Elk Grove USD	Elk Hills ESD
Elkins ESD	Elverta Joint ESD
Emery USD	Emigrant Gap ESD
Empire UESD	Encinitas Union ESD
Enterprise ESD	Escalon USD
Escondido Union SD	Escondido Union HSD
Esparto USD	Etiwanda ESD
Etna Union ESD	Etna Union HSD
Eureka City ESD	Eureka City HSD
Eureka Union ESD	Evergreen ESD

**SUPPLEMENTARY CONDITIONS**

**. PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Evergreen Union SD	Exeter Union ESD
Exeter Union HSD	Fairfax ESD
Fairfield-Suisun USD	Fall River Joint USD
Fallbrook Union ESD	Fallbrook Union HSD
Farmersville USD	Feather Falls Union ESD
Ferndale USD	Fieldbrook ESD
Fillmore USD	Firebaugh-Las Deltas USD
Flournoy Union ESD	Folsom-Cordova USD
Fontana USD	Foresthill Union ESD
Forestville Union ESD	Forks of Salmon ESD
Fort Bragg USD	Fort Jones Union ESD
Fort Ross ESD	Fort Stage USD
Fortuna Union ESD	Fortuna Union HSD
Fountain Valley ESD	Fowler USD
Franklin ESD	Franklin-McKinley ESD
Fremont USD	Fremont Union HSD
French Gulch-Whiskeytown ESD	Freshwater ESD
Fresno County Office of Education	Fresno County Schools Administration
Building Fresno USD	Fruitvale ESD
Fullerton ESD Fullerton	Joint Union HSD
Galt Joint Union ESD	Galt Joint Union HSD
Garden Grove USD	Garfield ESD
Garvey ESD	Gateway USD
Gazelle Union ESD	General Shafter ESD
Gerber Union ESD	Geyserville USD
Gilroy USD	Glendale USD
Glendora USD	Glenn County Office of Education
Gold Oak Union School District	Gold Trail Union School District
Golden Feather Union School District	Golden Plains USD
Goleta Union ESD	Gonzales Union ESD
Gonzales Union HSD	Gorman ESD
Grant ESD	Grant Joint Union HSD
Grass Valley ESD	Gratton ESD
Gravenstein Union ESD	Graves ESD
Green Point ESD	Greenfield Union ESD
Greenfield Union SD	Grenada ESD
Gridley Union SD	Gridley Union HSD
Grossmont Union HSD	Guadalupe Union ESD
Guerneville ESD	Gustine USD
Hacienda La Puente USD	Hamilton Union ESD
Hamilton Union HSD	Hanford ESD
Hanford Joint Union HSD	Happy Camp Union ESD
Happy Valley ESD	Happy Valley Union ESD
Harmony Union ESD	Hart-Ransom Union ESD
Hawthorne ESD	Hayward USD
Healdsburg Union ESD	Healdsburg Union HSD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Heber ESD  
Hemet USD  
Hesperia USD  
Hillsborough City SD  
Hollister ESD  
Holtville USD  
Hope ESD  
Hornbrook ESD  
Howell Mountain ESD  
Hughes-Elizabeth Lakes UESD  
Hughson Union School District  
Huntington Beach City ESD  
Hydesville ESD  
Imperial County Office of Education  
Indian Diggings ESD  
Inglewood USD  
Irvine USD  
Jacoby Creek ESD  
Jamul-Dulzura Union ESD  
Jefferson ESD  
Jefferson ESD  
John Swett USD  
Julian Union ESD  
Junction City ESD  
Junction ESD  
Kashia ESD  
Kentfield ESD  
Keppel Union ESD  
Kern County Office of Education  
Kernville Union ESD  
King City Joint Union HSD  
Kings Canyon Joint USD  
Kings River Union ESD  
Kingsburg Joint Union ESD  
Kingsburg Joint Union HSD  
Kit Carson Union Elementary  
Klamath-Trinity Joint USD  
Knights Ferry ESD  
Konocti USD  
La Grange ESD  
La Honda-Pescadero USD  
Lafayette ESD  
Laguna Joint ESD  
Lagunita ESD  
Lake County Office of Education  
Lake Elsinore USD  
Helendale School District  
Hermosa Beach City ESD  
Hickman ESD  
Hilmar USD  
Holt Union ESD  
Hope ESD  
Horicon ESD  
Hot Springs ESD  
Hueneme ESD  
Hughson Union HSD  
Humboldt County Office of Education  
Huntington Beach Union HSD  
Igo, Ono, Platina Union ESD  
Imperial USD  
Indian Springs ESD  
Inyo County Office of Education  
Island Union ESD  
Jamestown ESD  
Janesville Union ESD  
Jefferson ESD  
Jefferson Union HSD  
Johnstonville ESD  
Julian Union HSD  
Junction ESD  
Jurupa USD  
Kelseyville USD  
Kenwood ESD  
Kerman USD  
Kern Union HSD  
Keyes Union ESD  
King City Union ESD  
Kings County Office of Education  
Kings River-Hardwick Union ESD  
Kingsburg Elem. Comm. Charter  
Kirkwood ESD  
Klamath River Union ESD  
Kneeland ESD  
Knightsen ESD  
La Canada USD  
La Habra City ESD  
La Mesa-Spring Valley SD  
Laguna Beach USD  
Laguna Salada Union ESD  
Lagunitas ESD  
Lake ESD  
Lake Tahoe USD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Lakeport USD	Lakeside Joint SD
Lakeside Union ESD	Lakeside Union ESD
Lakeside Union ESD	Lammersville ESD
Lamont ESD	Lancaster ESD
Larkspur ESD	Las Lomas ESD
Las Virgenes USD	Lassen County Office of Education
Lassen Union HSD	Lassen View Union ESD
Laton Joint USD	Latrobe School District
Lawndale ESD	Laytonville USD
Le Grand Union ESD	Le Grand Union HSD
Leggett Valley USD	Lemon Grove ESD
Lemoore Union ESD	Lemoore Union HSD
Lennox ESD	Lewiston ESD
Liberty ESD	Liberty ESD
Liberty Union HSD	Lincoln ESD
Lincoln USD	Linden USD
Lindsay USD	Linns Valley-Pose Flat UESD
Little Lake City ESD	Little Shasta ESD
Live Oak ESD	Live Oak USD
Livermore Valley Joint USD	Livingston Union School District
Lodi USD	Loleta Union ESD
Loma Prieta Joint Union ESD	Lompoc USD
Lone Pine USD	Long Beach USD
Loomis Union ESD	Los Alamitos USD
Los Alamos ESD	Los Altos ESD
Los Angeles County Office of Education	Los Angeles USD
Los Banos USD	Los Gatos Union ESD
Los Gatos-Saratoga Joint Union HSD	Los Molinos USD
Los Nietos ESD	Los Olivos ESD
Lost Hills Union ESD	Lowell Joint ESD
Lucerne ESD	Lucerne Valley USD
Lucia Mar USD	Luther Burbank School District
Lynwood USD	Madera County Office of Education
Madera USD	Magnolia ESD
Magnolia Union ESD	Mammoth USD
Manchester Union ESD	Manhattan Beach Unified
Manteca USD	Manton Joint Union ESD
Manzanita ESD	Maple Creek ESD
Maple ESD	Marcum-Illinois Union ESD
Maricopa USD	Marin County Office of Education
Mariposa County Office of Education	Mariposa County USD
Mark Twain Union ESD	Mark West USD
Martinez USD	Marysville Joint USD
Mattole USD	Maxwell USD
McCabe Union ESD	McCloud Union ESD



**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

McFarland USD  
McKittrick ESD  
Meadows Union ESD  
Mendocino USD  
Menifee Union ESD  
Merced City ESD  
Merced River Union ESD  
Meridian ESD  
Middletown USD  
Mill Valley ESD  
Millville ESD  
Minarets Joint Union HSD  
Mission Union ESD  
Modesto City HSD  
Modoc Joint USD  
Mono County Office of Education  
Monrovia USD  
Montague ESD  
Montebello ESD  
Montecito Union ESD  
Monterey Peninsula USD  
Moorpark USD  
Moreland ESD  
Morgan Hill USD  
Mother Lode Union ESD  
Mountain Empire USD  
Mountain Union ESD  
Mountain View ESD  
Mountain View ESD  
Mt. Baldy Joint ESD  
Mt. Pleasant ESD  
Mulberry ESD  
Muroc Joint USD  
Napa County Office of Education  
National School District  
Needles USD  
Nevada County Office of Education  
New Haven USD  
New Jerusalem ESD  
Newcastle ESD  
Newman-Crows Landing USD  
Nicasio ESD  
North County Joint ESD  
North Monterey County USD  
Northern Humboldt Union HSD  
Novato USD  
McKinleyville Union ESD  
McSwain Union ESD  
Mendocino County Office of Education  
Mendota USD  
Menlo Park City ESD  
Merced County Office of Education  
Merced Union HSD  
Mesa Union ESD  
Midway ESD  
Millbrae ESD  
Milpitas USD  
Mineral ESD  
Modesto City ESD  
Modoc County Office of Education  
Mojave USD  
Monroe ESD  
Monson-Sultana Joint Union ESD  
Monte Rio Union ESD  
Montebello USD  
Monterey County Office of Education  
Montgomery ESD  
Moraga ESD  
Moreno Valley USD  
Morongo USD  
Mountain ESD  
Mountain House ESD  
Mountain Valley USD  
Mountain View ESD  
Mountain View-Los Altos Union HSD  
Mt. Diablo USD  
Mt. Shasta Union HSD  
Mupu ESD  
Murrieta Valley USD  
Napa Valley USD  
Natomas Union ESD  
Nevada City School District  
Nevada Joint Union HSD  
New Hope ESD  
Newark USD  
Newhall ESD  
Newport-Mesa USD  
Norris School District  
North Cow Creek ESD  
North Sacramento ESD  
Norwalk-La Mirada USD  
Nuestro ESD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Nuview USD  
Oak Grove Union ESD  
Oak Run ESD  
Oak View Union ESD  
Oakdale Union ESD  
Oakley Union ESD  
Ocean View ESD  
Ojai USD  
Ontario-Montclair ESD  
Orange Center School District  
Orange USD  
Orcutt Union ESD  
Orinda Union ESD  
Orland Joint Union HSD  
Oroville City ESD  
Outside Creek ESD  
Oxnard ESD  
Pacheco Union ESD  
Pacific Grove USD  
Pacific Union ESD  
Pajaro Valley USD  
Palm Springs USD  
Palo Alto USD  
Palo Verde Union ESD  
Panama-Buena Vista USD  
Paradise ESD  
Paramount USD  
Pasadena USD  
Paso Robles Joint Union ESD  
Pauma ESD  
Penryn ESD  
Perris Union HSD  
Petaluma Joint Union HSD  
Pierce Joint USD  
Piner-Olivet Union ESD  
Pioneer Union ESD  
Pittsburg USD  
Placentia-Yorba Linda USD  
Placer Hills Union ESD  
Placerville Union ESD  
Planada ESD  
Pleasant Grove Joint Union ESD  
Pleasant Valley ESD  
Pleasant View ESD  
Pleasanton USD  
Plumas County Office of Education  
Oak Grove ESD  
Oak Park USD  
Oak Valley Union ESD  
Oakdale Joint Union HSD  
Oakland USD  
Ocean View ESD  
Oceanside City USD  
Old Adobe Union ESD  
Ophir ESD  
Orange County Office of Education  
Orchard School District  
Orick ESD  
Orland Joint Union ESD  
Oro Grande ESD  
Oroville Union HSD  
Owens Valley USD  
Oxnard Union HSD  
Pacific ESD  
Pacific USD  
Pacific Union ESD  
Palermo USD  
Palmdale ESD  
Palo Verde USD  
Palos Verdes Peninsula USD  
Panoche ESD  
Paradise USD  
Parlier USD  
Paso Robles Joint Union HSD  
Patterson Joint USD  
Peninsula Union ESD  
Perris ESD  
Petaluma City Elementary SD  
Piedmont City USD  
Pine Ridge ESD  
Pioneer Union ESD  
Pioneer Union ESD  
Pixley Union ESD  
Placer County Office of Education  
Placer Union HSD  
Plainsburg ESD  
Plaza ESD  
Pleasant Ridge Union ESD  
Pleasant Valley School District  
Pleasant Valley Joint Union Elementary  
Plum Valley ESD  
Plumas ESD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Point Arena Joint Union HSD	Pollock Pines ESD
Pomona USD	Pond Union ESD
Pope Valley Union School District	Porterville Elementary SD
Porterville Union School District	Portola Valley ESD
Potter Valley Community USD	Poway USD
Princeton Joint USD	Quartz Valley ESD
Raisin City ESD	Ramona USD
Rancho Santa Fe ESD	Ravendale-Termo ESD
Ravenswood City ESD	Raymond-Knowles Union ESD
Ready Springs USD	Red Bluff Joint Union HSD
Red Bluff Union ESD	Redding ESD
Redlands USD	Redondo Beach City ESD
Redwood City ESD	Reed Union ESD
Reeds Creek ESD	Reef-Sunset USD
Rescue Union ESD	Rialto USD
Richfield ESD	Richgrove ESD
Richland-Lerdo ESD	Richmond ESD
Rim of the World USD	Rincon Valley Union ESD
Rio Bravo-Greeley Union ESD	Rio Dell ESD
Rio ESD	Rio Linda Union ESD
Ripon USD	River Delta USD
Riverbank ESD	Riverdale Joint Unified
Riverside County Office of Education	Riverside USD
Roberts Ferry Union ESD	Robla ESD
Rockford ESD	Rocklin USD
Rohnerville ESD	Romoland ESD
Rosedale Union ESD	Roseland ESD
Rosemead ESD	Roseville City ESD
Roseville Joint Union HSD	Ross ESD
Ross Valley School District	Round Valley joint ESD
Round Valley USD	Rowland USD
Sacramento City USD	Sacramento County Office of Education
Saddleback Valley USD	Salida Union School District
Salinas City ESD	Salinas Union HSD
San Antonio Union ESD	San Ardo Union ESD
San Benito County Office of Education	San Benito HSD
San Bernardino City USD	San Bernardino County Office of
Education	
San Bruno Park ESD	San Carlos ESD
San Diego City USD	San Diego County Office of Education
San Dieguito Union HSD	San Francisco County Office of Education
San Francisco USD	San Gabriel ESD
San Jacinto USD	San Joaquin County Office of Education
San Jose USD	San Juan USD
San Leandro USD	San Lorenzo USD
San Lorenzo Valley USD	San Lucas Union ESD
San Luis Coastal USD	San Luis Obispo County Office of Education

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

San Marcos USD  
San Mateo County Office of Education  
San Mateo-Foster City School District  
San Pasqual USD  
San Rafael City ESD  
San Ramon Valley USD  
Sanger USD  
Santa Barbara County Education Office  
Santa Barbara HSD  
Santa Clara ESD  
Santa Cruz City ESD  
Santa Cruz County Office of Education  
Santa Maria-Bonita School District  
Santa Paula ESD  
Santa Rita Union ESD  
Santee ESD  
Saucelito ESD  
Sausalito ESD  
Sawyers Bar ESD  
Scotts Valley Unified  
Seeley Union ESD  
Selma USD  
Sequoia Union ESD  
Shaffer Union School District  
Shasta County Office of Education  
Shasta Union HSD  
Shoreline USD  
Sierra Sands USD  
Sierra-Plumas Joint USD  
Silver Valley USD Simi Valley USD  
Siskiyou Union HSD  
Snowline Joint USD  
Solano County Office of Education  
Solvang ESD  
Sonoma County Office of Education  
District  
Sonora Union HSD  
Soulsbyville ESD  
South Bay Union ESD  
South Pasadena USD  
South Whittier ESD  
Southern Kern USD  
Southside ESD  
Spreckels Union School District  
St. Helena USD  
Stanislaus County Office of Education  
Stockton USD  
San Marino USD  
San Mateo Union HSD  
San Miguel Joint Union Elementary  
San Pasqual Valley USD  
San Rafael City HSD  
San Ysidro ESD  
Santa Ana USD  
Santa Barbara ESD  
Santa Clara County Office of Education  
Santa Clara USD  
Santa Cruz City HSD  
Santa Maria Joint Union HSD  
Santa Monica-Malibu USD  
Santa Paula Union HSD  
Santa Ynez Valley Union HSD  
Saratoga Union ESD  
Saugus Union ESD  
Savanna ESD  
Scotia Union EST  
Sebastopol Union ESD  
Seiad ESD  
Semitropic ESD  
Sequoia Union HSD  
Shandon Joint USD  
Shasta Union ESD  
Shiloh ESD  
Sierra County Office of Education  
Sierra USD  
Silver Fork ESD  
Siskiyou County Office of Education  
Snelling-Merced Falls Union ESD  
Solana Beach ESD  
Soledad Union ESD  
Somis Union ESD  
Sonoma Valley USD Sonora School  
Soquel Union ESD  
South Bay Union ESD  
South Fork Union School  
South San Francisco USD  
Southern Humboldt Joint USD  
Southern Trinity Joint USD  
Spencer Valley ESD  
Springville Union ESD  
Standard ESD  
Stanislaus Union ESD  
Stone Corral ESD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

Stony Creek Joint USD  
Strathmore Union HSD  
Summerville ESD  
Sundale Union ESD  
Sunnyvale ESD  
Surprise Valley Joint USD  
Sutter County Office of Education  
Sweetwater Union High District  
Taft City ESD  
Tahoe-Truckee USD  
Tehachapi USD  
Temecula Valley Unified District  
Templeton USD  
Thermalito Union School District  
Tipton ESD  
Tracy ESD  
Traver Joint ESD  
Tres Pinos Union ESD  
Trinity Center ESD  
Trinity Union HSD  
Tulare City ESD  
Tulare Joint Union HSD  
Tuolumne County Office of Education  
Turlock Joint Union HSD  
Twain Harte-Long Barn USD  
Twin Ridges ESD  
Ukiah USD  
Union Hill ESD  
Upland USD  
Upper Lake Union HSD  
Valle Lindo ESD  
Vallecitos School District  
Valley Center Union ESD  
Ventura County Office of Education  
Victor ESD  
Vineland ESD  
Vista Del Mar Union ESD  
Walnut Creek ESD  
Warner Union ESD  
Wasco Union HSD  
Washington USD  
Washington Union HSD  
Waugh ESD  
Weaver Union ESD  
Weed Union ESD  
West Covina USD  
Strathmore Union ESD  
Sulphur Springs Union ESD  
Summerville Union HSD  
Sunnyside Union ESD  
Sunol Glen USD  
Susanville School District  
Sutter Union HSD  
Sylvan Union ESD  
Taft Union HSD  
Tamalpais Union HSD  
Tehama County Office of Education  
Temple City USD  
Terra Bella Union ESD  
Three Rivers Union ESD  
Torrance USD  
Tracy Joint Union HSD  
Travis USD  
Trinidad Union ESD  
Trinity County Office of Education  
Trona Joint USD  
Tulare County Office of Education  
Tulelake Basin Joint USD  
Turlock Joint Elementary District  
Tustin USD  
Twin Hills Union ESD  
Two Rock Union ESD  
Union ESD  
Union Joint ESD  
Upper Lake Union ESD  
Vacaville USD  
Vallecito Union ESD  
Vallejo City USD  
Valley Home Joint ESD  
Ventura USD  
Victor Valley Union HSD  
Visalia USD  
Vista USD  
Walnut Valley USD  
Wasco Union ESD  
Washington Colony ESD  
Washington Union ESD  
Waterford ESD  
Waukena Joint Union ESD  
Weaverville ESD  
West Contra Costa USD  
West Fresno ESD

**SUPPLEMENTARY CONDITIONS**

**PART 3. SPECIFIED SCHOOL DISTRICTS CONT.**

West Park ESD	West Side Union ESD
West Sonoma County Union HSD	Western Placer USD
Westminster ESD	Westmorland Union ESD
Westside ESD	Westside Union ESD
Westwood USD	Wheatland ESD
Wheatland Union HSD	Whisman ESD
Whitmore Union ESD	Whittier City School District
Whittier Union HSD	William S. Hart Union HSD
Williams USD	Willits USD
Willow Creek ESD	Willow Grove Union ESD
Willows USD	Wilmar Union ESD
Wilson School District	Windsor Union School District
Worship ESD	Winters Joint USD
Winton ESD	Wiseburn ESD
Woodlake Union ESD	Woodlake Union HSD
Woodland Joint USD	Woodside ESD
Woodville ESD	Wright ESD
Yolo County Office of Education	Yosemite Union HSD
Yreka Union ESD	Yreka Union HSD
Yuba City USD	Yuba County Office of Education
Yucaipa-Calimesa Joint USD	

**PART 4. CALIFORNIA COMMUNITY COLLEGE DISTRICTS**

Allan Hancock Joint Community College	Antelope Valley Community College
Barstow Community College	Butte Community College
Cabrillo Community College	Cerritos Community College
Chabot-Las Positas Community College	Chaffey Community College
Citrus Community College	City College of San College
Coast Community College	College of Marin
College of the Sequoias	Compton Community College
Contra Costa Community College	Desert Community College
El Camino Community College	Feather River Community College
Foothill-De Anza Community College	Fremont-Newark Community College
Gavilan Joint Community College	Glendale Community College
Grossmont-Cuyamaca Community College	Hartnell Community College
Imperial Community College	Kern Community College
Lake Tahoe Community College	Lassen Community College
Long Beach Community College	Los Angeles Community College
Los Rios Community College	Mendocino-Lake Community College
Merced Community College	Miracosta Community College
Monterey Peninsula Community College	Mt. San Antonio Community College
Mt. San Jacinto Community College	Napa Valley Community College
North Orange County Community College	Palo Verde Community College
Palomar Community College	Pasadena Area Community College
Rancho Santiago Community College	Redwoods Community College

**SUPPLEMENTARY CONDITIONS**

**PART 4. CALIFORNIA COMMUNITY COLLEGE DISTRICTS CONT.**

Rio Hondo Community College	Riverside Community College
Saddleback Community College	San Bernardino Community College
San Diego Community College	San Joaquin Delta Community College
San Jose/Evergreen Community College	San Luis Obispo Co. Community College
San Mateo County Community College	Santa Barbara Community College
Santa Clarita Community College	Santa Monica Community College
Shasta-Tehama-Trinity Jr Comm. College	Sierra Joint Community College
Siskiyou Joint Community College	Solano County Community College
Sonoma County Junior College	Southwestern Community College
State Center Community College	Ventura County Community College
Victor Valley Community College	West Hills Community College
West Kern Community College	West Valley-Mission Community College
Yosemite Community College	Yuba Community College

**PART 5. UNIVERSITIES**

All California State Universities and UC campuses	
CSU Long Beach	CSU Northridge
California Lutheran University	Loma Linda University

**PART 6. SPECIFIED PUBLIC AGENCIES**

City of Santa Maria	San Luis Obispo County Department of Education
County Offices of San Luis Obispo	Riverside County Department of Education
Department of General Services San Luis Obispo	
Kern County Superintendent of Schools	Orange County Department of Education
Foundation for California Community Colleges	San Bernardino County Department of Education
Los Angeles Community College District	
Los Angeles Unified School District	Los Angeles County Department of Education
Los Angeles Unified School District	
Kern County Housing Authority	Ventura County Department of Education
Omni Bus Transportation, San Bernardino County	
Santa Barbara County Department of Education	

**PART 7. PRIVATE, CHARTER, AND RELIGIOUS EDUCATIONAL AGENCIES**

Gateway Community Charters	Green Dot Public Schools
Metropolitan Education District	Charter Schools
Private Schools	Adult Education
Y.M.C.A.	Boys and Girls Clubs
Religious Agencies	

## SUPPLEMENTARY CONDITIONS

### Board Minutes Renewing Piggyback

Approved at Regularly Scheduled School Board Meeting on April 30, 2015

- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to approve a proposal based on Piggy Back Bid #4 for Field Netting and Poles at Juan de Anza School in the amount not to exceed \$20,898.32 to KYA Services LLC. This work will be performed during the Juan de Anza School Playfield Project scheduled for this summer and to be paid from Bond Fund 21.3. M14.372  
KYA Services LLC –  
Field Netting & Poles
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to approve a proposal based on Piggy Back Bid #2 for Synthetic Turf and Fill Material at Juan de Anza School in the amount not to exceed \$368,960.41 to KYA Services LLC for work to be performed during the Juan de Anza School Playfield Project scheduled for this summer and to be paid from Bond Fund 21.3. M14.373  
KYA Services LLC –  
Synthetic Turf and Fill
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to ratify the cost for the percolation test to finalize the drainage system from Geo-Advantec, Inc. at Juan de Anza School in an amount not to exceed \$6,000 and to be paid from Bond Fund 21.3. M14.374  
Geo-Advantec, Inc.
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to ratify the cost for soil report to provide general geotechnical information to assist design and construction from Geo-Advantec, Inc. at Juan de Anza School in an amount not to exceed \$4,850 and to be paid from Bond Fund 21.3. M14.375  
Geo-Advantec, Inc.
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to ratify a proposal from HCI Systems for the cost and installation of seven cameras at Dana Middle School in an amount not to exceed \$13,975 to be paid from Measure CL Funds. M14.376  
HCI Systems
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to exercise the District's option to extend Piggyback 1: Carpet and Resilient Flooring for a second term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated March 27, 2014. M14.377  
Renewal of Piggy Back 1
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to exercise the District's option to extend Piggyback 2: Synthetic Turf and Sports Flooring for a second term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated March 27, 2014. M14.378  
Renewal of Piggy Back 2
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to exercise the District's option to extend Piggyback 3: Prefab Aquatic Pool Components, Equipment, Parts, and Ancillary Accessories for a second term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated May 22, 2014. M14.379  
Renewal of Piggy Back 3
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to exercise the District's option to extend Piggyback 4: Sports Equipment for a second term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated May 22, 2014. M14.380  
Renewal of Piggy Back 4
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to approve an agreement with Keenan & Associates for the Keenan SafeSchools Program. M14.381  
Keenan & Associates
- On a motion by Mr. Curtis, which was seconded by Mr. Martinez, the Board voted 3-0 to approve purchase orders #104975-105112, warrants and miscellaneous receipts as submitted. M14.382  
Purchase Orders,  
Warrants and  
Miscellaneous Receipts



## SUPPLEMENTARY CONDITIONS

### Board Minutes Renewing Piggyback

Approved at Regularly Scheduled School Board Meeting on March 24, 2016

Dr. Johnstone asked the Board if they had received their most recent issue of School News. From the Superintendent  
The Board members indicated that they did receive it this time.

Dr. Johnstone shared that he had attended the Robotics competition in Long Beach. The Da Vinci Science team performed very well, although they had some software and mechanical issues. They will be in competition again on April 1-2, 2016 in Orange County.

Dr. Johnstone shared that Rock Around the Block this year was our most successful ever, especially in terms of the student presentations. The music programs at the elementary, middle and high schools provided four full hours of music.

Dr. Johnstone shared that he had attended Da Vinci Exhibition Nights at Da Vinci Innovation Academy, Da Vinci Communications and Da Vinci Design. The Exhibition Nights featured outstanding student performances at all three schools and excellent parent participation.

Dr. Johnstone provided the Board with an update on the Benefits Committee. The process is going very positively and the next two meetings will include presentations by two of the larger JPAs in the State.

On a motion by Ms. Kaneda, which was seconded by Mr. Martinez, the Board voted 4-0 to approve the minutes of the Regular meeting held March 8, 2016. M15.478  
Minutes

The item related to the adoption of Resolution #15/16.29 – Resolution of the Wiseburn Unified School District for the Acquisition of Real Property and the Institution of Eminent Domain Proceedings was tabled for further discussion. Item tabled.

On a motion by Ms. Kaneda, which was seconded by Mr. Martinez, the Board voted 4-0 to approve the replacement of Mike Krisky Masonry current listed Sub with American Eagle Contractors, Inc. for all future work required under the Agreement with KYA dated May 22, 2014 for Piggyback #2: Synthetic Turf and Sports Flooring. M15.479  
Piggyback #2 – Sub of  
Subcontractor

On a motion by Ms. Kaneda, which was seconded by Mr. Martinez, the Board voted 4-0 to approve the replacement of Beyond Grass Installations current listed Sub with The Land Solution, LLC. for all future work required under the Agreement with KYA dated May 22, 2014 for Piggyback #2: Synthetic Turf and Sports Flooring. M15.480  
Piggyback #2 –  
Subcontractor

The item related to the execution of a trade contract agreement with Otis Elevators for the New Wiseburn High School Project was tabled for further discussion. Item tabled.

The item related to the execution of an assignment agreement with Otis Elevators for the New Wiseburn High School Project was tabled for further discussion. Items tabled.

On a motion by Mr. Bañuelos, which was seconded by Mr. Martinez, the Board voted 4-0 to exercise its option to extend Piggyback 1: Carpet and Resilient Flooring for a second term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated March 27, 2014. M15.481  
Piggyback #1 – Carpet  
and Resilient Flooring

On a motion by Mr. Bañuelos, which was seconded by Mr. Martinez, the Board voted 4-0 to exercise its option to extend Piggyback 2: Synthetic Turf and Sports Flooring for a second term for a full year of 365 calendar days. This extension will be based on the terms found in the original agreement dated March 27, 2014. M15.482  
Piggyback #2 –  
Synthetic Turf and  
Sports Flooring

**SUPPLEMENTARY CONDITIONS**

**WARRANTIES (AS NEEDED)**

END OF SECTION

# LABOR CONDITIONS

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## **PART 1. GENERAL**

### *1.1. PROJECT LOCATIONS*

- A. This bid is applicable to DISTRICT campuses, centers, and facilities.

### *1.2. WORK DAYS AND HOURS*

- A. Unless otherwise directed in writing by the DISTRICT, all work covered under this bid shall be based upon a five (5) day work week from Tuesday to Saturday during the hours of 7:00 AM and 5:00 PM.
- B. This defines the standard work week.

## **PART 2. BID**

### *2.1. SECURITY*

- A. See also “Instructions to Bidders” item 2.
- B. The required 10% bid security is based upon the Grand Total and the Basis of Award Bid Form found in Bid Form Package.

### *2.2. BASIS FOR BID AWARD*

- A. The Bid Form requires bidders to enter unit price costs for a number of items noted on the Unit Price Schedule.
- B. The submitted unit prices are utilized by the bidder to complete the Basis of Award form found in the Bid Form package.
- C. Failure to provide unit costs for each and every item on the Unit Price Schedule or the Basis of Award form shall result in the bid being declared “non- responsive”.
- D. The bid shall be awarded based upon the lowest cost responsible bid provided on the hypothetical work noted in the Basis of Award form in the Bid Form package.
- E. All costs noted by the bidder in the Basis of Award shall match the Unit Price Schedule also submitted by the bidder.
- F. If there are cost differences between the Basis of Award and the Unit Price Schedule, then the lowest cost shall be accepted by the DISTRICT.

### *2.3. SCOPE OF WORK*

- A. All work noted in the Bid is to be utilized by the DISTRICT on an “if and as needed” basis.
- B. The DISTRICT shall provide no minimum amount of work or any guarantee of work covered by the Bid.
- C. The DISTRICT retains the exclusive right to utilize the Bid as it deems necessary and may also utilize any other bids or cooperative agreements that are in the best interest of the DISTRICT.
- D. It is the intention of THE DISTRICT to use this Bid, based upon the unit price schedule, for multiple stand-alone projects.

## **LABOR CONDITIONS**

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- E. Each project shall be cost out by the successful bidder in a written proposal (estimate) based upon the Bid's Unit Price Schedule.
- F. If approved, a purchase order and Field Agreement shall be issued as a notice to proceed.

### **2.4. PERFORMANCE AND PAYMENT BOND**

- A. Performance and Payment Bonds shall be required for any project that exceeds \$15,000 in cost.
- B. THE DISTRICT shall reimburse the successful bidder for the direct costs of required Performance and Payment Bonds up to, but not exceeding 2% of the project cost.
- C. Reimbursement shall be made within thirty (30) work days of submittal of a valid reimbursement invoice with fully documented costs.
- D. Performance and Payment Bonds shall not be required for projects less than \$15,000 in cost.

### **2.5. BID DURATION**

- A. Bid shall be awarded for approximately four (4) years as follows:
- B. Year Two (1)      5 / 9 / 2015                      through      5 / 8 / 2016
- C. Year Two (2)      5 / 9 / 2016                      through      5 / 8 / 2017
- D. Year Three (3)    5 / 9 / 2017                      through      5 / 8 / 2018
- E. Year Four (4)     5 / 9 / 2018                      through      5 / 8 / 2019

### **2.6. UNIT PRICE ADJUSTMENTS**

- A. All unit prices shall be adjusted in year two (2) and year four (4) by the annual average CPI for the prior calendar year.
- B. The CPI utilized for this adjustment is defined as CPI – All Urban Consumers for Los Angeles, Riverside, and Orange County, California, for the Base Period 1982-84.
- C. However, in no case shall the original unit prices be subject to reductions in costs as the result of the CPI adjustment.

## **PART 3. CONTRACT ADMINISTRATIVE FEES AND REPORTS**

### **3.1. FEES**

- A. The vendor will provide to Wiseburn School District a contract administrative fee of two (2) percent of the total invoice amounts of all orders shipped pursuant to the cooperative and utilization agreement.
- B. The two (2) percent fee shall apply only to those entities that choose to use said agreement pursuant to Sections 20118 and 20652 of the Public Contract Code.
- C. The two (2) percent fee will be listed as a separate line item cost and shall be included in the price of goods or services.

### **3.2. REPORTS**

- A. The Vendor shall provide quarterly reports of the total dollar expenditures by each participating agency to the DISTRICT.
- B. Use the Quarterly Report Form found in the Bid Form package for all submissions.

## **LABOR CONDITIONS**

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- C. This report will be submitted electronically on a quarterly basis for the previous quarter's transactions.
- D. Quarterly reports and fees are to be submitted to the Business Office for the DISTRICT at 10350 Aviation Blvd Hawthorne CA 90250.
- E. Failure to submit these reports and fees when due shall constitute grounds to terminate this agreement.
- F. Supplier shall remain liable for any fees due prior to such notification.

### **PART 4. MATERIAL**

#### *4.1. SUPPLIED MATERIAL*

- A. Contractor is responsible for all materials for a completed job.
- B. DISTRICT may elect to store additional material and/or attic stock for quick access.

### **PART 5. RESPONSIBILITIES**

#### *5.1. BIDDING CONTRACTORS*

- A. All miscellaneous items needed for a completed job shall be provided by the contractor as stated within the bid document and specifications.
- B. Plan take-off, proper estimates for flooring, material and labor needed to complete the job.
- C. Contractor will be held responsible to the original written estimate provided for each project.
- D. Supplying all materials necessary for a completed project or as requested.
- E. Contractor is required to be certified by manufacturer for the installation of all specified flooring systems.
- F. Contractor will be required to order and receive materials at the contractor's warehouse 6-8 weeks prior to the scheduled installation date.
- G. Contractor must have adequate warehouse and storage facilities.
- H. Contractor must provide warehouse facilities that are adequate to store owner supplied or attic stock flooring material.
- I. Warehouse facilities must be insured and bonded.
- J. Certification will be required showing that the material is insured for 100% of its value.
- K. Contractor must supply insurance for all district owned stored material.
- L. The contractor will be responsible for all installation and auxiliary materials.
- M. The contractor will be responsible for all flooring preparation labor.
- N. Contractor's flooring installation price for all categories is to include set-up and prep work.
- O. The contractor will be responsible for all proper equipment to receive and deliver material to the job sites.
- P. The contractor will be responsible for all deliveries of all district owned and contractor stored materials to all job sites. This includes all projects designated within the bid document.
- Q. The contractor will be responsible for insuring the district owned material when delivering and transporting goods.
- R. The contractor will be responsible for disposal of used flooring systems.

## **LABOR CONDITIONS**

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- S. The contractor will be responsible for providing disposal for used flooring systems.
- T. The contractor will be responsible for following the manufacturer's installation instructions exactly for all materials utilized.
- U. No more than one (1) dye lot shall be considered per material type per project, unless otherwise approved in writing by the DISTRICT.

### **5.2. SUBSTRATES**

- A. Flooring materials, including turf, will be installed over several different substrates to include wood, concrete and pads.
- B. Contractors will be responsible for contacting the manufacturer for the correct installation specification for each substrate application.

### **5.3. REMOVAL AND DISPOSAL**

- A. If applicable, the contractor will be responsible for the removal and disposal of existing flooring where new flooring will be installed or as requested.

### **5.4. LABOR REQUIREMENTS**

- A. Contractor must have available resources to meet a minimum of 340 yards of flooring installations per standard working day.
- B. Labor requirements vary on a daily basis.

### **5.5. MATERIAL PICK UP**

- A. In addition to receiving and storing district supplied materials the contractor may be required to pick up owner supplied materials at designated Warehouses.

### **5.6. STORAGE**

- A. Contractor will be responsible for storing all owner supplied material for the term of the contract at no charge to the DISTRICT.
- B. All flooring overages shall be labeled and stored by the contractor.
- C. Remaining materials will be delivered to a DISTRICT location when requested or at termination of contract.

### **5.7. MINIMUM ORDERS**

- A. Carpet, sheet flooring, and tile orders shall not be less than 65 yards.
- B. Wall base shall not be less than 120 linear feet.
- C. Rubber tile products shall be one carton.
- D. Reducer shall be 12' with each product including reducers, track, and molding pieces.

### **5.8. CARPET MATERIAL MANUFACTURING OVERAGES**

- A. Overages shall not exceed the following:
  - a) 1 – 500 square yards: 5%
  - b) 501 – 1,000 square yards: 4%
  - c) 1,001 – 2,500 square yards: 2%
  - d) 2,501 and up: 1%

## **LABOR CONDITIONS**

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### **WARRANTIES**

#### **6.1. SUBMITTALS**

- A. All warranties must be submitted with payment requests in order to process payment.

#### **6.2. SUBSTANCE**

- A. Warranties shall indicate site, location, and date of installation.

#### **6.3 10 YEAR LABOR WARRANTY (LATENT)**

- B. Contractor shall be responsible for the labor and warranty it for 10 years non-prorated.
- C. The 10 year labor warranty is to read as follows:
  - a) Contractor has been responsible for the application of materials.
  - b) Materials have been installed per manufacturer specifications.
  - c) Materials meet the integrity level set forth by the manufacturer.
- D. This includes proper application of flooring, tiles, rolls, wall base, and any other material contracted.

#### **6.4 ABNORMALITIES**

- A. Contractor is responsible for identifying any inherent abnormalities relating to manufacturer supplied products such as flooring, tiles, and rolls.
- B. The district must be notified prior to installation in the case where materials may compromise the proper application of flooring materials.

### **PART 7. WALL BASE, THRESHOLDING, AND APPLICATION**

#### **7.1. INSTALLATION**

- A. Contractor shall ensure that wallbase, thresholding, and application are installed correctly per plan specifications and manufacturer's recommendations.

### **PART 8. CONCRETE VAPOR AND RELATIVE HUMIDITY EMISSION TESTING**

#### **8.1. REQUIREMENTS**

- A. The DISTRICT may require concrete vapor and/or relative humidity emission testing.
- B. Contractor will utilize calcium chloride tests or relative humidity testing.
- C. The cost of calcium chloride tests or relative humidity tests shall not exceed \$50.00 per test.
- D. Each test must include pH results.
- E. Contractor shall be paid for any calcium chloride or relative humidity test as a reimbursable expense.



## **LABOR CONDITIONS**

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### **PART 9. SCHEDULE**

#### *9.1. INSTALLATION SCHEDULE CHANGES*

- A. Contractor will give a minimum of 3 days' notice prior to any installation schedule changes.

#### *9.2. WORK HOURS*

- A. Contractor work hours are 7:00 AM – 5:00 PM, Tuesday through Saturday.

### **PART 10. CHANGE ORDERS**

#### *10.1. NO CHANGE ORDERS OR ADDITIONAL PAYMENTS WILL BE CONSIDERED IN EXCESS OF THE CONTRACTORS ORIGINAL ESTIMATE UNLESS:*

- A. Approved in advance and in writing by the DISTRICT for special or extraordinary conditions not known at the time of issuance of the purchase order and/or Field Project Agreement Form (Exhibit A).

### **PART 11. AB2398 PRODUCT STEWARDSHIP**

#### *11.1. BIDDING CONTRACTOR AWARDED THIS BID SHALL BE RESPONSIBLE FOR:*

- A. Implementing AB2398 at no additional cost to the DISTRICT.
- B. Any and all costs associated with the implementation of AB2398 shall be included with the contractor's bid.
- C. The stewardship fee shall be a line item cost (\$0.05 per yard) that is added to the proposal as a separate cost.
- D. The fee shall be treated like a tax and shall not be included in the bid.

### **PART 12. CERTIFICATION**

#### *12.1. REQUIREMENTS*

- A. It is a requirement of this bid that all individuals working on projects at the DISTRICT and involving structured, woven, 12' broadloom and carpet tile shall be certified by the manufacturer.
- B. Proof of current and valid certification shall be included with the Bid Form.
- C. Failure to provide such certification may result in the bid being declared "non-responsive".

# PRODUCT WARRANTY – 6’ STRUCTURED CARPET

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## PART 1. PRODUCT

- 1.1. DESCRIPTION
  - A. 6’ structured carpet
- 1.2. WARRANTY TIMELINE
  - A. 25 years from date of installation

## PART 2. WARRANTY TYPE

- 2.1. NON-PRORATED
  - A. Replacement materials
  - B. Removal and disposal of failed goods
  - C. All associated labor and sundries for a completed project
- 2.2. COVERED BY THE SUPPLYING MANUFACTURER AGAINST THE FOLLOWING:
  - A. Excessive surface wear (+15%)
  - B. Edge ravel (yarn)
  - C. Zippering (yarn)
  - D. Resiliency loss of backing (+10%)
  - E. Delamination of the secondary backing from the primary backing (if applicable)
  - F. See Carpet and Rug Institute (CRI) for a description of the listed warranted items.

## PART 3. MANUFACTURER’S INFORMATION

Manufacturer:	TANDUS-CENTIVA	
Officer / Manager:	JACK VOMBAUR	
Address:	200 E. SANDPOINTE AVE STE.110 SANTA ANA, CA 92705	
Phone Number:	714-803-9545	
Email Address:	JVOMBAUR@TANDUS-CENTIVA.COM	
Date:	2/7/14	
Signature:		
Notary:		Seal:

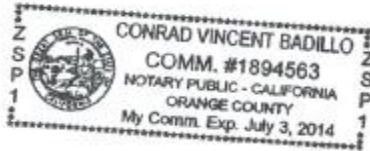
# PRODUCT WARRANTY – 6' STRUCTURED CARPET

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California  
 County of Orange  
 On Feb 7, 2014 before me, Conrad Vincent Badillo Notary  
Date Here Insert Name and Title of the Officer  
 personally appeared John Anthony Leyds  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_

Individual  Partner —  Limited  General  Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_

Attorney in Fact  Trustee  Guardian or Conservator  Other: \_\_\_\_\_

Trustee  Guardian or Conservator  Other: \_\_\_\_\_

Guardian or Conservator  Other: \_\_\_\_\_

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

## PRODUCT WARRANTY – CARPET TILE

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### PART 1. PRODUCT

- 1.1. *DESCRIPTION*
- A. Carpet tile
  - B. 18x18, 24x24, 36x36
- 1.2. *WARRANTY TIMELINE*
- A. 15 years from date of installation

### PART 2. WARRANTY TYPE

- 2.1. *NON-PRORATED FOR:*
- A. Replacement materials
  - B. Removal and disposal of failed goods
  - C. All associated labor and sundries for a completed project.
- 2.2. *COVERED BY THE SUPPLYING MANUFACTURER AGAINST THE FOLLOWING:*
- A. Excessive surface wear (+15%)
  - B. Edge ravel (yarn)
  - C. Zippering (yarn)
  - D. Resiliency loss of backing (+10%)
  - E. Delamination of the secondary backing from the primary backing (if applicable)
  - F. See Carpet and Rug Institute (CRI) for a description of the listed warranted items.
  - G. Cupping
  - H. Doming

### PART 3. MANUFACTURER'S INFORMATION

Manufacturer:	TANDUS-CENTIVA	
Officer / Manager:	JACK VOMBAUR	
Address:	200 E. SANDPOINTE AVE STE.110 SANTA ANA, CA 92705	
Phone Number:	714-803-9545	
Email Address:	JVOMBAUR@TANDUS-CENTIVA.COM	
Date:	2/7/14	
Signature:		
Notary:		Seal:

# PRODUCT WARRANTY – CARPET TILE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

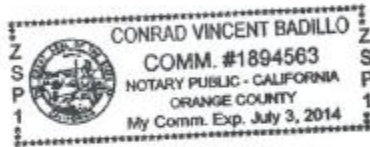
State of California

County of Orange

On Feb 7, 2014 before me, Conrad Vincent Badillo Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John Anthony Lopez  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

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

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_

Individual  Individual

Partner –  Limited  General  Partner –  Limited  General

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



# PRODUCT WARRANTY – 12’ WOVEN BROADLOOM CARPET

---

## PART 1. PRODUCT TYPE

- 1.1. *DESCRIPTION*
  - A. 12’ woven broadloom carpet
- 1.2. *WARRANTY TIME LINE*
  - A. 20 years from date of installation

## PART 2. WARRANTY TYPE

- 2.1. *NON-PRORATED FOR REPLACEMENT MATERIALS*
  - A. Removal and disposal of failed goods
  - B. All associated labor and sundries for a completed project.
- 2.2. *COVERED BY THE SUPPLYING MANUFACTURER AGAINST THE FOLLOWING:*
  - A. Excessive surface wear (+15%)
  - B. Edge ravel (yarn)
  - C. Zippering (yarn)
  - D. Resiliency loss of backing (+10%)
  - E. Delamination of the secondary backing from the primary backing (if applicable)
  - F. See Carpet and Rug Institute (CRI) for a description of the listed warranted items.

## PART 3. MANUFACTURER’S INFORMATION

Manufacturer:	TANDUS-CENTIVA	
Officer / Manager:	JACK VOMBAUR	
Address:	200 E. SANDPOINTE AVE STE.110 SANTA ANA, CA 92705	
Phone Number:	714-803-9545	
Email Address:	JVOMBAUR@TANDUS-CENTIVA.COM	
Date:	2/7/14	
Signature:		
Notary:		Seal:



# PRODUCT WARRANTY – 12' WOVEN BROADLOOM CARPET

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California  
 County of Orange  
 On Feb 7, 2014 before me, Conrad Vincent Badillo Notary Public  
(Date) Here, Insert Name and Title of the Officer  
 personally appeared John Anthony Leyds  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

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Individual  Partner —  Limited  General  Individual

Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

# PRODUCT WARRANTY – 12’ BROADLOOM CARPET

---

## PART 1. PRODUCT

- 1.1. DESCRIPTION
  - A. 12’ broadloom carpet
- 1.2. WARRANTY TIMELINE
  - A. 10 years from date of installation

## PART 2. WARRANTY TYPE

- 2.1. NON-PRORATED FOR
  - A. Replacement materials
  - B. Removal and disposal of failed goods
  - C. All associated labor and sundries for a completed project.
- 2.2. COVERED BY THE SUPPLYING MANUFACTURER AGAINST THE FOLLOWING:
  - A. Excessive surface wear (+15%)
  - B. Edge ravel (yarn)
  - C. Zippering (yarn)
  - D. Resiliency loss of backing (+10%)
  - E. Delamination of the secondary backing from the primary backing (if applicable)
  - F. See Carpet and Rug Institute (CRI) for a description of the listed warranted items.

## PART 3. MANUFACTURER’S INFORMATION

Manufacturer:	TANDUS-CENTIVA	
Officer / Manager:	JACK VOMBAUR	
Address:	200 E. SANDPOINTE AVE STE.110 SANTA ANA, CA 92705	
Phone Number:	714-803-9545	
Email Address:	JVOMBAUR@TANDUS-CENTIVA.COM	
Date:	2/7/14	
Signature:		
Notary:		Seal:



# PRODUCT WARRANTY – 12' BROADLOOM CARPET

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On Feb 7, 2014 (Date)

before me,

Conrad Vincent Badillo, Notary Public  
Here Insert Name and Title of the Officer

personally appeared

John Anthony Leyds  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

Place Notary Seal Above

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Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



END OF SECTION

## UNIT PRICE SCHEDULE AND BASIS OF AWARD FORM

### **PART 1. BIDDER REQUIREMENTS**

#### *1.1. GENERAL*

- A. Bidder is required to complete all items noted on the Unit Price Schedule and the Basis of Award.
- B. Failure to provide costs for each and every item shall result in the bid being declared “non-responsive”.

#### *1.2. DISCREPANCIES*

- A. If there is any discrepancy between costs provided on the Unit Price Schedule and the Basis of Award, only the lowest cost shall be utilized by the district.

#### *1.3. CERTIFICATION*

- A. It is a requirement of this bid that all individuals working on projects at the district and involving 6’ structured, 12’ woven, 12’ broadloom, and carpet tile shall be certified by the manufacturer.
- B. Proof of current and valid certification shall be included with the Bid Form.
- C. Failure to provide such certification may result in the bid being declared “non- responsive”.
- D. See supplemental Labor Conditions.

### **PART 2. BASIS OF AWARD FORM**

#### *2.1. FORM*

- A. This form represents a hypothetical example of a project (or projects) at the district that may be utilized under the bid.
- B. The Basis of Award shall be completed using the costs noted by the bidder in the Schedule of Values and shall be utilized for purposes of determining the lowest cost responsible bidder.

## BASIS OF AWARD FORM

### PART 1. INSTRUCTIONS

**1.1. PROJECT DESCRIPTION**

- A. This is a hypothetical project for the district with quantities based on a standard multi story building.
- B. The costs represent the same costs noted on the unit pricing schedule and applied to this hypothetical project.
- C. The grand total cost shall be the basis for awarding the bid.

**1.2. NOTICE TO CONTRACTOR**

- A. Understand that all materials to be installed are to be received as a completed project.
- B. All sundry items, adhesives, seam welds, seam sealers and any associated item necessary for a completed project is to be included in the prices below.

**1.3. DISTRICT MATERIAL / ATTIC STOCK / STORED MATERIAL**

- A. District owned carpet material and permanent matting shall be stored by the contractor.
- B. All items needed for a completed job will be the responsibility of the contractor.

**1.4. DELIVERIES**

- A. Carpet and matting materials will be delivered to the contractor's designated receipt location.

**1.5. DELIVERY, STORAGE, WAREHOUSING, AND PICK UP**

- A. Contractor will be responsible for delivering, storing and warehousing materials for the term of the contract.
- B. All cost associated with delivery and pick up will be the sole responsibility of the contractor.

### PART 2. UNIT PRICE CHART FOR USE AS BASIS OF AWARD

Description	Unit	Quantity	Unit Cost	Total
<b>Soft Surface Flooring Material</b>				
6' Structured (see specification)	square yards	3,600	\$20.80	\$74,880.00
Carpet Tile 18x18, 24x24, 36x36 (see specification)	square yards	700	\$19.65	\$13,755.00
12' Woven (see specification)	square yards	400	\$31.92	\$12,768.00
12' Broadloom (see specification)	square yards	90	\$20.23	\$1,820.70
<b>Healthy Building Specialty Criteria for Carpet</b>				

**PART 2. UNIT PRICE CHART FOR USE AS BASIS OF AWARD**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
Roll Goods	square yards	3,600	\$22.16	\$79,776.00
Modular Tile	square yards	700	\$21.03	\$14,721.00
<b>Soft Surface Flooring Installation</b>				
Standard floor prep	manhours	96	\$75.00	\$7200.00
6' Structured	square yards	3,600	\$6.88	\$24,768.00
Carpet Tile 18x18, 24x24, 36x36	square yards	700	\$7.19	\$5033.00
12' Woven	square yards	400	\$7.19	\$2876.00
12' Broadloom	square yards	90	\$7.19	\$647.00
Removal of existing carpet (standard latex action back)	square yards	4,790	\$2.81	\$13,459.90
<b>Healthy Building Specialty Criteria for Carpet Installation</b>				
Roll Goods	square yards	3,600	\$7.81	\$28,116.00
Modular Tile	square yards	700	\$7.81	\$5467.00
<b>Wall Base &amp; Reducer Strip</b>				
4 3/8" wall base* top set rubber TDCR	linear feet	5,000	\$2.50	\$12,500.00
Snap down reducer strip (includes track CD-XX)	linear feet	210	\$3.13	\$657.30
<b>Furniture Moving</b>				
Standard classroom	manhours per room (4)	120	\$75.00	\$9000.00
<b>Triumph Sports Floor Tile</b>				
Triumph Sports Floor Material	square feet	2,140	\$17.46	\$37,364.40
Triumph Sports Floor Labor	square feet	2,140	\$3.13	\$6698.20
<b>Matting System</b>				
Geo Tile Material	square yards	90	\$57.60	\$5184.00
Geo Tile Matting System Installation	square yards	90	\$8.13	\$731.70
<b>Sheet Linoleum</b>				
Harmonium xf Material acquisition	square yards	75	\$39.13	\$2934.75
Sheet Linoleum Installation	square yards	75	\$14.06	\$1054.50
Sheet Linoleum Demolition	square yards	65	\$16.88	\$1097.20
Self Cove (Includes cove stick and cap metal)	linear feet	165	\$10.00	\$1650.00
<b>Solid Vinyl Tile</b>				
Cortina Grande Material	square feet	1,070	\$4.48	\$4793.60
Cortina Grande Installation	square feet	1,070	\$2.50	\$2675.00
<b>Vinyl Composition Tile</b>				
Azrock VCT Material	square feet	1,260	\$1.08	\$1360.80
Azrock VCT Installation	square feet	1,260	\$1.25	\$1575.00
Textile VCT Material	square feet	1,070	\$1.68	\$1797.60

**PART 2. UNIT PRICE CHART FOR USE AS BASIS OF AWARD**

<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
<b>Textile VCT Installation</b>	square feet	1,070	\$1.25	\$1337.50
<b>Standard Epoxy Flooring</b>				
Material	square feet	2,140	\$7.50	\$16,050.00
Installation	square feet	2,140	\$11.25	\$24,075.00
<b>Concrete Polishing / Grinding</b>				
(1) Level A Polish	square feet	2,140	\$8.75	\$18,725.00
(1) Level 1 Cut	square feet	2,140	\$2.50	\$5350.00
(2) Level B Polish	square feet	2,140	\$10.63	\$22,748.20
(2) Level 2 Cut	square feet	2,140	\$3.75	\$8,025.00
(3) Level C Polish	square feet	2,140	\$12.50	\$26,750.00
(3) Level 3 Cut	square feet	2,140	\$5.00	\$10,700.00
<b>Sheet Rubber</b>				
Integra Material	square feet	1,070	\$7.38	\$7896.60
Integra Installation	square feet	1,070	\$3.13	\$3349.10
Training Material	square feet	1,070	\$7.34	\$7853.80
Training Labor	square feet	1,070	\$3.13	\$3349.10
<b>Rubber Tile</b>				
<b>Eco-Shell with Cork 24x24 (Hammered)</b>				
Material	square feet	2,140	\$11.36	\$24,310.40
Labor	square feet	2,140	\$2.50	\$5,350.00
<b>Micro Tone 24x24 (Speckled)</b>				
Material	square feet	2,140	\$10.73	\$22,962.20
Labor	square feet	2,140	\$2.50	\$5350.00
<b>Grand Total</b>				<b>\$590,543.65</b>
<b>Write out Grand Total in words:</b>				<b>Five-hundred ninety thousand, five-hundred forty-three dollars and sixty-five cents</b>

END OF SECTION



## UNIT PRICE SCHEDULE – PERMANENT MATTING MATERIALS AND INSTALLATION

---

### **PART 1. INSTRUCTIONS**

#### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

#### *1.2. MINIMUMS*

- A. Geo Tile\* has a minimum purchase order requirement of 3 yards.
- B. Abrasive Action\*: 5 yard minimum purchase order requirement.

### **PART 2. PRICING**

#### *2.1. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

#### *2.2. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

## UNIT PRICE SCHEDULE – PERMANENT MATTING MATERIALS AND INSTALLATION

---

### PART 3. STANDARD WORK WEEK

3.1. SHALL BE 7:00 AM – 5:00 PM

3.2. TUESDAY THROUGH SATURDAY

### PART 4. UNIT PRICE CHART

Product Description	Price per Unit	Unit Measurement
Material - Geo Tile* Matting 18"x18" dry back modular tile	\$63.93	per square yard
Installation - Geo Tile* Matting 18"x18" dry back modular tile	\$8.13	per square yard
Material - Abrasive Action 6' dry back roll goods	\$41.39	per square yard
Installation - Abrasive Action 6' dry back roll goods	\$8.13	per square yard
Material – Triad Mat (water hog) with trim 3'x4'	\$163.50	per square yard
Material – Triad Mat (water hog) with trim 4'x6'	\$327.00	per square yard

\*Indicate the exact price input into the Basis of Award form.

# UNIT PRICE SCHEDULE - SOFT SURFACE FLOORING MATERIAL AND INSTALLATION

---

## **PART 1. INSTRUCTIONS**

### 1.1. *GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

### 1.2. *MINIMUMS*

- A. Soft surface flooring material has a 65 yard minimum purchase requirement.

## **PART 2. PRICING**

### 2.1. *MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

### 2.2. *INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation.

## **PART 3. STANDARD WORK WEEK**

3.1. *SHALL BE 7:00 AM – 5:00 PM*

3.2. *TUESDAY THROUGH SATURDAY*

## UNIT PRICE SCHEDULE - SOFT SURFACE FLOORING MATERIAL AND INSTALLATION

### PART 4. UNIT PRICE CHART FOR SOFT SURFACE FLOORING (BASIS OF AWARD PRODUCTS)

Product Description	Price per Unit	Unit Measurement
Soft Surface Flooring Material – 6’ Structure Back (see product specification)*	\$20.91	per square yard
Soft Surface Flooring Material – 18x18, 24x24, 36x36 Carpet Tile (see product specification)*	\$19.76	per square yard
Soft Surface Flooring Material – 12’ Woven (see product specification)*	\$32.02	per square yard
Soft Surface Flooring Material – 12’ Broadloom (see product specification)*	\$20.33	per square yard
Soft Surface Flooring Installation – 6’ Structure Back (see product specification)*	\$6.88	per square yard
Soft Surface Flooring Installation – 18x18, 24x24, 36x36 Carpet Tile (see product specification)*	\$7.19	per square yard
Soft Surface Flooring Installation – 12’ Woven (see product specification)*	\$7.19	per square yard
Soft Surface Flooring Installation – 12’ Broadloom (see product specification)*	\$7.19	per square yard

\*Indicate the exact price in the Schedule of Volumes noted with an asterisk (\*) next to the price box. See Schedule of Volumes.

\*Indicate the exact price in the Basis of Award form.

# UNIT PRICE SCHEDULE - HEALTHY BUILDING SPECIALTY CRITERIA FOR CARPET

---

## **PART 1. INSTRUCTIONS**

### 1.1. *GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

### 1.2. *MINIMUMS*

- A. Soft surface flooring material has a 65 yard minimum purchase requirement.

## **PART 2. PRICING**

### 2.1. *MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

### 2.2. *INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation.

## **PART 3. STANDARD WORK WEEK**

3.1. *SHALL BE 7:00 AM – 5:00 PM*

3.2. *TUESDAY THROUGH SATURDAY*

## UNIT PRICE SCHEDULE - HEALTHY BUILDING SPECIALTY CRITERIA FOR CARPET

### PART 4. UNIT PRICE CHART FOR HEALTHY BUILDING SPECIALTY SHEET CARPET

Style Name	Backing – Material Type	TARR (Yes/No)		Pharos (Yes/No)		Price per Square Yard
		Yes	No	Yes	No	
Forward Motion	Ethos 6'	X		X		\$22.28
Abrasive Action	Ethos 6'	X		X		\$42.86
Aftermath	Ethos 6'	X		X		\$28.48
Allstar	Ethos 6'	X		X		\$28.49
Aragon	Ethos 6'	X		X		\$28.33
Color Spectrum	Ethos 6'	X		X		\$27.25
Crayon	Ethos 6'	X		X		\$32.95
Explorer	Ethos 6'	X		X		\$26.41
Garrison	Ethos 6'	X		X		\$29.80
Haphazard	Ethos 6'	X		X		\$31.75
Infinty	Ethos 6'	X		X		\$28.33
Plexus Color	Ethos 6'	X		X		\$34.96
Runaway	Ethos 6'	X		X		\$29.03
Sentry	Ethos 6'	X		X		\$30.04

\*Indicate the exact price (most competitive price point) in the Basis of Award.

### PART 5. UNIT PRICE CHART FOR HEALTHY BUILDING SPECIALTY CARPET TILE

Style Name	Backing – Material Type	Sizes Available	TARR (Yes/No)		Pharos (Yes/No)		Price per Square Yard
			Yes	No	Yes	No	
Street Life	Ethos 6'		X		X		\$22.48
Forward Motion	Ethos 6'		X		X		\$25.00
Abrasive Action	Ethos 6'		X		X		\$45.59
Aftermath	Ethos 6'		X		X		\$31.20
Allstar	Ethos 6'		X		X		\$32.41
Aragon	Ethos 6'		X		X		\$29.98
Color Spectrum	Ethos 6'		X		X		\$31.34
Crayon	Ethos 6'		X		X		\$35.67
Explorer	Ethos 6'		X		X		\$28.83
Garrison	Ethos 6'		X		X		\$34.87
Haphazard	Ethos 6'		X		X		\$34.47
Infinity	Ethos 6'		X		X		\$31.05
Plexus Colour	Ethos 6'		X		X		\$37.69
Runaway	Ethos 6'		X		X		\$32.88
Sentinel	Ethos 6'		X		X		\$33.12
Sentry	Ethos 6'		X		X		\$32.77

\*Indicate the exact price (most competitive price point) in the Basis of Award.

## UNIT PRICE SCHEDULE - HEALTHY BUILDING SPECIALTY CRITERIA FOR CARPET

---

### PART 6. UNIT PRICE CHART FOR HEALTHY BUILDING SPECIALTY CARPET INSTALLATION

Roll Goods	Installation Unit	Price Per Square Yard
*All styles listed on the material quote page	Square Yards	\$7.81

### PART 7. UNIT PRICE CHART FOR HEALTHY BUILDING SPECIALTY CARPET TILE INSTALLATION

Carpet Tile	Installation Unit	Price Per Square Yard
*All styles listed on the material quote page	Square Yards	\$7.81

\*Indicate the exact price in the Basis of Award.

# UNIT PRICE SCHEDULE - RESILIENT AND SPORTS FLOORING MATERIAL AND INSTALLATION

---

## **PART 1. INSTRUCTIONS**

### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

### *1.2. MINIMUMS*

- A. Roll goods have a 65 yard minimum purchase requirement
- B. Tile has a one carton minimum purchase order requirement.

## **PART 2. PRICING**

### *2.1. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

### *2.2. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

## **PART 3. STANDARD WORK WEEK**

*3.1. SHALL BE FROM 7:00 AM – 5:00 PM*

*3.2. TUESDAY THROUGH SATURDAY*



**UNIT PRICE SCHEDULE - RESILIENT AND SPORTS FLOORING  
MATERIAL AND INSTALLATION**

**PART 4. UNIT PRICE CHART FOR SPORTS FLOORING MATERIALS**

<b>Product</b>	<b>Material Type</b>	<b>Size</b>	<b>Price of Material Per Unit</b>	<b>Unit Measurement</b>
<b>Replay™ Commotion Multi-functional and Sport Rubber Flooring</b>				
Commotion	Sheet Flooring	¼, 4' x 75' rolls	\$39.70	per square yard
	Tile	3/8", 24"x24" tile	\$8.12	per carton
	Interlocking Tile	3/8", 24"x24" tile	\$8.80	per carton
<b>Training Recreational Sheet Flooring</b>				
*Training	Rolls	5.0 mm, 6'6" x 67'	\$66.05	per square yard
<b>Triumph Multi-Functional and Sports Rubber Tiles</b>				
*Triumph	*Square Tile	24"x24"	\$184.49	per carton
	Interlocking Tile	24"x24"	\$209.49	per carton
	UnderLock Tile™	24"x24"	\$191.70	per carton
<b>Inertia™ Multi-Functional and Sports Rubber Tiles</b>				
Inertia	Square Tile	24"x24"	\$133.25	per carton
	Interlocking Tile	24"x24"	\$146.95	per carton
	UnderLock Tile™	24"x24"	\$171.26	per carton
	SlideLock™ Tile	24"x24"	\$161.05	per carton
<b>Heat weld seam and rod</b>			\$3.13	per linear foot
<b>6" self cove with cap metal</b>			\$3.75	per linear foot

\*Indicate the exact price in the Basis of Award.

**UNIT PRICE SCHEDULE - RESILIENT AND SPORTS FLOORING  
MATERIAL AND INSTALLATION**

**PART 5. UNIT PRICE CHART SPORTS FLOORING INSTALLATION**

<b>Product</b>	<b>Material Type</b>	<b>Installation Unit</b>	<b>Price of Installation Per Unit</b>	<b>Unit Measurement</b>
<b>Replay™ Commotion Multi-functional and Sport Rubber Flooring</b>				
Commotion	Sheet Flooring	Square yard	\$28.13	per yard
	Tile	Per foot	\$3.13	per foot
	Interlocking Tile	Per foot	\$3.13	per foot
<b>Training Recreational Sheet Flooring</b>				
*Training	Rolls	Square yard	\$28.13	per yard
<b>Triumph Multi-Functional and Sports Rubber Tiles</b>				
*Triumph	*Square Tile	Per foot	\$3.13	per foot
	Interlocking Tile	Per foot	\$3.13	per foot
	UnderLock Tile™	Per foot	\$3.13	per foot
<b>Inertia™ Multi-Functional and Sports Rubber Tiles</b>				
Inertia	Square Tile	Per foot	\$3.13	per foot
	Interlocking Tile	Per foot	\$3.13	per foot
	UnderLock Tile™	Per foot	\$3.13	per foot
	SlideLock™ Tile	Per foot	\$3.13	per foot
<b>Heat weld seam and rod</b>			\$4.38	per linear foot
<b>6" self cove with cap metal</b>			\$11.25	per linear foot

\*Indicate the exact price in the Basis of Award.

**UNIT PRICE SCHEDULE - RESILIENT AND SPORTS FLOORING  
MATERIAL AND INSTALLATION**

**PART 6. UNIT PRICE CHART FOR HETEROGENEOUS AND HOMOGENEOUS FLOORING MATERIAL**

<b>Product</b>	<b>Material Type</b>	<b>Size</b>	<b>Price of Material Per Unit</b>	<b>Unit Measurement</b>
<b>Accent® Wood and Steel Heterogeneous Sheet</b>				
Accent	Sheet	0.8", 6'6" x 76'	\$34.66	per yard
<b>Contract Plus Homogeneous Sheet and Tile</b>				
Contract Plus	Sheet	0.8", 6'6" x 75'9"	\$19.33	per yard
Contract Plus	Tile	0.8", 24"x24"	\$189.80/13.56	per carton / each
<b>Granit Acoustiflor Homogeneous Sheet Vinyl With Foam Layer</b>				
Granit Acoustiflor	Sheet	0.16", 6'6" x 82'7"	\$ N/A	per yard
<b>Harmonium xf™ Homogeneous Sheet Linoleum</b>				
*Allegro	Sheet	0.1", 6'6" x 65' – 100'	\$ N/A	per yard
Etrusco	Sheet	0.1", 6'6" x 65' – 100'	\$32.90	per yard
Lenza	Sheet	0.1", 6'6" x 65' – 100'	\$39.13	per yard
Tonali	Sheet	0.1", 6'6" x 65' – 100'	\$39.13	per yard
Toscano	Sheet	0.1", 6'6" x 65' – 100'	\$ N/A	per yard
Veneto	Sheet	0.1", 6'6" x 65' – 100'	\$32.90	per yard
Veneto	Sheet	0.08", 6'6" x 65' – 100'	\$27.15	per yard
<b>Melodia™ and Aria™ Homogeneous Sheet and Tile</b>				
Melodia™	Sheet	0.08", 6'6" x 75'9"	\$32.43	per yard
	Tile	0.08", 24"x24"	\$299.55/21.39	per carton / each
Aria™	Sheet	0.08", 6'6" x 75'9"	\$27.95	per yard
	Tile	0.08", 24"x24"	\$285.18/20.38	per carton / each
<b>Marbled Safe-T Heterogeneous Sheet</b>				
Marbled Safe-T	Sheet	0.08", 6'6" x 67'	\$39.13	per yard
<b>Space™ Heterogeneous Vinyl Tile</b>				
Space™	Tile	0.32", 19.68" x 19.68"	\$317.43/29.5	per carton / each
<b>Heat weld seam and rod</b>			\$3.13	per linear foot
<b>*6" self cove with cap metal</b>			\$3.75	per linear foot

\*Indicate the exact price in the Basis of Award.

**UNIT PRICE SCHEDULE - RESILIENT AND SPORTS FLOORING  
MATERIAL AND INSTALLATION**

**PART 7. UNIT PRICE CHART FOR HETEROGENEOUS AND HOMOGENEOUS FLOORING INSTALLATION**

<b>Product</b>	<b>Material Type</b>	<b>Installation Unit</b>	<b>Price of Installation Per Unit</b>	<b>Unit Measurement</b>
<b>Accent® Wood and Steel Heterogeneous Sheet</b>				
Accent	Sheet	Square yards	\$14.06	per yard
<b>Contract Plus Homogeneous Sheet and Tile</b>				
Contract Plus	Sheet	Square yards	\$14.06	per yard
Contract Plus	Tile	Foot	\$1.88	per carton / each
<b>Granit Acoustiflor Homogeneous Sheet Vinyl With Foam Layer</b>				
Granit Acoustiflor	Sheet	Square yards	\$18.75	per yard
<b>Harmonium xf™ Homogeneous Sheet Linoleum</b>				
*Allegro	Sheet	Square yards	\$14.06	per yard
Etrusco	Sheet	Square yards	\$14.06	per yard
Lenza	Sheet	Square yards	\$14.06	per yard
Tonali	Sheet	Square yards	\$14.06	per yard
Toscana	Sheet	Square yards	\$14.06	per yard
Veneto	Sheet	Square yards	\$14.06	per yard
Veneto	Sheet	Square yards	\$14.06	per yard
<b>Melodia™ and Aria™ Homogeneous Sheet and Tile</b>				
Melodia™	Sheet	Square yards	\$14.06	per yard
	Tile	Foot	\$1.88	per carton / each
Aria™	Sheet	Square yards	\$14.06	per yard
	Tile	Foot	\$1.88	per carton / each
<b>Marbled Safe-T Heterogeneous Sheet</b>				
Marbled Safe-T	Sheet	Square yards	\$14.06	per yard
<b>Space™ Heterogeneous Vinyl Tile</b>				
Space™	Tile	Foot	\$1.88	per carton / each
<b>Heat weld seam and rod</b>			\$3.75	per linear foot
<b>*6" self cove with cap metal</b>			\$8.75	per linear foot

\*Indicate the exact price in the Basis of Award.

## UNIT PRICE SCHEDULE - RESILIENT FLOORING

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### **PART 1. INSTRUCTIONS**

#### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

#### *1.2. MINIMUMS*

- A. Tile Products: 1 carton
- B. Basketball Kit: 1 kit
- C. Roll Goods: 65 yards

### **PART 2. PRICING**

#### *2.1. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice
- B. Do not include:
  - a) Waxing
  - b) Floor finish
  - c) Wall base
  - d) Trim pieces
- C. For Basketball Court Kit only:
  - a) Include segment placement per the basketball court kit.
  - b) Each kit contains the materials for a standard college court, including feature strips and curved segments for straight boundary lines, circular markings, and 3-point goal markings.
  - c) Kits can be also used for high school or junior high school courts by simply reducing the number of the segments to equal the standard perimeter.
  - d) All additional items will be listed in the VCT section under separate costing.

#### *2.2. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation

## UNIT PRICE SCHEDULE - RESILIENT FLOORING

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- B. Installation shall not include the following:
- a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

### PART 3. STANDARD WORK WEEK

3.1. SHALL BE 7:00 AM – 5:00 PM

3.2. TUESDAY THROUGH SATURDAY

### PART 4. UNIT PRICE CHART FOR VCT, VET, SVT, AND LVT MATERIAL

Product	Size	Price of Material per Unit	Unit Measurement
<b>VCT</b>			
*Azrock®	12" x 12"	\$48.26	per box
*Textile™	12" x 12"	\$75.64	per box
<b>SVT</b>			
*Cortina Grande®	16" x 16"	\$201.64	per box
<b>VET</b>			
Color Essence™	12" x 12"	\$131.40	per box
<b>LVT / PVC</b>			
I.D. Premier™ Tile	18.5" x 18.5"	\$ N/A	per box
I.D. Premier™ Plank	37" x 6'16"	\$ N/A	per box
I.D. Premier™ Plank	37" x 3.08"	\$ N/A	per box

## UNIT PRICE SCHEDULE - RESILIENT FLOORING

### PART 5. UNIT PRICE CHART FOR VCT, VET, SVT, AND LVT INSTALLATION

Product	Size	Price of Installation per Unit	Unit Measurement
<b>VCT</b>			
*Azrock®	12" x 12"	\$1.25	per foot
*Textile™	12" x 12"	\$1.25	per foot
<b>SVT</b>			
*Cortina Grande®	16" x 16"	\$2.50	per foot
<b>VET</b>			
Color Essence™	12" x 12"	\$2.50	per foot
<b>LVT / PVC</b>			
I.D. Premier™	18.5" x 18.5"	\$2.50	per foot
	37" x 6'16"	\$2.50	per foot
	37" x 3.08"	\$2.50	per foot

\*Indicate the exact price in the Basis of Award.

### PART 6. UNIT PRICE CHART FOR VCT BASKETBALL COURT KIT

Product	Standard Basketball Court Dimensions	Kit Price Per Court
VCT Court Kit	College 50' x 94'	\$1,517.38
	High School 50' x 84'	\$1,517.38
	Junior High School 42' x74'	\$1,517.38

### PART 7. UNIT PRICE CHART FOR VCT BASKETBALL COURT INSTALLATION

Product	Standard Basketball Court Dimensions	Installation Price Per Court
VCT Court Kit	College 50' x 94'	\$18,750.00
	High School 50' x 84'	\$18,125.00
	Junior High School 42' x74'	\$15,000.00

## UNIT PRICE SCHEDULE - RESILIENT FLOORING

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### PART 8. UNIT PRICE CHART FOR SPECIALTY HOMOGENEOUS SHEET AND TILE MATERIAL

Product	Type	Size	Price per Unit Measure	Unit Measure
iQ™ Optima®	Sheet	6' 6" x 82' 7"	\$40.25	per yard
	Tile	24" x 24"	\$22.41	per tile
iQ™ Granit™	Sheet	6' 6" x 82' 7"	\$41.48	per yard
	Tile	24" x 24"	\$23.64	per tile
iQ™ Natural	Sheet	6' 6" x 82' 7"	\$41.91	per yard

### PART 9. UNIT PRICE CHART FOR SPECIALTY HOMOGENEOUS SHEET AND TILE INSTALLATION

Product	Type	Installation Unit	Price per Install Unit	Unit Measure
iQ™ Optima®	Sheet	Square yard	\$14.06	per yard
	Tile	Per foot	\$2.50	per foot
iQ™ Granit™	Sheet	Square yard	\$14.06	per yard
	Tile	Per foot	\$2.50	per foot
iQ™ Natural	Sheet	Square yard	\$14.06	per yard



## UNIT PRICE SCHEDULE – SVT / LVT TILES AND PLANKS

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### **PART 1. INSTRUCTIONS**

#### **1.1. GENERAL**

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

#### **1.2. MATERIAL MINIMUMS**

- A. Homogeneous SVT Products: 45 square feet
- B. 36x36 Homogeneous SVT Product: 90 square feet
- C. 6x36 and 7.2x48 LVT Planks: 36 square feet
- D. 4x36 and 18x18 LVT Planks: 45 square feet
- E. 36x36 LVT Planks: 90 square feet
- F. Heterogeneous LVT Tile: 45 square feet

### **PART 2. PRICING**

#### **2.1. MATERIAL**

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice
- B. Do not include:
  - a) Waxing
  - b) Floor finish
  - c) Wall base
  - d) Trim pieces

#### **2.2. INSTALLATION**

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

## UNIT PRICE SCHEDULE – SVT / LVT TILES AND PLANKS

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### PART 3. STANDARD WORK WEEK

3.1. SHALL BE 7:00 AM – 5:00 PM

3.2. TUESDAY THROUGH SATURDAY

### PART 4. MATERIAL UNIT PRICE CHART FOR HOMOGENEOUS SVT

Product	Size	Price of Material per Unit	Unit Measurement
<b>SVT</b>			
Coral Reef	12" x 12"	\$9.40	Square foot
	12" x 18"	\$9.40	Square foot
	12" x 36"	\$9.40	Square foot
	18" x 18"	\$9.40	Square foot
	18" x 36"	\$9.40	Square foot
	36" x 36"	\$9.40	Square foot
Mineral Chip	12" x 12"	\$9.40	Square foot
	12" x 18"	\$9.40	Square foot
	12" x 36"	\$9.40	Square foot
	18" x 18"	\$9.40	Square foot
	18" x 36"	\$9.40	Square foot
	36" x 36"	\$9.40	Square foot
Magics	12" x 12"	\$9.40	Square foot
	12" x 18"	\$9.40	Square foot
	12" x 36"	\$9.40	Square foot
	18" x 18"	\$9.40	Square foot
	18" x 36"	\$9.40	Square foot
	36" x 36"	\$9.40	Square foot

## UNIT PRICE SCHEDULE – SVT / LVT TILES AND PLANKS

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### PART 5. MATERIAL UNIT PRICE CHART FOR HETEROGENEOUS LVT PLANKS, CONTOUR SERIES

Product	Size	Price of Material per Unit	Unit Measurement
<b>LVT Planks, Contour Series</b>			
Wood Designs	4" x 36"	\$6.58	Square foot
	6" x 36"	\$6.58	Square foot
	36" x 36"	\$6.58	Square foot
	18" x 18"	\$ N/A	Square foot
	7.2" x 48"	\$ N/A	Square foot
Festival Designs	4" x 36"	\$6.58	Square foot
	6" x 36"	\$6.58	Square foot
	36" x 36"	\$6.58	Square foot
	18" x 18"	\$6.58	Square foot
	7.2" x 48"	\$6.58	Square foot

## UNIT PRICE SCHEDULE – SVT / LVT TILES AND PLANKS

### PART 6. MATERIAL UNIT PRICE CHART FOR HETEROGENEOUS LVT, EVENT SERIES

Product	Size	Price of Material per Unit	Unit Measurement
<b>LVT, Event Series</b>			
Granite	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot
Limestone	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot
Marble	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot
River Rock	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot
Sandstone	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot
Okara Stone	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot
Quartzite	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot
Travertine	12" x 18"	\$5.79	Square foot
	18" x 18"	\$5.79	Square foot
	4" x 36"	\$ N/A	Square foot
	6" x 36"	\$ N/A	Square foot

## UNIT PRICE SCHEDULE – SVT / LVT TILES AND PLANKS

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### PART 7. INSTALLATION UNIT PRICE CHART FOR SVT / LVT

SVT / LVT	Installation Unit	Price Per Square Foot
*All styles listed on the material quote pages	Minimum of 65 square feet per installation	\$2.50

### PART 8. UNIT PRICE SCHEDULE FOR SVT / LVT CLEANERS

Green Maintenance Cleaner Product	Price of Material per Unit	Unit Measurement / Size
Centi-Clean	\$47.36	One (1) Gallon
	\$156.50	Five (5) Gallons
Centi-Maintain	\$67.55	One (1) Gallon
Centi-Finish	\$297.36	Five (5) Gallons
Centi-Strip	\$234.45	Five (5) Gallons

# UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND INSTALLATION

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## **PART 1. INSTRUCTIONS**

### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation prices are combined as one in this section.

### *1.2. MINIMUMS*

- A. Bumper guards, wall base, molding, reducers, track systems, and threshold material: one carton or 12' length.

## **PART 2. PRICING**

### *2.1. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

### *2.2. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

## **PART 3. STANDARD WORK WEEK**

*3.1. SHALL BE 7:00 AM – 5:00 PM*

*3.2. TUESDAY THROUGH SATURDAY*

*3.3. TUESDAY THROUGH SATURDAY*

## UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND INSTALLATION

### PART 4. UNIT PRICE FOR CORNER BUMPER GUARDS, WALL BASE, MOULDING, REDUCER, AND THRESHOLD MATERIAL

Product	Item Number	Size	Price of Material per Unit	Unit Measurement
<b>Corner Bumper Guards 90° Profile</b>				
Resilient Vinyl	VBG-XX	2 3/8" x 4'	\$98.65	8 lengths per carton
		2 3/8" x 8'	\$197.43	8 lengths per carton
	VBG-XX-A	1 1/2" x 4'	\$42.65	8 lengths per carton
		1 1/2" x 8'	\$85.03	8 lengths per carton
	VBG-XX-B	3/4" x 4'	\$17.16	8 lengths per carton
		3/4" x 8'	\$32.98	8 lengths per carton
	VBG-XX-C	1 1/4" x 4'	\$ N/A	8 lengths per carton
		1 1/4" x 8'	\$100.41	8 lengths per carton
Lexan	L90°-JG434	3/4" x 4'	\$ N/A	36 lengths per carton
	L90°-JG834	3/4" x 8'	\$ N/A	10 lengths per carton
	L90°-JG4118	1 1/8" x 4'	\$ N/A	24 lengths per carton
	L90°-JG8118	1 1/8" x 8'	\$ N/A	10 lengths per carton
	L90°-JG4112	1 1/2" x 4'	\$ N/A	10 lengths per carton
	L90°-JG8112	1 1/2" x 8'	\$ N/A	10 lengths per carton
	L90°-JG4200	2" x 4'	\$ N/A	10 lengths per carton
	L90°-JG8200	2" x 8'	\$ N/A	10 lengths per carton
	L90°-JG4212	2 1/2" x 4'	\$ N/A	10 lengths per carton
	L90°-JG8212	2 1/2" x 8'	\$ N/A	10 lengths per carton

**UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND  
INSTALLATION**

	L90°-RSS48	¾"	\$ N/A	per carton
	L90°-RSS96	1 1/8"	\$ N/A	per carton
<b>Ecolibrium™ Bio-Based Traditional Wall Base</b>				
Coved	EB	4' x 120'	\$178.83	per carton
		6' x 100'	\$212.89	per carton
Straight	EBT	4' x 120'	\$178.83	per carton
		6' x 100'	\$212.89	per carton
<b>Millwork® Resilient Wall Base</b>				
Diplomat™	MW-XX-A	3/8" x 4 1/2" x 8'	\$129.99	per carton
Overlook™	MW-XX-C	1/4" x 7 1/2" x 8'	\$192.11	per carton
Outline™	MW-XX-D	5/16" x 3 1/2" x 8'	\$151.24	per carton
Attache™	MW-XX-E	1/4" x 6" x 8'	\$192.93	per carton
Reveal™	MW-XX-F	1/4" x 4 1/4" x 8'	\$167.86	per carton
	MW-XX-F6	1/4" x 6" x 8'	\$240.89	per carton
	MW-XX-F8	1/4" x 8" x 8'	\$162.95	per carton
Inflection™	MW-XX-G	3/8" x 5 1/4" x 8'	\$223.18	per carton
Mandalay™	MW-XX-H25	3/8" x 2 1/2" x 8'	\$106.90	per carton
	MW-XX-H3	3/8" x 3" x 8'	\$157.38	per carton
	MW-XX-H	3/8" x 4 1/2" x 8'	\$158.75	per carton
	MW-XX-H6	3/8" x 6" x 8'	\$179.85	per carton
Silhouette™	MW-XX-J	1/2" x 4" x 8'	\$149.60	per carton
Ambassador™	MW-XX-K	3/8" x 4" x 8'	\$138.16	per carton
Envoy™	MW-XX-L	3/4" x 5 1/2" x 8'	\$238.71	per carton



## UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND INSTALLATION

Monarch™	MW-XX-M	3/16" x 6" x 8'	\$168.40	per carton
	MW-XX-M8	3/16" x 8" x 8'	\$235.44	per carton
Oblique™	MW-XX-N	3/8" x 3" x 8'	\$157.38	per carton
Emissary™	MW-XX-P	37/64" x 4 1/2" x 8'	\$156.96	per carton
Equinox™	MW-XX-R	3/8" x 4 1/2" x 8'	\$175.09	per carton
Delineate™	MW-XX-T	0.4" x 4 1/4" x 8'	\$174.95	per carton
<b>RePLACE Base System® Resilient Wall Base</b>				
Prominent™	RB-XX-A	7/16" x 4 3/8" x 4'	\$123.44	per carton
Tempo™	RB-XX-F	0.1" x 4 3/8"	\$61.31	per carton
Gepetto™	RB-XX-G	0.1" x 4 1/2"	\$88.29	per carton
Wall Track	RBT-00		\$79.30	per carton
Inside Corner	RBIC-XX	4 5/8"	\$2.18	each
Outside Corner	RBOC-XX	4 5/8"	\$2.41	each
Right End Stop	RBRS-XX	4 5/8"	\$1.08	each
Left End Stop	RBLS	4 5/8"	\$1.08	each
<b>Sanitary Butt - To Wall Base</b>				
Rubber Base	SB-XX	4" x 100'	\$223.11	per carton
<b>Vent Cove® Wall Base</b>				
Homogeneous Rubber		4" x 5/16" x 4'	\$683.43	per carton
<b>TightLock™ Carpet and Resilient Wall Base</b>				
Carpet - Rubber	TDC	3 1/4" x 1/4" x 75'	\$89.41	per carton
		4 1/2" x 1/4" x 75'	\$116.38	per carton
		6 1/2" x 1/4" x 75'	\$152.00	per carton

**UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND  
INSTALLATION**

Carpet – Vinyl	TCB	3 ¼" x ¼" x 75'	\$86.86	per carton	
		4 ½" x ¼" x 75'	\$117.51	per carton	
		6 ½" x ¼" x 75'	\$148.18	per carton	
Resilient / TopSet - Rubber	TDCR	3 1/8" x ¼" x 75'	\$89.41	per carton	
		4 3/8" x ¼" x 75'	\$116.38	per carton	
		6 3/8" x ¼" x 75'	\$152.00	per carton	
Resilient / TopSet - Vinyl	TCBR	3 1/8" x ¼" x 75'	\$86.86	per carton	
		4 3/8" x ¼" x 75'	\$117.51	per carton	
		6 3/8" x ¼" x 75'	\$148.18	per carton	
<b>Transition Mouldings Homogeneous PVC</b>					
Glue-Down	CTA-XX- A (carpet & resilient)	1 3/8" x 1/8"	\$1.30	linear foot	
	CTA-XX-C (carpet & resilient)	1" x 3/32"	\$1.04	linear foot	
	CTA-XX-D (carpet & resilient)	1 5/8" x 7/16"	\$2.05	linear foot	
	CCA-XX (carpet & ceramic)	1" x 3/8"	\$1.96	linear foot	
	CWA-XX (carpet & wood)	1" x 3/8"	\$2.29	linear foot	
	SLT-XX-A (carpet & resilient)	5/8" x 11/64"	\$1.96	linear foot	
	SLTC-XX- A (contoured)	5/8" x 11/64"	\$2.16	linear foot	
	SLT-XX-B (resilient)	5/8" x 11/64"	\$0.65	linear foot	
	SLT-XX-C (resilient)	5/8" x 11/64"	\$0.71	linear foot	
	Snap-In, Includes Track	CE-XX-A (sponge back carpet)	1 1/16" x ¼"	\$0.86	linear foot
		CE-XX-B (sponge back carpet)	3 1/32" x ¼"	\$1.74	linear foot
		CE-XX-C (ceramic - carpet)	1 5/16" x ½"	\$0.70	linear foot

## UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND INSTALLATION

	CD-XX (carpet)	¼"	\$0.84	linear foot
	CD-XX-A	½"	\$0.84	linear foot
	CD-XX-B (resilient)	½"	\$1.74	linear foot
	CD-XX-C (carpet)	¼"	\$0.70	linear foot
	CD-XX-W (carpet)	¼"	\$1.91	linear foot
<b>Reducer Mouldings</b>				
Butt-To Reducer	CRS-XX-A	1/4" – 120'	\$1.11	linear foot
	CRS-XX-B	3/8" x 120'	\$1.21	linear foot
	CRS-XX-C	3/16" x 300'	\$0.90	linear foot
	CRS-XX-D	½" x 120'	\$4.21	linear foot
	SSR-XX-B	35' – 70'	\$1.16	linear foot
	SSR-XX-A	35' – 70'	\$1.25	linear foot
	RRS-XX-A	1/16" x 150'	\$0.46	linear foot
	RRS-XX-B	0.08" x 150'	\$0.60	linear foot
	RRS-XX-C	1/8" x 150'	\$0.65	linear foot
	RRS-XX-D	1/8" x 100'	\$0.65	linear foot
Replay™ Interlocking	RIR-40-A	3/8" x 4'	\$11.13	linear foot
	RIR-40-B	3/8" x 4'	\$11.13	linear foot
<b>Threshold for Carpet Mouldings</b>				
	VT-XX-M2	5 ½" x ½" x 7.8"	\$440.53	per carton
	VT-XX-M6	1 ¾" x ½" x 4.05"	\$411.41	per carton
<b>Chair Rail Moulding Homogeneous Resilient PVC</b>				
Fortis	CHR-XX	3" x 3/16" x 8'	\$211.19	per carton

**UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND  
INSTALLATION**

<b>Bastion</b>	CHR-XX-B	4" x 5/16" x 8'	\$375.00	per carton
<b>Rampart</b>	CHR-XX-C	4" x 3/8" x 8'	\$375.00	per carton

**PART 5. UNIT PRICE FOR CORNER BUMPER GUARDS, WALL BASE, MOULDING, REDUCER, AND THRESHOLD INSTALLATION**

<b>Product</b>	<b>Item Number</b>	<b>Size</b>	<b>Price of Installation per Unit</b>	<b>Installation Unit</b>
<b>Corner Bumper Guards 90° Profile</b>				
<b>Resilient Vinyl</b>	VBG-XX	2 3/8" x 4'	\$6.25	per linear foot
		2 3/8" x 8'	\$6.25	per linear foot
	VBG-XX-A	1 1/2" x 4'	\$6.25	per linear foot
		1 1/2" x 8'	\$6.25	per linear foot
	VBG-XX-B	3/4" x 4'	\$6.25	per linear foot
		3/4" x 8'	\$6.25	per linear foot
	VBG-XX-C	1 1/4" x 4'	\$6.25	per linear foot
		1 1/4" x 8'	\$6.25	per linear foot
<b>Lexan</b>	L90°-JG434	3/4" x 4'	\$12.50	per linear foot
	L90°-JG834	3/4" x 8'	\$12.50	per linear foot
	L90°-JG4118	1 1/8" x 4'	\$12.50	per linear foot
	L90°-JG8118	1 1/8" x 8'	\$12.50	per linear foot
	L90°-JG4112	1 1/2" x 4'	\$12.50	per linear foot
	L90°-JG8112	1 1/2" x 8'	\$12.50	per linear foot
	L90°-JG4200	2" x 4'	\$12.50	per linear foot
	L90°-JG8200	2" x 8'	\$12.50	per linear foot

## UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND INSTALLATION

	L90°-JG4212	2 ½" x 4'	\$12.50	per linear foot
	L90°-JG8212	2 ½" x 8'	\$12.50	per linear foot
	L90°-RSS48	¾"	\$12.50	per linear foot
	L90°-RSS96	1 1/8"	\$12.50	per linear foot
<b>Ecolibrium™ Bio-Based Traditional Wall Base</b>				
Coved	EB	4' x 120'	\$1.25	per linear foot
		6' x 100'	\$1.25	per linear foot
Straight	EBT	4' x 120'	\$1.25	per linear foot
		6' x 100'	\$1.25	per linear foot
<b>Millwork® Resilient Wall Base</b>				
Diplomat™	MW-XX-A	3/8" x 4 ½" x 8'	\$5.00	per foot
Overlook™	MW-XX-C	¼" x 7 ½" x 8'	\$5.00	per foot
Outline™	MW-XX-D	5/16" x 3 ½" x 8'	\$5.00	per foot
Attache™	MW-XX-E	¼" x 6" x 8'	\$5.00	per foot
Reveal™	MW-XX-F	¼" x 4 ¼" x 8'	\$5.00	per foot
	MW-XX-F6	¼" x 6" x 8'	\$5.00	per foot
	MW-XX-F8	¼" x 8" x 8'	\$5.00	per foot
Inflection™	MW-XX-G	3/8" x 5 ¼" x 8'	\$5.00	per foot
Mandalay™	MW-XX-H25	3/8" x 2 ½" x 8'	\$5.00	per foot
	MW-XX-H3	3/8" x 3" x 8'	\$5.00	per foot
	MW-XX-H	3/8" x 4 ½" x 8'	\$5.00	per foot
	MW-XX-H6	3/8" x 6" x 8'	\$5.00	per foot
Silhouette™	MW-XX-J	½" x 4" x 8'	\$5.00	per foot

## UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND INSTALLATION

Ambassador™	MW-XX-K	3/8" x 4" x 8'	\$5.00	per foot
Envoy™	MW-XX-L	3/4" x 5 1/2" x 8'	\$5.00	per foot
Monarch™	MW-XX-M	3/16" x 6" x 8'	\$5.00	per foot
	MW-XX-M8	3/16" x 8" x 8'	\$5.00	per foot
Oblique™	MW-XX-N	3/8" x 3" x 8'	\$5.00	per foot
Emissary™	MW-XX-P	37/64" x 4 1/2" x 8'	\$5.00	per foot
Equinox™	MW-XX-R	3/8" x 4 1/2" x 8'	\$5.00	per foot
Delineate™	MW-XX-T	0.4" x 4 1/4" x 8'	\$5.00	per foot
<b>RePLACE Base System® Resilient Wall Base</b>				
Prominent™	RB-XX-A	7/16" x 4 3/8" x 4'	\$6.25	per linear foot
Tempo™	RB-XX-F	0.1" x 4 3/8"	\$6.25	per linear foot
Gepetto™	RB-XX-G	0.1" x 4 1/2"	\$6.25	per linear foot
Wall Track	RBT-00		\$12.50	per linear foot
Inside Corner	RBIC-XX	4 5/8"	\$12.50	each
Outside Corner	RBOC-XX	4 5/8"	\$12.50	each
Right End Stop	RBRS-XX	4 5/8"	\$12.50	each
Left End Stop	RBLS	4 5/8"	\$12.50	each
<b>Sanitary Butt - To Wall Base</b>				
Rubber Base	SB-XX	4" x 100'	\$1.25	per linear foot
<b>Vent Cove® Wall Base</b>				
Homogeneous Rubber		4" x 5/16" x 4'	\$2.50	per linear foot
<b>TightLock™ Carpet and Resilient Wall Base</b>				
Carpet - Rubber	TDC	3 1/4" x 1/4" x 75'	\$1.25	per linear foot

**UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND  
INSTALLATION**

Carpet – Vinyl		4 ½" x ¼" x 75'	\$1.25	per linear foot
		6 ½" x ¼" x 75'	\$1.25	per linear foot
	TCB	3 ¼" x ¼" x 75'	\$1.25	per linear foot
		4 ½" x ¼" x 75'	\$1.25	per linear foot
		6 ½" x ¼" x 75'	\$1.25	per linear foot
*Resilient / TopSet - Rubber	TDCR	3 1/8" x ¼" x 75'	\$1.25	per linear foot
		*4 3/8" x ¼" x 75'	\$1.25	per linear foot
		6 3/8" x ¼" x 75'	\$1.25	per linear foot
Resilient / TopSet - Vinyl	TGBR	3 1/8" x ¼" x 75'	\$1.25	per linear foot
		4 3/8" x ¼" x 75'	\$1.25	per linear foot
		6 3/8" x ¼" x 75'	\$1.25	per linear foot
<b>Transition Mouldings Homogeneous PVC</b>				
Glue-Down	CTA-XX-A (carpet & resilient)	1 3/8" x 1/8"	\$1.88	per linear foot
	CTA-XX-C (carpet & resilient)	1" x 3/32"	\$1.88	per linear foot
	CTA-XX-D (carpet & resilient)	1 5/8" x 7/16"	\$1.88	per linear foot
	CCA-XX (carpet & ceramic)	1" x 3/8"	\$1.88	per linear foot
	CWA-XX (carpet & wood)	1" x 3/8"	\$1.88	per linear foot
	SLT-XX-A (carpet & resilient)	5/8" x 11/64"	\$1.88	per linear foot
	SLTC-XX-A (contoured)	5/8" x 11/64"	\$1.88	per linear foot
	SLT-XX-B (resilient)	5/8" x 11/64"	\$1.88	per linear foot
	SLT-XX-C (resilient)	5/8" x 11/64"	\$1.88	per linear foot
	Snap-In, Includes Track	CE-XX-A (sponge back carpet)	1 1/16" x ¼"	\$1.88

## UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND INSTALLATION

	CE-XX-B (sponge back carpet)	3 1/32" x 1/4"	\$1.88	per linear foot
	CE-XX-C (ceramic - carpet)	1 5/16" x 1/2"	\$1.88	per linear foot
	*CD-XX (carpet)	*1/4"	\$1.88	per linear foot
	CD-XX-A	1/2"	\$1.88	per linear foot
	CD-XX-B (resilient)	1/2"	\$1.88	per linear foot
	CD-XX-C (carpet)	1/4"	\$1.88	per linear foot
	CD-XX-W (carpet)	1/4"	\$1.88	per linear foot
<b>Reducer Mouldings</b>				
Butt-To Reducer	CRS-XX-A	1/4" – 120'	\$1.88	per linear foot
	CRS-XX-B	3/8" x 120'	\$1.88	per linear foot
	CRS-XX-C	3/16" x 300'	\$1.88	per linear foot
	CRS-XX-D	1/2" x 120'	\$1.88	per linear foot
	SSR-XX-B	35' – 70'	\$1.88	per linear foot
	SSR-XX-A	35' – 70'	\$1.88	per linear foot
	RRS-XX-A	1/16" x 150'	\$1.88	per linear foot
	RRS-XX-B	0.08" x 150'	\$1.88	per linear foot
	RRS-XX-C	1/8" x 150'	\$1.88	per linear foot
	RRS-XX-D	1/8" x 100'	\$1.88	per linear foot
Replay™ Interlocking	RIR-40-A	3/8" x 4'	\$1.88	per linear foot
	RIR-40-B	3/8" x 4'	\$1.88	per linear foot
<b>Threshold for Carpet Mouldings</b>				
	VT-XX-M2	5 1/2" x 1/2" x 7.8"	\$6.25	per linear foot
	VT-XX-M6	1 3/4" x 1/2" x 4.05"	\$6.25	per linear foot



**UNIT PRICE SCHEDULE – WALL BASE, REDUCER MATERIAL, AND  
INSTALLATION**

<b>Chair Rail Moulding Homogeneous Resilient PVC</b>				
Fortis	CHR-XX	3" x 3/16" x 8'	\$12.50	per linear foot
Bastion	CHR-XX-B	4" x 5/16" x 8'	\$12.50	per linear foot
Rampart	CHR-XX-C	4" x 3/8" x 8'	\$12.50	per linear foot

\*Indicate the exact price in the Basis of Award.

## **UNIT PRICE SCHEDULE - RESILIENT VINYL STAIR TREAD**

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### **PART 1. INSTRUCTIONS**

#### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

#### *1.2. MINIMUMS*

- A. Resilient stair treads: 12 linear feet

### **PART 2. PRICING**

#### *2.1. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

#### *2.2. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

### **PART 3. STANDARD WORK WEEK**

*3.1. SHALL BE 7:00 AM – 5:00 PM*

*3.2. TUESDAY THROUGH SATURDAY*

## UNIT PRICE SCHEDULE - RESILIENT VINYL STAIR TREAD

### PART 4. UNIT PRICE FOR RESILIENT STAIR TREAD MATERIAL

Product	Type	Price of Material per Unit	Unit Measurement	
<b>Vinyl Stair Treads</b>				
Heavy Duty Safe-T-Rib®	HD Square nose	\$11.05	per linear foot	
	HT Square nose	\$7.51	per linear foot	
	HT Round nose	\$7.51	per linear foot	
Service Weight	ST Square nose	\$5.08	per linear foot	
	ST Round nose	\$5.08	per linear foot	
Visually Impaired	VIHD Heavy duty square nose	\$10.56	per linear foot	
	VIHT Safe-T-Rib square nose	\$13.40	per linear foot	
	VIHT Safe-T-Rib round nose	\$13.40	per linear foot	
	VIVG Safe-T-Rib square nose	\$11.14	per linear foot	
<b>Vinyl Stringers and Risers</b>				
Stringers	10" x 50'	\$3.76	per linear foot	
Risers	6" x 4'	\$1.38	per linear foot	
	6" x 120'	\$1.38	per linear foot	
	7" x 4'	\$2.36	per linear foot	
	7" x 50'	\$2.36	per linear foot	
<b>Vinyl Stair Nosings</b>				
Flexible Visually Impaired	VIRCN-XX-B 1/8"	\$3.99	per linear foot	
	VIRCN-XX-B2 1/8"	\$11.13	per linear foot	
	VITSN-XX 2"	\$2.53	per linear foot	
	VIRCN-XX-A 1/4"	\$8.35	per linear foot	
	VIVCD-XX 1/4"	\$6.85	per linear foot	
Slim Line	SLN-XX-A 1/4"	\$4.65	per linear foot	
	SLN-XX-B 7/32"	\$3.99	per linear foot	
	SLN-XX-C 3/8"	\$5.50	per linear foot	
Solid Color Flexible	VDL-XX-RD 1/8"	\$2.49	per linear foot	
	VDL-XX-SQ 1/8"	\$2.49	per linear foot	
	RCN-XX-B 1/8"	\$3.25	per linear foot	
	DTN-XX	\$1.30	per linear foot	
	RCN-XX-A 1/4"	\$3.91	per linear foot	
	VCD-XX 1/4"	\$4.71	per linear foot	
	SVCD-XX-A 3/8"	\$5.58	per linear foot	
	SRCN-XX-C 3/8"	\$5.36	per linear foot	
	Landing Tile	24" x 24" smooth or diamond	\$9.49	per linear foot
		<b>Rubber Stair Treads</b>		
	RTR-SQ raised square	\$20.83	per linear foot	

## UNIT PRICE SCHEDULE - RESILIENT VINYL STAIR TREAD

Visually Impaired Integrated Riser	HTR hammered	\$20.83	per linear foot	
	BMTR bamboo	\$21.20	per linear foot	
	CUTR Cubis	\$21.20	per linear foot	
	CFLTR Fast Lane™	\$21.20	per linear foot	
	CNTR diamond	\$21.20	per linear foot	
	FRPTR rice paper	\$21.20	per linear foot	
	VIRTR-RD raised round	\$26.68	per linear foot	
	VIRTR-SQ raised square	\$26.68	per linear foot	
	VIHTR hammered	\$26.68	per linear foot	
	VIBMTR bamboo	\$26.68	per linear foot	
	VICUTR Cubis	\$26.68	per linear foot	
	VICFLTR Fast Lane™	\$26.68	per linear foot	
	VICNTR diamond	\$26.68	per linear foot	
	VIFRPTR rice paper	\$26.68	per linear foot	
Standard	RH-RD raised round	\$15.89	per linear foot	
	RH-SQ raised square	\$15.89	per linear foot	
	HMT 12 ¼" hammered	\$16.55	per linear foot	
	HMTD 14" hammered	\$17.68	per linear foot	
	S service weight smooth	\$14.00	per linear foot	
	CN heavy duty diamond	\$16.55	per linear foot	
	GS heavy duty smooth	\$17.01	per linear foot	
	SG sur-grip	\$16.39	per linear foot	
	FRPT rice paper	\$16.55	per linear foot	
	SA service weight safe-t-grip	\$19.68	per linear foot	
	G heavy duty safe-t-grip	\$24.54	per linear foot	
	Visually Impaired Standard	VIRH-RD raised round without riser	\$21.09	per linear foot
		VIRH-SQ raised square without riser	\$21.09	per linear foot
		VIHMT hammered without riser	\$21.09	per linear foot
VIS service weight smooth		\$19.68	per linear foot	
VICN heavy-duty diamond		\$21.09	per linear foot	
VIG heavy duty smooth		\$24.54	per linear foot	
VISG sur-grip		\$20.34	per linear foot	
VIFRPT rice paper		\$26.51	per linear foot	
Landing Tile Stringer		C Smooth 24" x 24"	\$9.06	per linear foot
		Solid color	\$4.59	per linear foot
	Marbelized	\$5.58	per linear foot	
Riser	6" x 4'	\$1.79	per linear foot	
	6" x100'	\$1.79	per linear foot	
	7" x 4'	\$4.59	per linear foot	
	7" x 5'	\$4.59	per linear foot	
	7" x 6'	\$4.59	per linear foot	

## UNIT PRICE SCHEDULE - RESILIENT VINYL STAIR TREAD

<b>Grit Tape</b>	7" x 50'	\$4.59	per linear foot
Color	-	\$2.50	per linear foot
Solid Color Rubber Insert	-	\$2.50	per linear foot

### PART 5. UNIT PRICE CHART FOR RESILIENT STAIR TREAD INSTALLATION

Product	Type	Price of Installation per Unit	Unit Measurement
<b>Vinyl Stair Treads</b>			
Heavy Duty Safe-T-Rib®	HD Square nose	\$12.50	per linear foot
	HT Square nose	\$12.50	per linear foot
	HT Round nose	\$12.50	per linear foot
Service Weight	ST Square nose	\$12.50	per linear foot
	ST Round nose	\$12.50	per linear foot
Visually Impaired	VIHD Heavy duty square nose	\$12.50	per linear foot
	VIHT Safe-T-Rib square nose	\$12.50	per linear foot
	VIHT Safe-T-Rib round nose	\$12.50	per linear foot
	VIVG Safe-T-Rib square nose	\$12.50	per linear foot
<b>Vinyl Stringers and Risers</b>			
Stringers	10" x 50'	\$12.50	per linear foot
Risers	6" x 4'	\$12.50	per linear foot
	6" x 120'	\$12.50	per linear foot
	7" x 4'	\$12.50	per linear foot
	7" x 50'	\$12.50	per linear foot
<b>Vinyl Stair Nosings</b>			
Flexible Visually Impaired	VIRCN-XX-B 1/8"	\$12.50	per linear foot
	VIRCN-XX-B2 1/8"	\$12.50	per linear foot
	VITSN-XX 2"	\$12.50	per linear foot
	VIRCN-XX-A 1/4"	\$12.50	per linear foot
	VIVCD-XX 1/4"	\$12.50	per linear foot
Slim Line	SLN-XX-A 1/4"	\$12.50	per linear foot

## UNIT PRICE SCHEDULE - RESILIENT VINYL STAIR TREAD

Solid Color Flexible	SLN-XX-B 7/32"	\$12.50	per linear foot
	SLN-XX-C 3/8"	\$12.50	per linear foot
	VDL-XX-RD 1/8"	\$12.50	per linear foot
	VDL-XX-SQ 1/8"	\$12.50	per linear foot
	RCN-XX-B 1/8"	\$12.50	per linear foot
	DTN-XX	\$12.50	per linear foot
	RCN-XX-A 1/4"	\$12.50	per linear foot
	VCD-XX 1/4"	\$12.50	per linear foot
	SVCD-XX-A 3/8"	\$12.50	per linear foot
	SRCN-XX-C 3/8"	\$12.50	per linear foot
Landing Tile	24" x 24" smooth or diamond	\$12.50	per linear foot
<b>Rubber Stair Treads With Integrated Riser</b>			
Visually Impaired Integrated Riser	RTR-RD raised round	\$12.50	per linear foot
	RTR-SQ raised square	\$12.50	per linear foot
	HTR hammered	\$12.50	per linear foot
	BMTR bamboo	\$12.50	per linear foot
	CUTR Cubis	\$12.50	per linear foot
	CFLTR Fast Lane™	\$12.50	per linear foot
	CNTR diamond	\$12.50	per linear foot
	FRPTR rice paper	\$12.50	per linear foot
Standard	VIRTR-RD raised round	\$12.50	per linear foot
	VIRTR-SQ raised square	\$12.50	per linear foot
	VIHTR hammered	\$12.50	per linear foot
	VIBMTR bamboo	\$12.50	per linear foot
	VICUTR Cubis	\$12.50	per linear foot
	VICFLTR Fast Lane™	\$12.50	per linear foot
	VICNTR diamond	\$12.50	per linear foot
	VIFRPTR rice paper	\$12.50	per linear foot
	RH-RD raised round	\$12.50	per linear foot
	RH-SQ raised square	\$12.50	per linear foot
	HMT 12 1/4" hammered	\$12.50	per linear foot
	HMTD 14" hammered	\$12.50	per linear foot
	S service weight smooth	\$12.50	per linear foot
	CN heavy duty diamond	\$12.50	per linear foot
GS heavy duty smooth	\$12.50	per linear foot	
SG sur-grip	\$12.50	per linear foot	
FRPT rice paper	\$12.50	per linear foot	
Visually Impaired Standard	SA service weight safe-t-grip	\$12.50	per linear foot
	G heavy duty safe-t-grip	\$12.50	per linear foot
	VIRH-RD raised round without riser	\$12.50	per linear foot
	VIRH-SQ raised square without riser	\$12.50	per linear foot
	VIHMT hammered without riser	\$12.50	per linear foot

## UNIT PRICE SCHEDULE - RESILIENT VINYL STAIR TREAD

Landing Tile Stringer	VIS service weight smooth	\$12.50	per linear foot
	VICN heavy-duty diamond	\$12.50	per linear foot
	VIG heavy duty smooth	\$12.50	per linear foot
	VISG sur-grip	\$12.50	per linear foot
	VIFRPT rice paper	\$12.50	per linear foot
	C Smooth 24" x 24"	\$12.50	per linear foot
	Solid color	\$12.50	per linear foot
	Marbelized	\$12.50	per linear foot
Riser	6" x 4'	\$2.50	per linear foot
	6" x100'	\$2.50	per linear foot
	7" x 4'	\$2.50	per linear foot
	7" x 5'	\$2.50	per linear foot
	7" x 6'	\$2.50	per linear foot
	7" x 50'	\$2.50	per linear foot
<b>Grit Tape</b>			
Color	-	\$2.50	per linear foot
Solid Color Rubber Insert	-	\$2.50	per linear foot

## **UNIT PRICE SCHEDULE - REMOVAL AND DISPOSAL**

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### **PART 1. INSTRUCTIONS**

#### **1.1. GENERAL**

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.
- D. All tile and hard surface material, including adhesives, shall be 100% free of any asbestos containing materials

#### **1.2. MINIMUMS**

- A. Disposal minimum: 50 yards

### **PART 2. PRICING**

#### **2.1. MATERIAL**

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging and storage
  - d) Disposal costs

#### **2.2. REMOVAL AND DISPOSAL**

- A. Include the following:
  - a) All associated costs such as trash bags
  - b) Dumpsters
  - c) Transportation
  - d) Tipping fees
  - e) Etc.
  - f) Material handling and inspection
  - g) Project management
  - h) Manufacturer's disposal guidelines
  - i) Any labor related items that are associated with removal and disposal
- B. Do not include the following:
  - a) Equipment moving
  - b) Furniture moving

#### **2.3. SUBSTRATES**

- A. Include
  - a) Lightweight concrete
  - b) Standard cast in place concrete
  - c) Wood

### **PART 3. STANDARD WORK WEEK**

**3.1. SHALL BE 7:00 AM – 5:00 PM**

**3.2. TUESDAY THROUGH SATURDAY**



## UNIT PRICE SCHEDULE - REMOVAL AND DISPOSAL

### PART 4. UNIT PRICE CHART FOR REMOVAL AND DISPOSAL

Existing Flooring Materials Product Description	Price of Removal and Disposal per Unit	Unit Measurement
Latex Backed Carpet*	\$2.82	per square yard
Hot Melt Backed Carpet	\$2.82	per square yard
Unitary Backed Carpet	\$4.06	per square yard
Rubber Backed Carpet	\$5.31	per square yard
Vinyl Backed Carpet	\$5.31	per square yard
Urethane Backed Carpet	\$2.82	per square yard
Woven Backed Carpet	\$2.82	per square yard
VCT	\$1.88	per square foot
Sheet Vinyl	\$16.88	per square yard
Linoleum Vinyl	\$16.88	per square yard
Wood Panel Sub Flooring up to 1" thickness	\$2.50	per square foot

\*Indicate the exact price in the Basis of Award.

**UNIT PRICE SCHEDULE - FURNITURE MOVING, FURNITURE STORAGE  
CONTAINERS, FLOOR PREPARATION AND CONCRETE VAPOR EMISSION  
RETARDER SEALANT**

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**PART 1. INSTRUCTIONS**

1.1. *GENERAL*

A. This must be included with your bid submittal.

1.2. *FURNITURE MOVING IN A STANDARD CLASSROOM*

- A. Maximum allowable hours for this work are four (4) hours per classroom.
- B. 32 student desks
- C. 1 teacher's desk
- D. 4 bookcases
- E. 25 boxes
- F. 3 rolling cabinets
- G. No loose items
- H. Additional hours must be approved prior to work commencement.

**PART 2. STANDARD WORK WEEK**

2.1. *SHALL BE 7:00 AM – 5:00 PM*

2.2. *TUESDAY THROUGH SATURDAY*

**PART 3. UNIT PRICE CHART FOR FURNITURE MOVING**

Description	Price or Amount	Unit Measurement
Maximum amount of man hours per classroom as noted above (PART 3.)	4	n/a
Hourly Rate*	\$ 75.00	per man hour
Hourly Rate for Sunday	\$ 150.00	per man hour

\*Indicate the exact price input into the Basis of Award form.

**PART 4. FURNITURE MOVING LIFT MODULAR FURNITURE**

4.1. *GENERAL*

- A. Six units per 1,000 square feet.
- B. The modular lift is to include carpet tile installation and demo of existing flooring standard floor prep with no loose items.
- C. Cost is per desk section with a minimum of six (6) per 1,000 square feet.

**UNIT PRICE SCHEDULE - FURNITURE MOVING, FURNITURE STORAGE CONTAINERS, FLOOR PREPARATION AND CONCRETE VAPOR EMISSION RETARDER SEALANT**

**4.2. DISTRICT RESPONSIBILITY**

- A. All items are to be boxed and stacked by the district.
- B. Wire management will be the responsibility of the district.

**PART 5. UNIT PRICE CHART FOR FURNITURE MOVING LIFT**

Price	Unit Measurement
\$ 21.88	per square yard

**PART 6. FURNITURE CARGO / CONTAINERS**

**6.1. GENERAL**

- A. Provide a standard 10'x20' enclosed cargo container for a maximum of 45 days.
- B. Price is to include delivery, locks, placement and pick-up.

**PART 7. UNIT PRICE CHART FOR CONTAINERS**

Price	Unit Measurement
\$ 31,250.00	per container

**PART 8. FLOOR PREPARATION FOR CARPET IN A STANDARD CLASSROOM**

Description	Price or Amount	Unit Measurement
960 square feet of concrete with no anomalies	2	maximum amount of man hours
Hourly Rate for Regular Time*	\$ 75.00	per manhour
Hourly Rate for Sunday	\$ 120.00	per manhour

\*Indicate the exact amount in the Basis of Award.

**PART 9. FLOOR PREPARATION FOR VCT AND SHEET VINYL IN A STANDARD CLASSROOM**

Description	Price or Amount	Unit Measurement
960 square feet of concrete with no anomalies	4	maximum amount of man hours
Hourly Rate for Regular Time	\$ 75.00	per manhour
Hourly Rate for Sunday	\$ 120.00	per man hour

**UNIT PRICE SCHEDULE - FURNITURE MOVING, FURNITURE STORAGE  
CONTAINERS, FLOOR PREPARATION AND CONCRETE VAPOR EMISSION  
RETARDER SEALANT**

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**PART 10. WOOD PANEL FLOOR RE-SHEETING, WITH A MINIMUM OF 320 SQ  
FT**

10.1. *GENERAL*

- A. Include all materials and labor necessary for a complete project.
- B. Up to 3/4" maximum thickness.

**PART 11. UNIT PRICE CHART FOR WOOD PANEL FLOOR RE-SHEETING**

Price	Unit Measurement
\$ 5.00	per square foot

**PART 12. CONCRETE VAPOR EMISSION AND MOISTURE PROOFING**

12.1. *PRICE*

- A. Shall be based on pounds of vapor emission per 1,000 square feet of concrete.
- B. Price shall represent the cost of material, the application of material, bonding, insurance, and any other necessary items that may not be listed.
- C. Price shall be for the total system to include material and labor.
- D. Assume bead blasting is required and the price shall reflect that costing.

12.2. *CONTRACTOR WILL BE RESPONSIBLE FOR THE LISTED ITEMS:*

- A. Warranties
- B. Sundries, equipment, applicators, and tools
- C. Chemicals, delivery, and disposal
- D. Compatibility issues
- E. Substrate preparation
- F. Bead blasting
- G. Protection
- H. Plastic coverings
- I. Concrete vapor emission testing
- J. Contractor will be responsible for any other installation related items that may not be listed.

12.3. *DOES NOT INCLUDE:*

- A. Floor demo or disposal
- B. New flooring or installation
- C. Equipment or furniture moving
- D. Wall base or trim pieces

**UNIT PRICE SCHEDULE - FURNITURE MOVING, FURNITURE STORAGE  
CONTAINERS, FLOOR PREPARATION AND CONCRETE VAPOR EMISSION  
RETARDER SEALANT**

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**PART 13. UNIT PRICE CHART FOR MOISTURE VAPOR EMISSION AND  
MOISTURE PROOFING**

<b>Description</b>	<b>Price or Amount</b>	<b>Unit Measurement</b>
5 – 8 pounds MVER	\$6.00	pr square foot
8 – 10 pounds MVER	\$7.00	per square foot
10 – 12 pounds MVER	\$8.00	per square foot
Moisture Suppressant Blanket System – 10 lbs. maximum	\$45.00	per square yard
Plastic Protection / Equipment, Computers, Etc.	\$12.50	per square yard - installed / disposal

**PART 14. UNIT PRICE CHART FOR CARPET MANUFACTURER APPROVED  
CARPET PROTECTION**

<b>Description</b>	<b>Price of Application and Disposal</b>	<b>Unit Measurement</b>
Paper	\$0.63	per square foot
Plastic	\$1.25	per square foot

## UNIT PRICE SCHEDULE – SPECIALTY ADHESIVES

### PART 1. INSTRUCTIONS

1.1. *GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

1.2. *MINIMUMS*

- A. Minimum installation area shall be 500 square feet.

### PART 2. PRICING

2.1. *MATERIAL*

- A. Include the following:
  - a) Freight
  - b) Shipment
  - c) Delivery
  - d) Material packaging
  - e) 24 hour delivery notice

### PART 3. STANDARD WORK WEEK

3.1. *SHALL BE 7:00 AM – 5:00 PM*

3.2. *TUESDAY THROUGH SATURDAY*

### PART 4. UNIT PRICE CHART FOR SPECIALTY ADHESIVES

Product Description	Size	Price of Material & Installation per Unit	Unit Measurement
<b>Johnsonite Bond Adhesive</b>			
#945	Gallon	\$92.53	per pail
<b>Johnsonite Spray Adhesive</b>			
#120SVT	22 oz	\$52.95	per can
#122 VCT	22 oz	\$48.67	per can
#130		\$52.06	per bottle
#140		\$59.75	per bottle
#150		\$ 47.82	per bottle

## UNIT PRICE SCHEDULE – RUBBER FLOORING

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### **PART 1. INSTRUCTIONS**

#### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

#### *1.2. MINIMUMS*

- A. Roll goods have a 65 yard minimum purchase requirement
- B. Tile has a one carton minimum purchase order requirement.

### **PART 2. PRICING**

#### *2.1. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice
  - e) Storage

#### *2.2. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

## UNIT PRICE SCHEDULE – RUBBER FLOORING

### PART 3. STANDARD WORK WEEK

3.1. SHALL BE FROM 7:00 AM – 5:00 PM

3.2. TUESDAY THROUGH SATURDAY

### PART 4. UNIT PRICE CHART FOR RUBBER FLOORING MATERIAL

Product	Type	Price per Material Unit	Unit Measurement
<b>Rubber Tile</b> Solid Color, 24"x24"	Arbor	\$300.30	per carton
	Artistic Square	\$300.30	per carton
	Bamboo	\$300.30	per carton
	Bamboo Leaf	\$300.30	per carton
	Botany	\$300.30	per carton
	Branches	\$300.30	per carton
	Chopped Bamboo	\$300.30	per carton
	Cubis	\$300.30	per carton
	Effervescent	\$300.30	per carton
	Fast Lane	\$300.30	per carton
	Flagstone	\$300.30	per carton
	Hammered	\$300.30	per carton
	Pebbles	\$300.30	per carton
	Raised Round	\$300.30	per carton
	Raised Square	\$300.30	per carton
	River Cane	\$300.30	per carton
	Rice Paper	\$300.30	per carton
	Round-A-Bout	\$300.30	per carton
	Seasons	\$300.30	per carton
	Circulinity, 24" x 24"	Smooth	\$300.30
Tic-Tac-Toe		\$300.30	per carton
Tricycle		\$300.30	per carton
Weathered		\$300.30	per carton
Folio, 24" x 24"	Fast Lane	\$300.30	per carton
	Tricycle	\$300.30	per carton
	Round-A-Bout	\$300.30	per carton
	Tic-Tac-Toe	\$300.30	per carton
	Effervescent	\$300.30	per carton
	Arbor	\$300.30	per carton
	Branches	\$300.30	per carton
	Bamboo Leaf	\$300.30	per carton
River Cane	\$300.30	per carton	
Botany	\$300.30	per carton	
Seasons	\$300.30	per carton	



## UNIT PRICE SCHEDULE - RUBBER FLOORING

Prima Marbelized, 12" x 12"	Rice Paper	\$300.30	per carton
	Hammered	\$ N/A	per carton
	Flagstone	\$ N/A	per carton
	Rice Paper	\$ N/A	per carton
Prima Olio, 12" x 12"	Smooth	\$ N/A	per carton
	Hammered	\$ N/A	per carton
	Flagstone	\$ N/A	per carton
	Rice Paper	\$ N/A	per carton
Metallurgy, 24" x 24"	Smooth	\$ N/A	per carton
	Hammered	\$409.84	per carton
Mesto, 12" x 12"	Hammered	\$250.70	per carton
Mesto Configurations	6" x 6"	\$300.30	per carton
	12" x 12"	\$250.70	per carton
	6" x 24"	\$300.30	per carton
	12" x 24"	\$300.30	per carton
*MicroTone™ Speckled, 24" x 24"	Bamboo	\$343.35	per carton
	Hammered	\$343.35	per carton
	Raised Round	\$343.35	per carton
	Raised Square	\$343.35	per carton
	Rice Paper	\$343.35	per carton
*Eco-Shell w/Cork, 24" x 24"	Hammered	\$363.52	per carton
Cork Tones, 24" x 24"	Hammered	\$343.35	per carton
	Raised Round	\$362.43	per carton
Defiant, 24" x 24"	Hammered	\$362.43	per carton
	Marbelized	\$380.43	per carton
<b>Sheet Rubber</b>			
*Integra 6' x 45'	Speckled	\$7.38	per square foot

\*Indicate the exact price in the Basis of Award.

### PART 5. UNIT PRICE CHART FOR RUBBER FLOORING INSTALLATION

Product	Type	Price per Installation Unit	Unit Measurement
<b>Rubber Tile</b>			
Solid Color, 24"x24"	Arbor	\$2.50	per square foot
	Artistic Square	\$2.50	per square foot
	Bamboo	\$2.50	per square foot
	Bamboo Leaf	\$2.50	per square foot
	Botany	\$2.50	per square foot
	Branches	\$2.50	per square foot
	Chopped Bamboo	\$2.50	per square foot
	Cubis	\$2.50	per square foot
	Effervescent	\$2.50	per square foot
	Fast Lane	\$2.50	per square foot

## UNIT PRICE SCHEDULE – RUBBER FLOORING

Circulinity, 24" x 24"	Flagstone	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	Pebbles	\$2.50	per square foot
	Raised Round	\$2.50	per square foot
	Raised Square	\$2.50	per square foot
	River Cane	\$2.50	per square foot
	Rice Paper	\$2.50	per square foot
	Round-A-Bout	\$2.50	per square foot
	Seasons	\$2.50	per square foot
	Smooth	\$2.50	per square foot
	Tic-Tac-Toe	\$2.50	per square foot
	Tricycle	\$2.50	per square foot
	Weathered	\$2.50	per square foot
	Fast Lane	\$2.50	per square foot
Folio, 24" x 24"	Tricycle	\$2.50	per square foot
	Round-A-Bout	\$2.50	per square foot
	Tic-Tac-Toe	\$2.50	per square foot
	Effervescent	\$2.50	per square foot
	Arbor	\$2.50	per square foot
	Branches	\$2.50	per square foot
	Bamboo Leaf	\$2.50	per square foot
	River Cane	\$2.50	per square foot
	Botany	\$2.50	per square foot
	Seasons	\$2.50	per square foot
Prima Marbelized, 12" x 12"	Rice Paper	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	Flagstone	\$2.50	per square foot
	Rice Paper	\$2.50	per square foot
Prima Olio, 12" x 12"	Smooth	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	Flagstone	\$2.50	per square foot
	Rice Paper	\$2.50	per square foot
Metallurgy, 24" x 24"	Smooth	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	Flagstone	\$2.50	per square foot
	Rice Paper	\$2.50	per square foot
Mesto, 12" x 12"	Smooth	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	6" x 6"	\$2.50	per square foot
	12" x 12"	\$2.50	per square foot
Mesto Configurations	6" x 24"	\$2.50	per square foot
	12" x 24"	\$2.50	per square foot
	6" x 6"	\$2.50	per square foot
	12" x 12"	\$2.50	per square foot
	6" x 24"	\$2.50	per square foot
*MicroTone™ Speckled, 24" x 24"	12" x 24"	\$2.50	per square foot
	Bamboo	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	Raised Round	\$2.50	per square foot
	Raised Square	\$2.50	per square foot
*Eco-Shell w/Cork, 24" x 24"	Rice Paper	\$2.50	per square foot
	Hammered	\$2.50	per square foot

## UNIT PRICE SCHEDULE – RUBBER FLOORING

Cork Tones, 24" x 24" Defiant, 24" x 24"	Hammered	\$2.50	per square foot
	Raised Round	\$2.50	per square foot
	Hammered	\$2.50	per square foot
	Marbelized	\$2.50	per square foot
<b>Sheet Rubber</b>			
*Integra 6' x 45'	Speckled	\$2.50	per square foot

\*Indicate the exact price in the Basis of Award.

# UNIT PRICE SCHEDULE - EPOXY FLOORING MATERIALS AND INSTALLATION

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## **PART 1. INSTRUCTIONS**

### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. This work is for installation of district provided carpet material, if applicable.
- C. Materials price must include shipment and delivery costs.
- D. Material and installation price categories may be listed separately.

### *1.2. MINIMUMS*

- A. Epoxy Flooring: minimum of 65 yards

## **PART 2. PRICING**

*2.1. NOTE - PRICING MUST BE THE SAME AS QUOTED ON THE BASIS OF AWARD.*

### *2.2. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

### *2.3. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

## UNIT PRICE SCHEDULE - EPOXY FLOORING MATERIALS AND INSTALLATION

**PART 3. STANDARD WORK WEEK**

3.1. *SHALL BE FROM 7:00 AM – 5:00 PM*

3.2. *TUESDAY THROUGH SATURDAY*

**PART 4. UNIT PRICE CHART FOR EPOXY MATERIAL AND INSTALLATION**

Product Description	Price of Installation per Unit	Unit Measurement
*Standard Epoxy Coating Material	\$7.50	per square foot
*Standard Epoxy Coating Installation	\$11.25	per square foot
Kitchen / Food Prep Epoxy Coating Material	\$7.50	per square foot
Kitchen / Food Prep Epoxy Coating Installation	\$11.25	per square foot
Quick Epoxy Coating Material	\$7.50	per square foot
Quick Epoxy Coating Installation	\$11.25	per square foot

\*Indicate the exact price in the Basis of Award.

## UNIT PRICE SCHEDULE - POLISHED CONCRETE

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### **PART 1. INSTRUCTIONS**

#### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. This work is for installation of district provided carpet material, if applicable.
- C. Materials price must include shipment and delivery costs.
- D. Material and installation price categories may be listed separately.

#### *1.2. MINIMUMS*

- A. Polished concrete has a minimum of 65 yards.

### **PART 2. PRICING**

*2.1. NOTE - PRICING MUST BE THE SAME AS QUOTED ON THE BASIS OF AWARD.*

#### *2.2. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

#### *2.3. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Removal of surface paste exposing fine aggregates near the surface of the concrete based on the level desired
  - c) Adhesives
  - d) Specialty tools
  - e) Equipment
  - f) Primers
  - g) Sealers
  - h) Sundry items
  - i) Material handling and inspection
  - j) Project management
  - k) Manufacturer's installation guidelines
  - l) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Wall base and trim pieces
  - b) Demo of existing flooring and wall base
  - c) Disposal of existing materials
  - d) Furniture moving
  - e) Moisture mitigation

## UNIT PRICE SCHEDULE - POLISHED CONCRETE

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**PART 3. STANDARD WORK WEEK**

3.1. *SHALL BE FROM 7:00 AM – 5:00 PM*

3.2. *TUESDAY THROUGH SATURDAY*

**PART 4. UNIT PRICE CHART FOR POLISHED CONCRETE MATERIAL AND INSTALLATION**

Description		Price	Unit of Measure
<b>Gloss Attainment</b>			
* (1) Level A	Low Gloss	\$8.75	square foot
* (2) Level B	Medium Gloss	\$10.63	square foot
* (3) Level C	High Gloss	\$12.50	square foot
<b>Cut Levels</b>			
* (1) Level 1	Light	\$2.50	square foot
* (2) Level 2	Slightly Deeper	\$3.75	square foot
* (3) Level 3	Deep	\$5.00	square foot

\*Indicate the exact price in the Basis of Award.

## **UNIT PRICE SCHEDULE - CARPET MATERIAL INSTALLATION**

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### **PART 1. INSTRUCTIONS**

#### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. This work is for installation of district provided carpet material, if applicable.
- C. Materials price must include shipment and delivery costs.
- D. Price does not include flooring materials.

#### *1.2. MINIMUMS*

- A. Installation: minimum of 65 yards

### **PART 2. PRICING**

*2.1. NOTE - PRICING MUST BE THE SAME AS QUOTED ON THE BASIS OF AWARD.*

#### *2.2. INSTALLATION MATERIALS*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice
- B. For floating floor include:
  - a) Double stick Tandus Tape
  - b) Material handling

#### *2.3. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving
  - f) Moisture mitigation

### **PART 3. STANDARD WORK WEEK**

*3.1. SHALL BE FROM 7:00 AM – 5:00 PM*

*3.2. TUESDAY THROUGH SATURDAY*



## UNIT PRICE SCHEDULE - CARPET MATERIAL INSTALLATION

### PART 4. UNIT PRICE CHART FOR CARPET MATERIAL INSTALLATION

Product Description	Price of Installation per Unit	Unit Measurement
*6' Structure Roll Goods with pre-applied adhesive (see specification)*	\$6.88	per square yard
*Carpet Tile – 18x18, 24x24, 36x36*	\$7.19	per square yard
*12' Woven Broadloom*	\$7.19	per square yard
*12' Broadloom*	\$7.19	per square yard

\*Indicate the exact price in the Basis of Award.

### PART 5. UNIT PRICE CHART FOR FLOATING FLOOR INSTALLATION – CARPET TILE ONLY

Description	Installation Method	Price per Unit	Unit Measure
24"x24"	Random, monolithic, and quarter turn	\$7.19	square yard
24"x24"	Horizontal ashlar	\$7.50	square yard
18"x36"	Horizontal ashlar	\$7.50	square yard
36"x36"	Random, monolithic, and quarter turn	\$7.19	square yard
36"x36"	Horizontal ashlar	\$7.50	square yard

## **UNIT PRICE SCHEDULE - UNDERLAYMENT**

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### **PART 1. INSTRUCTIONS**

#### *1.1. GENERAL*

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

#### *1.2. MINIMUMS*

- A. Underlayment material has a 65 yard minimum purchase requirement.

### **PART 2. PRICING**

#### *2.1. MATERIAL*

- A. Include the following:
  - a) Shipment
  - b) Delivery
  - c) Material packaging
  - d) 24 hour delivery notice

#### *2.2. INSTALLATION*

- A. Include the following:
  - a) Installation of materials
  - b) Adhesives
  - c) Specialty tools
  - d) Primers
  - e) Sealers
  - f) Sundry items
  - g) Material handling and inspection
  - h) Project management
  - i) Manufacturer's installation guidelines
  - j) Any labor related items that are associated with installation
- B. Installation shall not include the following:
  - a) Demo of existing flooring and wall base
  - b) Disposal of existing materials
  - c) Floor preparation
  - d) Equipment moving
  - e) Furniture moving

### **PART 3. STANDARD WORK WEEK**

*3.1. SHALL BE 7:00 AM – 5:00 PM*

*3.2. TUESDAY THROUGH SATURDAY*

## UNIT PRICE SCHEDULE - UNDERLAYMENT

---

### PART 4. UNIT PRICE CHART FOR UNDERLAYMENT MATERIAL

Product	Type	Material Price Per Unit	Unit Measurement
Tarkolay	Sheet goods	\$29.94	per yard
PowerShield	Sheet goods	\$8.10	per yard

### PART 5. UNIT PRICE CHART FOR UNDERLAYMENT INSTALLATION

Product	Type	Installation Price per Unit	Unit Measurement
Tarkolay	Sheet goods	\$6.88	per yard
PowerShield	Sheet goods	\$6.88	per yard

# UNIT PRICE SCHEDULE – REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

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## PART 1. INSTRUCTIONS

### 1.1. GENERAL

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

### 1.2. MINIMUMS

- A. Salvage minimums vary by product.
- B. Refer to salvage yard's guidelines to find minimum return requirements.

## PART 2. PRICING

### 2.1. REMOVAL AND SALVAGE

- A. Include the following:
  - a) Demo of salvaged product
  - b) Material separation at the time of demolition
  - c) Material packaging and storage
  - d) Material delivery to reclamation center
  - e) Material submittal forms
  - f) Disposal of non-recycled materials at the time of demolition
  - g) Dumpsters
  - h) Safety cones and warning tape
- B. Do not include:
  - a) No asbestos abatement to be included on this sheet

## PART 3. STANDARD WORK WEEK

3.1. SHALL BE 7:00 AM – 5:00 PM

3.2. TUESDAY THROUGH SATURDAY

## PART 4. UNIT PRICE CHART FOR REMOVAL AND SALVAGE

Product	Unit Measurement	Price <sup>(1)</sup> Demo and Packaging	Price <sup>(2)</sup> Freight Load
Wall Base	Linear foot	\$75.00 per hour rate	\$0.19 Freight load cost per Lb
Rubber Flooring	Square foot	\$75.00 per hour rate	\$0.19 Freight load cost per Lb
Linoleum	Square yard	\$75.00 per hour rate	\$0.19 Freight load cost per Lb

**UNIT PRICE SCHEDULE – REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS**

VCT	Square foot	\$75.00	per hour rate	\$0.19	Freight load cost per Lb
SVT	Square foot	\$75.00	per hour rate	\$0.19	Freight load cost per Lb
VET	Square foot	\$75.00	per hour rate	\$0.19	Freight load cost per Lb
LVT	Square foot	\$75.00	per hour rate	\$0.19	Freight load cost per Lb

**ANCILLARY ITEMS 1– BOND COSTING**

**PART 1. INSTRUCTIONS**

- 1.1. *THIS MUST BE INCLUDED WITH YOUR BID SUBMITTAL.*
- 1.2. *ALL JOBS EXCEEDING \$15,000.00 WILL REQUIRE PAYMENT AND PERFORMANCE BONDS.*

**PART 2. BOND COST**

- 2.1. *PROVIDE PAYMENT AND PERFORMANCE BONDS AS A PERCENTAGE (%) INCREASE OVER THE COST OF THE ENTIRE PROJECT.*

<b>Percentage Increase</b>	<b>3</b>	<b>%</b>
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## UNIT PRICE SCHEDULE – CARPET CLEANING SERVICE

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### PART 1. INSTRUCTIONS

#### 1.1. GENERAL

- A. This must be included with your bid submittal.
- B. Materials price must include shipment and delivery costs.
- C. Material and installation price categories may be listed separately.

#### 1.2. REQUIREMENT

- A. Invista Corporation is to approve carpet cleaning chemistry.

### PART 2. PRICING

#### 2.1. SERVICE

- A. Service includes all necessary items for a completed project.
- B. Price includes all services and chemistry listed in the specifications
- C. Work is to be non-prevailing rates.
- D. Work is to be performed during non-regular hours (shift work).

### PART 3. STANDARD WORK WEEK

3.1. SHALL BE 3:00 PM - MIDNIGHT

3.2. TUESDAY THROUGH SATURDAY

3.3. WORK IS TO BE PERFORMED DURING NON-REGULAR HOURS (SHIFT WORK)

### PART 4. UNIT PRICE CHART FOR CLEANING SERVICE

Service Description	Price of Cleaning Service per Unit	Unit Measurement
Five (5) step cleaning process	\$0.63	per square foot
Above grade areas (additional)	\$0.63	per square foot
Furniture moving	\$75.00	per manhour
Ozone air cleansing	\$32.75	per hour

## PRICE SHEET – 6’ STRUCTURED

### PART 1. GENERAL

#### 1.1. INSTRUCTIONS

- A. This must be submitted with your bid.
- B. Add lines as needed.
- C. The price difference between tier 1 and tier 5 shall not exceed a 6% differential.

#### 1.2. VENDOR INFORMATION

- A. Vendor Name:
- B. Carpet Manufacturer:

### PART 2. PRICE LIST

Indicate Product Categories Submitted	6’ Structured					
	Discount Off List Price / Delivered					
	Number of Available Colors	Tier #1 65 – 100 yards Price Per Yard	Tier #2 101 – 500 yards Price Per Yard	Tier #3 501 – 1000 yards Price Per Yard	Tier #4 1001 – 2000 yards Price Per Yard	Tier #5 2001+ yards Price Per Yard
Product Style Name						
Price Sheet -6’ Structured						
Forward Motion		8	\$20.91			
Abrasive Action		4	\$41.50			
Abstraction		8	\$32.84			
Accentuate		8	\$32.52			
Aftermath		8	\$27.11			
Alcove		8	\$34.53			
Allstar		8	\$24.51			
Applause III		8	\$27.86			
Aragon		8	\$26.96			
Arbouretum		8	\$38.93			
Arete		8	\$25.14			
Atmosphere		8	\$37.18			
Ato II		8	\$35.94			
Box Study		8	\$34.58			
Color Spectrum		8	\$25.89			
Crayon		8	\$31.58			
Explorer		8	\$24.74			
Garrison		8	\$30.78			
Haphazard		8	\$30.38			
Infinty		8	\$26.96			
Runaway		8	\$30.15			
Sentinal		8	\$27.67			
Sentry		8	\$28.68			
Streetlife		8	\$19.76			
City Walk		8	\$19.76			
Forward Motion		8	\$26.36			
Color Spectrum		8	\$29.98			

\*Indicate Tier #5 pricing in the “Basis of Award” sheet.  
(Use the most competitive product / pricing for this category.)

## PRICING SHEET - CARPET TILE 18X18, 24X24, 36X36

### PART 1. GENERAL

#### 1.1. INSTRUCTIONS

- A. This must be submitted with your bid.
- B. Vendor Name:
- C. Carpet Manufacturer:

#### 1.2. FORM

- A. Classification: Carpet Tile 18x18, 24x24, 36x36
- B. Add lines as needed.
- C. The price difference between Tier 1 and Tier 5 shall not exceed a 6% differential.

### PART 2. PRICE LIST

Indicate Product Categories Submitted	Carpet Tile 18x18, 24x24,	Discount Off List Price / Delivered				
		Number of Available	Tier #1	Tier #2	Tier #3	Tier #4
Product Style Name	Colors	65 – 100 yards	101 – 500 yards	501 – 1000 yards	1001 – 2000 yards	2001+ yards
		Price Per Yard	Price Per Yard	Price Per Yard	Price Per Yard	Price Per Yard
Streetlife	8			*		\$19.76
Abrasive Action	8					\$38.75
Abstraction	8					\$36.02
Accentuate	8					\$33.9
Aftermath	8					\$29.57
Alcove	8					\$36.2
Allstar	8					\$27.62
Applause III	8					\$27.33
Aragon	8					\$31.05
Arbouretum	8					\$42.7
Arete	8					\$25.14
Artisan	8					\$52.09
Atmosphere	8					\$40.48
Ato II	8					\$38.21
Box Study	8					\$38.29
Explorer	8					\$28.83
Runaway	8					\$34.24
Infinity	8					\$32.41
Sentinal	8					\$31.76
Sentry	8					\$32.77

\*Indicate Tier #3 pricing in the "Basis of Award" sheet.  
 (Use the most competitive product / pricing for this category.)



## PRICING SHEET - 12' WOVEN BROADLOOM

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### PART 1. GENERAL

#### 1.1. INSTRUCTIONS

- A. This must be submitted with your bid.
- B. Vendor Name:
- C. Carpet Manufacturer:

#### 1.2. FORM

- A. Classification: Woven 12' Broadloom
- B. Add lines as needed.
- C. The price difference between Tier 1 and Tier 5 shall not exceed a 6% differential.

### PART 2. PRICE CHART

\*Indicate Tier #2 pricing in the "Basis of Award" sheet.  
 (Use the most competitive product / pricing for this category.)

Indicate Product Categories Submitted	12' Woven Broadloom	Discount Off List Price / Delivered (FOB Destination)				
		Number of Available Colors	Tier #1	Tier #2	Tier #3	Tier #4
Product Style Name						
Valedictorian		4	\$32.02			
Bella		6	\$40.34			
Cable		6	\$40.71			
Elevation Grid		6	\$50.29			
Pebblemesh		6	\$47.32			

## PRICING SHEET - 12' BROADLOOM

### PART 1. GENERAL

#### 1.1. INSTRUCTIONS

- A. This must be submitted with your bid.
- B. Vendor Name:
- C. Carpet Manufacturer:

#### 1.2. FORM

- A. Classification: 12' Broadloom
- B. Add lines as needed.
- C. The price difference between Tier 1 and Tier 5 shall not exceed a 6% differential.

### PART 2. PRICE CHART

Indicate Product Categories Submitted	12' Broadloom	Discount Off List Price / Delivered (FOB Destination)					
		Number of Available	Tier #1	Tier #2	Tier #3	Tier #4	Tier #5
		Colors	Price Per Yard	Price Per Yard	Price Per Yard	Price Per Yard	Price Per Yard
Product Style Name							
Starting Point	8	*	\$20.33				
Alloy	8		\$26.65				
Alpaca	8		\$38.46				
Attune	8		\$29.88				
Calculus	8		\$28.01				
Blocking II	8		\$24.14				
Breakout	8		\$34.39				
Bouquet	8		\$31.95				
Broccato	8		\$31.60				
Bukhara	8		\$39.93				
Census	8		\$23.42				
Coastal	8		\$29.69				
Colorbook	8		\$22.82				
Converge	8		\$24.81				
Crepe	8		\$29.44				
Curio	6		\$38.63				
Data Stream	6		\$32.35				
Debate	6		\$22.07				
Dossier	6		\$23.84				
Echo	6		\$33.94				
Elective	6		\$22.02				

\*Indicate Tier #1 pricing in the "Basis of Award" sheet.  
 (Use the most competitive product / pricing for this category.)

END OF SECTION

## **RECLAMATION AND RECYCLING**

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### **HIGH PERFORMANCE FLOORING, CARPET TILE, AND VCTT RECYCLING SPECIFICATIONS AND QUOTE SHEET**

#### **PART 1. CATEGORY ONE (1)**

- 1.1. *VINYL VCTT (PVC) MATERIAL REQUIREMENTS*
- 1.2. *VINYL VCTT (PVB) MATERIAL REQUIREMENTS*
- 1.3. *VINYL VCTT (PVC) MATERIAL SHIPPING REQUIREMENTS*

#### **PART 2. CATEGORY TWO (2)**

- 2.1. *VINYL CARPET TILE (PVC) MATERIAL REQUIREMENTS*
- 2.2. *VINYL CARPET TILE (PVB) MATERIAL REQUIREMENTS*
- 2.3. *VINYL CARPET TILE (PVC) MATERIAL SHIPPING REQUIREMENTS*
- 2.4. *VINYL CARPET TILE (PVB) MATERIAL SHIPPING REQUIREMENTS*

#### **PART 3. CATEGORY THREE (3)**

- 3.1. *BROADLOOM CARPET MATERIAL REQUIREMENTS*
- 3.2. *BROADLOOM CARPET SHIPPING MATERIAL REQUIREMENTS*

#### **PART 4. CATEGORY FOUR (4)**

- 4.1. *NON-PVC AND PVB CARPET TILE MATERIAL REQUIREMENTS*
- 4.2. *NON-PVC AND PVB CARPET TILE SHIPPING MATERIAL REQUIREMENTS*

# RECLAMATION AND RECYCLING

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## **PART 1. RECYCLING PROGRAM**

### *1.1. GENERAL*

- A. All approved vinyl-backed carpet will be 100% recycled into new ER3® floor coverings in the closed-loop recycling process.
- B. No portion of the returned carpet will be sent to a landfill, incinerated (waste-to-energy), or disposed of in any other way.
- C. Recycler reserve the right to refuse any shipment not conforming to the guidelines stated herein.

### *1.2. REQUIREMENTS FOR APPROVAL*

- A. All carpet materials returned for recycling must be one of the following:
- B. Any Tandus product
- C. Other vinyl-backed floor covering approved by recycler.
- D. A Material Return Request Form must be completed and shall include the following:
  - a) Name of Account Manager.
  - b) Company name, address, phone number, and contact name of person wishing to return material.
  - c) Manufacturer, style name, and backing type of carpet to be returned.
  - d) Yardage, shipping location and schedule for material to be returned.
  - e) Freight payment information.
- E. If product to be returned was not manufactured by Tandus, then a sample must be submitted to with the request form to verify compatibility. Prior approval must be obtained to return such products.
- F. No materials installed over Asbestos Containing Building Materials (ACBM) will be accepted for recycling.

## **PART 2. PACKAGING OF RETURNS**

### *2.1. GENERAL*

- A. All carpet returned for recycling must be palletized for shipment.
- B. Material must be secured to pallet or bundled into bales using stretch wrap or banding.
- C. All material must be kept clean and dry. No metals, paper, wood, plastics, or other materials shall be mixed with material being returned for recycling. \*

### *2.2. TILE PRODUCTS*

- A. Four stacks of tiles a maximum fifty-six inches high can be stacked on a suitable sized square pallet.
- B. Tiles must be secured to pallet using stretch wrap or plastic banding.

### *2.3. ROLL GOODS PRODUCTS*

- A. May be bundled or rolled and secured to a pallet using stretch wrap or plastic banding.
- B. Maximum pallet size is four feet by four feet by approximately fifty-six inches high (4' x 4' x 56").

## RECLAMATION AND RECYCLING

---

### **PART 3. SHIPPING PROCEDURES**

#### 3.1. *REQUIREMENTS*

- A. A Material Return Request Number (MRR#) will be assigned when samples are approved.
- B. All shipments must include a Material Return Request Number.
- C. Shipping costs for return of goods must be prepaid by the end-user/customer unless pre-approved by recycler.
- D. Provide Material Return Request Form along with approval signature.
- E. Notify recycler 24 hours before delivery.

#### 3.2. *MISCELLANEOUS*

- A. The return address is to be determined.

# RECLAMATION AND RECYCLING

---

## **PART 1. RECYCLING PROGRAM**

### *1.1. GENERAL*

- A. Approved carpet will be down cycled into various products.
- B. A small portion of the returned carpet may be sent to a landfill, incinerated (waste-to-energy), or disposed.
- C. Recycler reserves the right to refuse any shipment not conforming to the guidelines stated herein.
- D. Charge is \$0.50 cents per yard plus freight.

### *1.2. REQUIREMENTS FOR APPROVAL*

- A. All carpet materials returned for recycling must be:
- B. Latex backing construction only.
- C. Urethane backing systems are not acceptable.
- D. Customer billing information and purchase order must be included.
- E. A Material Return Request Form must be completed and shall include the following:
  - F. Name of Account Manager.
  - G. Company name, address, phone number, and contact name of person wishing to return material.
  - H. Sample must be submitted.
  - I. Yardage, shipping location and schedule for material to be returned.
  - J. No materials installed over Asbestos Containing Building Materials (ACBM) will be accepted for recycling.

## **PART 2. PACKAGING OF RETURNS**

### *2.1. REQUIREMENTS*

- A. All carpet returned for recycling must be packaged in a manner that allows for handling with lift truck.
- B. Material must be secured to pallet or bundled into bales using stretch wrap or plastic banding.
- C. Do not use metal straps or metal fasteners.
- D. All material must be kept clean and dry.
- E. No carpet padding, metals, paper, wood, plastics, or other materials shall be mixed with material being returned for recycling.

## **PART 3. SHIPPING PROCEDURES**

### *3.1. MRR NUMBER*

- A. A Material Return Request Number (MRR#) will be assigned when samples are approved.
- B. All shipments must include a Material Return Request Number

## RECLAMATION AND RECYCLING

---

### 3.2. *SHIPPING COSTS*

- A. Cost for return of goods must be prepaid by the end-user/customer

### 3.3 *NOTIFICATION*

- A. Notify recycler 24 hours before delivery.
- B. The return address will be sent with authorization number



## VINYL BACKED MATERIAL RETURN REQUEST FORM

### PART 1. FORM

MATERIAL RETURN REQUEST NUMBER:

MATERIAL RETURN REQUEST NUMBER:		COLLECTING DEALER:		
DATE:		ACCOUNT MANAGER		
REFERENCE #:				
CTRL NUMBER:				
BILL TO:			END USER:	
(Company, Address, Phone, Contact Name)			(Company, Address, Phone, Contact Name, and Location)	
Location of carpet to be reclaimed				
(If different from End User)				

#### MANUFACTURER & TYPE OF CARPET TO BE RETURNED

Note: A sample must be submitted to verify compatibility. Only vinyl-backed products will be considered.

#### COMPOSITION OF SUBFLOOR:

SAMPLE SUBMITTED:  YES  NO

APPROVED BY: \_\_\_\_\_

I CERTIFY THAT SUBFLOOR IS NOT ASBESTOS CONTAINING BUILDING MATERIAL (ACBM) AND DOES NOT INCORPORATE ANY OTHER HAZARDOUS MATERIAL.

NAME: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE:	
YARDAGE TO BE RETURNED:	
<b>SCHEDULE OF RETURN</b> (Beginning and ending dates of shipment and yardage per shipment.) BEGIN DATE: _____ END DATE: _____	

# VINYL BACKED MATERIAL RETURN REQUEST FORM

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## **PART 2. SPECIAL NOTES**

### *2.1. MATERIAL RETURN REQUEST*

- A. No shipments will be accepted without approval and Material Return Request Number (MMR#).

### *2.2. SHIPMENT*

- A. Enclose sample when necessary.
- B. Each shipment must have a different Material Return Request Number.
- C. Notify Recycler 24 hours before delivery.
- D. All freight charges are to be prepaid; no collect shipments will be accepted unless pre-approved by Recycler.

## **PART 3. APPROVAL**

*3.1. MATERIAL RETURN REQUEST NUMBER (MRR#) AND THE ADDRESS FOR THE RETURN WILL BE PROVIDED UPON APPROVAL.*

*3.2. EXCEPTION:*

*3.3. APPROVED SIGNATURE:*

# BROADLOOM MATERIAL RETURN REQUEST FORM

## PART 1. FORM

### MATERIAL RETURN

REQUEST #: \_\_\_\_\_ DATE: \_\_\_\_\_  
COLLECTING ACCOUNT  
DEALER: \_\_\_\_\_ MANAGER: \_\_\_\_\_  
REFERENCE #: \_\_\_\_\_ CTRL NUMBER: \_\_\_\_\_  
BILL TO: (Company, Address, Phone, and  
Contact Name) \_\_\_\_\_

### PURCHASE ORDER

#: \_\_\_\_\_

Exceptions: \_\_\_\_\_ Signature: \_\_\_\_\_

END USER (Company, Address, Phone, Contact Name, and Location)	Location of carpet to be reclaimed (if different from End User)
_____	_____
_____	_____
_____	_____

I CERTIFY THAT SUBFLOOR IS NOT ASBESTOS CONTAINING BUILDING MATERIAL (ACBM) AND DOES NOT INCORPORATE ANY OTHER HAZARDOUS MATERIAL.

NAME: \_\_\_\_\_ JOB TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

YARDAGE TO BE RETURNED: \_\_\_\_\_

SCHEDULE OF RETURN: (Beginning and ending dates of shipment and yardage per shipment.) \_\_\_\_\_

SAMPLE SUBMITTED  YES  NO APPROVED BY: \_\_\_\_\_

# BROADLOOM MATERIAL RETURN REQUEST FORM

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## **PART 2. SPECIAL NOTES**

### *2.1. MATERIAL RETURN REQUEST*

- A. No shipments will be accepted without approval and Material Return Request Number (MMR#) Enclose sample when necessary.

### *2.2. SHIPMENT*

- A. All freight charges are to be prepaid, unless other arrangements have been made with Environmental Center.
- B. Each shipment must have a different Material Return Request Number.
- C. Notify Recycler 24 hours before delivery.

**RECLAMATION AND RECYCLING QUOTE SHEET**  
**MATERIAL AND SHIPPING REQUIREMENTS**

**PART 1. PRICING**

1.1. *MINIMUMS*

A. Pricing is based on a 500 yard minimum.

1.2. *INCLUDE*

- A. Packaging
- B. Staging
- C. Loading
- D. Shipping
- E. Delivery
- F. Any other related items that may not be mentioned.

1.3. *TRANSPORTATION*

A. Freight, delivery and associated transportation costs are the sole responsibility of the contractor.

1.4. *GENERAL*

A. Recycling flooring materials will be at the discretion of the district.

**PART 2. UNIT PRICE CHART**

CATEGORY	UNIT (YARD)	FREIGHT	TOTAL
1 – VCTT	1	\$2.50	\$2.50
2 – Vinyl Carpet Tile	1	\$2.50	\$2.50
3 – Broadloom Carpet	1	\$2.50	\$2.50
4 – Non PVC and PVB Carpet Tile	1	\$2.50	\$2.50

**PART 3. CREDIT / RECYCLING QUOTE**

3.1. *GENERAL*

- A. Certain backings and yarn systems have real monetary value to the recycler.
- B. List value of credit based on weight or square yard.
- C. Credits are to be used towards the purchase of new soft surface flooring systems.

CATEGORY	DESCRIPTION	PER YARD - OR - PER POUND	RECYCLED MATERIAL CREDIT
1 & 2 – Vinyl VCTT, Vinyl Carpet Tile and Vinyl Broadloom PVB OR PVC	Typically 8 pounds per yard.		\$0.25
3 & 4 – Broadloom Carpet, Non PVB and Non PVC	Weight varies from 5-8 lbs.		\$0.25

END OF SECTION

**MANDATORY PERFORMANCE AND SERVICE SPECIFICATIONS  
FOR SOFT SURFACE FLOORING**

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<b>Criterion / Category</b>	<b>Item</b>	<b>Requirement / Flame Resistance</b>
<b>Minimum Product Requirement</b>	1	Carpet products submitted comply with the following: Radiant floor panel class ASTM E-648 and surface flammability CPSC FI1-70.
		<b>Requirement / Static Control</b>
	2	Carpet products submitted include conductive fiber not to exceed 3.5 KV.
		<b>Sustainable Design / Reclamation / VOC Emitters</b>
<b>Sustainability Requirements</b>	1	Carpet products submitted will comply with AB2398 carpet reclamation / sustainable design legislation. This will include subcategories / requirements provided by the oversight committee group (M.O.U. / C.A.R.E.).
	2	Carpet products submitted comply with CRI (Carpet and Rug Institute) Green Label Plus Program.
		<b>Environmental Claims</b>
	3	Carpet products environmental and sustainable claims will only be recognized when accompanied by third party certification or approval by the State appointed oversight committee (M.O.U. / C.A.R.E.).
		<b>Product Benefit / Marketing Claims</b>
<b>Marketing Claims</b>	1	Stated product benefits or marketing claims will only be recognized when supported by third party certification.

<b>Criterion / Category</b>	<b>Item</b>	<b>Product Availability</b>
<b>Products</b>	1	Products submitted are considered “running” line and will be available within an eight week period from the date of order.
		<b>Warranty</b>
<b>Warranty</b>	1	Products submitted will comply with a non-prorated product construction warranty. Warranty description listed in product specifications and product general notes.
	2	Product warranty forms will be signed and notarized by an officer of the company.
		<b>Installation</b>
<b>Installation</b>	1	Installation service - primary and secondary sub contractor’s labor resources to be certified by the supplying manufacturer for the proper labor techniques and installation understandings.
	2	Any failures linked to improper installation will be the responsibility of the certifying party.
		<b>Installation Adhesives, Primer, Glues, Etc.</b>
<b>Adhesives</b>	1	Adhesives recommended by the supplying manufacturer will comply with the standards set forth by the South Coast Air Quality Management District (AQMD), Cal OSHA, and CHPS 01350.

## HEALTHY BUILDING SPECIALTY CRITERIA – CARPET

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### PART 1. PERFORMANCE CRITERIA

#### 1.1. TARR – TEXTURE APPEARANCE RETENSION RATING

- A. Minimum rating of Severe (s)  $\geq 3.5$
- B. Rating Key
  - a) Moderate (M)  $\geq 2.5$
  - b) Heavy (H)  $\geq 3.0$
  - c) Severe (S)  $\geq 3.5$
  - d) Special (SS)  $\geq 3.5$

#### 1.2. PHAROS BUILDING MATERIAL EVALUATION

- A. Impact Category Score - 5
  - a) Available Toxic Content
  - b) Manufacturing Toxics
  - c) Renewable Materials
- B. Impact Category Score - 1
  - a) Renewable Energy
- C. Material Content
  - a) 55.9% Post-consumer recycled
- D. Product Certifications
  - a) CRI Green Label Plus

#### 1.3. PHAROS PRODUCT EVALUATION PROS

- A. Complete manufacturer participation
- B. High value renewable material content
- C. Medium amount of renewable material content
- D. Contains no:
  - a) LBC Red List chemicals
  - b) EPA Chemicals of Concern
  - c) LEED Pilot Credit 11 Chemicals
  - d) Bisphenol A (BPA)
  - e) Formaldehyde
  - f) Phthalates
  - g) Halogenated Flame Retardants (HFR)
  - h) Perfluorocarbons (PFC)
  - i) Antimicrobials
  - j) Nanomaterials



## SOFT SURFACE FLOOR PRODUCTS

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### **PART 1. CONSTRUCTION**

- 1.1. *CONSTRUCTION*
  - A. 6' Structured
- 1.2. *TUFTED PILE WEIGHT*
  - A. 10 ounces minimum
- 1.3. *FIBER SYSTEM*
  - A. Type 6,6 / 6
- 1.4. *ATTACHED CUSHION*
- 1.5. *BACKING CONSTRUCTION*
  - A. Thermoplastic
- 1.6. *SHEET WIDTH*
  - A. 6 feet / 1.8 M
- 1.7. *ADHESIVE SYSTEM*
  - A. Tackifier applied to 100% of the backing during manufacturing
- 1.8. *MINIMUM ORDER*
  - A. 65 yards

### **PART 2. PRODUCT TESTING INFORMATION**

- 2.1. *COMPRESSION SET*
  - A. ASTM D-1667; maximum -10% with compression deflection ASTM D-1667; minimum 7 lbs. / square inch at 25%
- 2.2. *R VALUE*
  - A. ASTM C-177
  - B. 0.68 or higher
- 2.3. *STATIC COEFFICIENT OF FRICTION*
  - A. STM C-1028
  - B. passes ADA requirements
- 2.4. *STATIC PROPENSITY*
  - A. AATCC 134: 3.5 KV or less.
- 2.5. *FLOORING RADIANT PANEL*
  - A. ASTM E-648 or
  - B. NFPA 253: Class 1.

## SOFT SURFACE FLOOR PRODUCTS

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### 2.6. *ACOUSTIC REQUIREMENTS*

- A. Noise Reduction Coefficient (NRC): 0.13-0.22.

## **PART 3. WARRANTIES**

### 3.1. *GENERAL*

- A. Product Type: 6' structured
- B. Warranty Timeline: 25 years from date of installation
- C. Warranty Type: Non-prorated

### 3.2. *LABOR*

- A. Installation of replacement materials
- B. Removal and disposal of failed goods
- C. All associated labor and sundries necessary for a completed project (floor covering only)

### 3.3. *MATERIAL*

- A. Excessive surface wear (+15%)
- B. Edge ravel (yarn)
- C. Zippering (yarn)
- D. Resiliency – loss of backing (+10%)
- E. Delamination of the secondary backing from the primary backing (if applicable)
- F. See Carpet and Rug Institute (CRI) for a description of the defects listed above.

### 3.4. *ANTIMICROBIALS*

- A. Provide test results showing NI Rating per ASTM E-2471-05 indicating no efficacy.

### 3.5. *INSTALLATION AND MAINTENANCE*

- A. No bow and skew tolerances

# CARPET TILE

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## **PART 1. CONSTRUCTION**

- 1.1. *SYNTHETIC WOVEN / NON-WOVEN*
- 1.2. *TUFTED PILE WEIGHT*
  - A. 10 ounces minimum
- 1.3. *FIBER SYSTEM*
  - A. Type 6,6 / 6
- 1.4. *BACKING CONSTRUCTION*
  - A. Composite manufacturer specified
- 1.5. *SIZES*
  - A. 18" x 18"
  - B. 24" x 24"
  - C. 36" x 36"
  - D. 18" x 36"
- 1.6. *MINIMUM ORDER*
  - A. 65 yards

## **PART 2. PRODUCT TESTING INFORMATION**

- 2.1. *FLOORING RADIANT PANEL*
  - A. ASTM E-648 / NFPA 253: Class 1 (CRF: 0.45 watts/sq cm or greater)
- 2.2. *FEDERAL FLAMMABILITY*
  - A. CPSC FF 1-70: Passes
- 2.3. *SMOKE DENSITY*
  - A. ASTM E-662 / NFPA 258: 450 Flaming Mode
- 2.4. *ELECTROSTATIC PROPENSITY*
  - A. AATCC 134 (Step & Scuff): 3.0 kV or less
- 2.5. *STATIC COEFFICIENT OF FRICTION*
  - A. ASTM C-1028: Passes ADA Requirements for Accessible Routes
  - B. Minimum 0.60
- 2.6. *DELAMINATION OF SECONDARY BACKING OF PILE FLOOR COVERINGS*
  - A. ASTM D-3936: No Delamination
- 2.7. *LIGHTFASTNESS*
  - A. AATCC 16E: 4 @ 100 hours

## CARPET TILE

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2.8. *VETTERMAN DRUM*

- A. ASTM D-5417: Minimum 3 @ 22,000 cycles

2.9. *DIMENSIONAL STABILITY*

- A. Aachen / ISO 2551: Maximum Change +/- 0.149%

### **PART 3. WARRANTIES**

3.1. *GENERAL*

- A. Product Type: Carpet Tile
- B. Warranty Timeline: 15 years from the date of installation
- C. Warranty Type: Non-prorated

3.2. *LABOR*

- A. Installation of replacement materials
- B. Removal and disposal of failed goods
- C. All associated labor and sundries necessary for a completed project (floor covering only)

3.3. *MATERIAL*

- A. Cupping
- B. Doming
- C. Excessive Surface Wear: More than 15% loss of pile fiber weight.
- D. Excessive Static Electricity: More than 3.0 kV per AATCC 134.
- E. Resiliency Loss of the Backing: More than 10% loss of backing resiliency.
- F. Delamination
- G. Edge Ravel
- H. Zippering
- I. Delamination of the secondary backing from the primary backing (if applicable)
- J. See Carpet and Rug Institute (CRI) for a description of the defects listed above.

### **PART 4. INSTALLATION**

4.1. *COMPLETED CARPET IS TO BE:*

- A. Smooth
- B. Free of bubbles, puckers, and other defects.

# FLOATING INSTALLATION SYSTEM FOR MODULAR CARPET

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## **PART 1. GENERAL**

### *1.1. DESCRIPTION*

- A. TandusTape and TandusTape+ is for use on Tandus Flooring's®
- B. Supplied in self wound perforated rolls with an outer diameter of 5 inches on a 3 inch inner diameter.
- C. Each tape unit measures 3 inch by 4 inch +/- 0.125 inch with notched perforations between each unit.
- D. There are 324 units per roll with a coverage area of 144 square yds/roll installed with 24 inch tile.
- E. Packaged from 1 to 16 rolls per box with a minimum order quantity of 1 roll.

### *1.2. ETHOS MODULAR CARPET.*

- A. TandusTape can be installed at MVER  $\leq$  8.0 pounds, PH  $<$  11.0 and In-Situ/RH  $\leq$  85%
- B. TandusTape+ can be installed at MVER  $\leq$  12.0 pounds, PH  $<$  11.0 and In-Situ/RH  $\leq$  95%

### *1.3. PROPERTIES*

- A. Odor free
- B. Low VOC
- C. Faster Installation

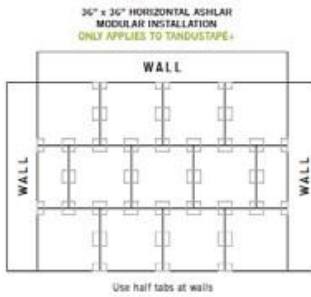
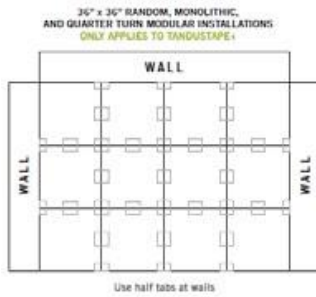
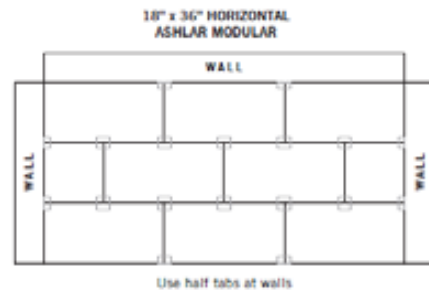
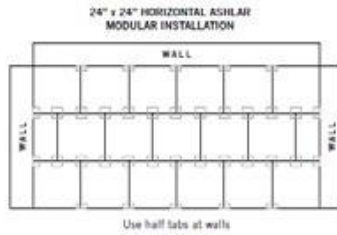
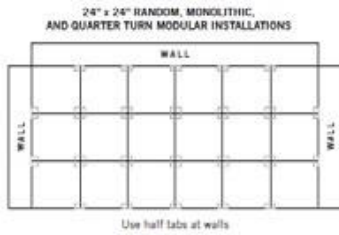
## **PART 2. EXECUTION**

### *2.1. INSTALLATION*

- A. The tape unit is centered at the corner of the tile as to engage the inner section of the two adjacent and one opposing tile corners.
- B. One piece is applied to one corner of each successive modular tile.
- C. Installation is very simple and free of any excessive waste.
- D. Self wound rolls have no release liner to dispose of, nor the typical waste associated with the use of bucket adhesives.
- E. The resulting installation is a floating floor that stabilizes itself through interactive forces generated through the attachment of adjacent tile, while exponentially building as the floor coverage increases.

# FLOATING INSTALLATION SYSTEM FOR MODULAR CARPET

## PART 3. DIAGRAMS



# 12' WOVEN BROADLOOM SPECIFICATION

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## **PART 1. CONSTRUCTION**

### *1.1. GENERAL*

- A. Woven\* Multicolor Loop
- B. Woven Pile Weight: 24.0 oz / sq yd minimum
- C. Fiber System: Type 6,6 / 6
- D. Backing Construction: Woven / Weave (tufted “woven” unacceptable)
- E. Width: 12 feet / 366 cm
- F. Minimum Order: 65 yards

## **PART 2. PRODUCT TESTING INFORMATION**

### *2.1. IAQ RESULTS*

- A. CCI/CRI Green Label Plus Registration Number GLP1828

### *2.2. SURFACE FLAMMABILITY*

- A. Methenamine Pill: Meets CAN / CGSB-4.129-93 / DOC FF 1-70
- B. Flooring Radiant Panel: ASTM E-648 Class I (direct glue down)
- C. Smoke Density: ASTM E-662 Less than 450
- D. Steiner Tunnel: ULC S102.2 Less than 300FS, 500SD

## **PART 3. WARRANTIES**

### *3.1. GENERAL*

- A. Product Type: 12' Woven Broadloom Carpet
- B. Warranty Timeline: 15 years from date of installation
- C. Warranty Type: Prorated

### *3.2. LABOR*

- A. Installation of replacement materials
- B. Removal and disposal of failed goods
- C. All associated labor and sundries necessary for a completed project

### *3.3. MATERIAL*

- A. Excessive surface wear (+15%)
- B. Edge ravel (yarn)
- C. Zippering (yarn)
- D. Delamination of the secondary backing from the primary backing (if applicable)
- E. See Carpet and Rug Institute (CRI) for a description of the defects listed above.

## 12' WOVEN BROADLOOM SPECIFICATION

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### **PART 4. INSTALLATION**

#### **4.1. ACCEPTABLE MANUFACTURING TOLERANCES**

- A. Bow - 3/4" per 12' width
- B. Skew - 1" per 12' width
- C. Edge Straightness - +/- 1/2" variation
- D. Pattern Elongation - 1 1/4" per 12' length

\*See CRI definition of woven carpet material for clarification.



# 12' BROADLOOM SPECIFICATION

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## **PART 1. CONSTRUCTION**

### *1.1. GENERAL*

- A. Construction: Tufted Multicolor Loop
- B. Tufted Pile Weight: 20 oz / sq yd minimum
- C. Fiber System: Type 6,6 / 6
- D. Backing Construction: Manufacturer specified
- E. Width: 12 feet / 366 cm
- F. Minimum Order: 65 yards

## **PART 2. PRODUCT TESTING INFORMATION**

### *2.1. IAQ RESULTS*

- A. CCI / CRI Green Label Plus Registration Number GLP6595 (low VOC emitter).

### *2.2. SURFACE FLAMMABILITY*

- A. Methenamine Pill: Meets CAN / CGSB-4.129-93 / DOC FF 1-70
- B. Flooring Radiant Panel: ASTM E-648 Class I (direct glue down)
- C. Smoke Density: ASTM E-662 Less than 450
- D. Steiner Tunnel: ULC S102.2 Less than 300FS, 500SD

## **PART 3. WARRANTIES**

### *3.1. GENERAL*

- A. Product Type: 12' Tufted Broadloom Carpet
- B. Warranty Timeline: 10 years from date of installation
- C. Warranty Type: Non-prorated

### *3.2. LABOR*

- A. Installation of replacement materials
- B. Removal and disposal of failed goods
- C. All associated labor and sundries necessary for a completed project (floor covering only)

### *3.3. MATERIAL*

- A. Excessive surface wear (+15%)
- B. Edge ravel (yarn)
- C. Zippering (yarn)
- D. Resiliency – loss of backing (+10%)
- E. Delamination of the secondary backing from the primary backing (if applicable)
- F. See Carpet and Rug Institute (CRI) for a description of the defects listed above.

## **PART 4. INSTALLATION**

### *4.1. ACCEPTABLE MANUFACTURING TOLERANCES*

- A. Bow: ¾" per 12' width
- B. Skew: 1" per 12' width
- C. Edge Straightness: +/- ½" variation
- D. Pattern Elongation: 1 ¼" per 12' length

# RESILIENT TILE FLOORING INCLUDING VINYL ENHANCED TILE

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## PART 1. GENERAL

### 1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2. SUMMARY

- A. Section Includes: Resilient Tile (Vinyl Enhanced Tile) Flooring.

### 1.3. SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- E. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### 1.4. QUALITY ASSURANCE

- A. Mockups: Provide resilient products with mockups specified in other Sections.

### 1.5. DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### 1.6. PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation
  - ii. During installation
  - iii. 48 hours after installation
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

# RESILIENT TILE FLOORING INCLUDING VINYL ENHANCED TILE

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## PART 2. RESILIENT TILE FLOORING

### 2.1. *KNOWN MANUFACTURER*

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299

### 2.2. *ENVIRONMENTAL SUSTAINABILITY NOTES FOR RESILIENT TILE FLOORING*

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Vinyl Enhanced Tiles contain pre consumer and post-consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01350
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. Criteria for Vinyl Enhanced Tile (VET) regional materials based on manufacturing location at Florence, Alabama
- G. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com)

### 2.3. *COLOR ESSENCE*

- A. Resilient vinyl enhanced tile flooring with the following physical characteristics:
  - i. Meets performance requirements for ASTM F 1066, Standard Specification for Vinyl Composition Floor Tile
  - ii. Wear layer/Overall thickness: 1/8" (3.2 mm)
  - iii. Tile size: 12" x 12" (30.5 x 30.5 cm)
  - iv. Slip Resistance: ADA Compliant
  - v. Polyurethane Reinforced wear surface with Tritonite Finish
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 400 PSI (modified for higher load)
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I
  - viii. Warranty: 10 year Manufacturer's Warranty
- B. Color Essence is available as slip resistant tile
- C. Color Essence may be installed with Tarkett 800 Pressure Sensitive Adhesive.
- D. CE: Color Essence Tile
- E. CE-RS: Color Essence Slip Resistant Tile

### 2.4. *AZTERRA*

- A. Resilient Vinyl Enhanced Tile Flooring with the following physical characteristics

## **RESILIENT TILE FLOORING INCLUDING VINYL ENHANCED TILE.**

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- i. Meets performance requirements for ASTM F 1066, Standard Specification for Vinyl Composition Floor Tile
  - ii. Wear layer/Overall thickness: 1/8" (3.2 mm)
  - iii. Tile size: 12" x 12" (30.5 x 30.5 cm)
  - iv. Slip Resistance: ADA Compliant
  - v. Polyurethane Reinforced wear surface with Tritonite Finish
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 400 PSI (modified for higher load)
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I
  - viii. Warranty: 10 year Manufacturer's Warranty
- B. Azterra may be installed with Tarkett 800 Pressure Sensitive Adhesive.  
C. AT: Azterra Tile

### **2.5. *INSTALLATION MATERIALS***

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Tarkett to meet site conditions.
- C. Vinyl Enhanced Tile: Tarkett 800 Pressure Sensitive Adhesive

## **PART 3. EXECUTION**

### **3.1. *EXAMINATION***

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2. *PREPARATION***

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Resilient Tile Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material.
- E. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- F. Prepare Substrates according to ASTM F 710 including the following:
- G. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

## **RESILIENT TILE FLOORING INCLUDING VINYL ENHANCED TILE**

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- H. Perform anhydrous calcium chloride test, ASTM F 1869.
- I. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- J. Perform relative humidity test using in situ probes, ASTM F 2170. Results must not exceed 80%.
- K. A pH test for alkalinity must be conducted.
- L. Results should range between 7 and 9.
- M. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- N. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- O. Wood subfloors must have a minimum 18" (45.7 cm) of cross-ventilated space beneath the bottom of the joist.
- P. The floor must be rigid, free of movement.
- Q. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (12.7 mm) APA approved underlayment plywood.
- R. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- S. Use ½" (12.7 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- T. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- U. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- V. Floor covering shall not be installed over expansion joints.
- W. Do not install resilient products until they are same temperature as the space where they are to be installed.
- X. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- Y. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3 RESILIENT TILE FLOORING INSTALLATION**

- A. Comply with manufacturer's written instructions for installing vinyl enhanced resilient tile flooring.
- B. Install with Manufacturer/Tarkett adhesive specified for the site conditions and follow adhesive label for proper use.
- C. Follow Manufacturer's recommendation for Quarter Turn tiles.
- D. Open enough cartons of floor tiles to cover each area, and mix tile to ensure shade variations do not occur within any one area.
- E. Roll the flooring in both directions using a 100 pound three-section roller.

### **3.4 CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:

## **RESILIENT TILE FLOORING INCLUDING VINYL ENHANCED TILE**

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- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. No traffic for 24 hours after installation.
- H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
- I. Cover resilient products until Substantial Completion.
- J. Wait 72 hours after installation before performing initial cleaning.
- K. A regular maintenance program must be started after the initial cleaning.

# RESILIENT HETEROGENEOUS SHEET FLOORING

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Sheet Flooring.

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
- C. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
- D. Samples for Initial Selection: For each type of product indicated.
- E. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
- F. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. Critical Radiant Flux Classification: Class I, not less than 0.45 watts per square centimeter.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.

## RESILIENT HETEROGENEOUS SHEET FLOORING

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- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### **PART 2. HETERONGENEOUS VINYL SHEET FLOORING**

#### *2.1. KNOWN MANUFACTURER*

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, Ohio 44023
- B. Web: [www.johnsonite.com](http://www.johnsonite.com)
- C. E-mail: [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.  
Fax: (440) 543-8920

#### *2.2. ENVIRONMENTAL SUSTAINABILITY NOTES*

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite resilient sheet flooring scrap
- B. Contains pre and post consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01250
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com)

#### *2.3. GRANIT ACOUSTIFLOR*

- A. Heterogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1303 Standard Specification for Vinyl Sheet Floor Covering with Backing, Type I Grade 1, Class B.
  - ii. iQ construction: no wax, no finish for life of product.
  - iii. Acoustical backing for reduced noise transmission and underfoot comfort.
  - iv. Roll/Sheet Width: 6' 6" (2 m).
  - v. Overall thickness: .160" (4.0 mm).
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM F 970, Standard Test Method for Static Load Limit – 175 PSI.
  - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. GRTAC-R: GRANIT ACOUSTIFLOR Rolls

#### *2.4. ACCZENT WOOD OR STEEL*

- A. Heterogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1303 Standard Specification for Vinyl Sheet Floor Covering With Backing, Type I Grade 1, Class B.



## RESILIENT HETEROGENEOUS SHEET FLOORING

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- ii. Roll/Sheet Width: 6' 6" (2 m).
- iii. Wear layer/Overall thickness: .080" (2.0 mm).
- iv. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.3 or greater.
- v. ASTM F 970, Standard Test Method for Static Load Limit – 175 PSI.
- vi. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. ACW-R: ACCZENT WOOD Rolls
- C. ACS-R: ACCZENT STEEL Rolls

### 2.5. *STELLA*

- A. Heterogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1303 Standard Specification for Vinyl Sheet Floor Covering With Backing, Type I Grade 1, Class B.
  - ii. Non-directional pattern.
  - iii. Reinforced wear layer.
  - iv. Roll/Sheet Width: 6' 6" (2 m).
  - v. Wear layer/Overall thickness: .080" (2.0 mm).
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. STL-R: STELLA Rolls

### 2.6. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Manufacturer to meet site conditions.
  - i. Johnsonite #925 Resilient Flooring Adhesive.
  - ii. Johnsonite #975 Two-Part Urethane Adhesive.

## PART 3. EXECUTION

### 3.1. *EXAMINATION*

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. *PREPARATION*

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Resilient Sheet Flooring.

## **RESILIENT HETEROGENEOUS SHEET FLOORING**

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- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours.
- H. – or –
- I. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- J. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- K. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- L. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- M. The floor must be rigid, free of movement.
- N. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
- O. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- P. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- Q. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- R. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- S. Floor covering shall not be installed over expansion joints.
- T. Do not install resilient products until they are same temperature as the space where they are to be installed.
- U. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- V. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. RESILIENT SHEET FLOORING INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
- B. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.

## **RESILIENT HETEROGENEOUS SHEET FLOORING**

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- C. Install rolls in sequential order following roll numbers on the labels.
- D. Reverse sheets unless instructed otherwise in Manufacturer Installation Instructions.
- E. Roll the flooring in both directions using a 100 pound three-section roller.
- F. Vinyl sheet flooring must be welded.
- G. Note: It is recommended to heat weld seams to provide a more sterile and water tight seam.
- H. Manufacturer Resilient Sheet Flooring may be flash coved.
- I. Use Johnsonite CFS-00-A Cove Filler Strip.
- J. Net fit flooring material into the appropriate Manufacturer cove cap.

### **3.4. *CLEANING AND PROTECTION***

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - C. Remove adhesive and other blemishes from exposed surfaces.
  - D. Sweep and vacuum surfaces thoroughly.
  - E. Damp-mop surfaces to remove marks and soil.
  - F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
  - G. No traffic for 24 hours after installation.
  - H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
  - I. Cover resilient products until Substantial Completion.
  - J. Wait 72 hours after installation before performing initial cleaning.
  - K. A regular maintenance program must be started after the initial cleaning.

# RESILIENT HOMOGENEOUS SHEET FLOORING

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Sheet Flooring

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. Critical Radiant Flux Classification: Class I, not less than 0.45 watts per square centimeter.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

## **RESILIENT HOMOGENEOUS SHEET FLOORING**

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### **1.5. DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### **1.6. PROJECT CONDITIONS**

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## **PART 2. HOMOGENEOUS VINYL RESILIENT SHEET FLOORING**

### **2.1. KNOWN MANUFACTURER**

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, Ohio, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Tech: Ext 9297
- D. Samples: Ext 9299 E.  
Fax: (440) 543-8920
- F. Web: [www.johnsonite.com](http://www.johnsonite.com)
- G. Email: [info@johnsonite.com](mailto:info@johnsonite.com)

### **2.2. ENVIRONMENTAL SUSTAINABILITY NOTES**

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Contains pre and post consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01250
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com).

## **RESILIENT HOMOGENEOUS SHEET FLOORING**

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### **2.3. OPTIMA OR GRANIT**

- A. Homogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing.
  - ii. iQ construction: no wax, no finish for life of product.
  - iii. Roll/Sheet Width: 6' 6" (2 m).
  - iv. Wear layer/Overall thickness: .080" (2.0 mm).
  - v. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. OPT-R: OPTIMA Rolls
- C. GRT-R: GRANIT Rolls

### **2.4. MELODIA OR ARIA**

- A. Homogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing.
  - ii. Non-directional pattern.
  - iii. Reinforced wear layer.
  - iv. Roll/Sheet Width: 6' 6" (2 m).
  - v. Wear layer/Overall thickness: .080" (2.0 mm).
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. MLD-R: MELODIA Rolls
- C. ARI-R: ARIA Rolls (color TBD)

### **2.5. CONTRACT PLUS**

- A. Homogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing.
  - ii. Non-directional pattern.
  - iii. Reinforced wear layer.
  - iv. Roll/Sheet Width: 6' 6" (2 m).
  - v. Wear layer/Overall thickness: .080" (2.0 mm).
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. CON-R: CONTRACT PLUS Rolls

## **RESILIENT HOMOGENEOUS SHEET FLOORING**

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### **2.6. GRANIT SAFE-T**

- A. Homogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing.
  - ii. Slip retardant particulate suspended evenly throughout the product thickness.
  - iii. Non-directional pattern.
  - iv. Reinforced wear layer.
  - v. Roll/Sheet Width: 6' 6" (2 m).
  - vi. Wear layer/Overall thickness: .080" (2.0 mm).
  - vii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - viii. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - ix. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. GRTSFT-R: GRANIT SAFE-T Rolls

### **2.7. GRANIT MULTISAFE**

- A. Homogeneous Vinyl Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing.
  - ii. Features a raised texture surface to help prevent slip.
  - iii. Non-directional pattern.
  - iv. Reinforced wear layer.
  - v. Roll/Sheet Width: 6' 6" (2 m).
  - vi. Overall thickness: .098" (2.5 mm).
  - vii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - viii. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - ix. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. GRTMS-R: GRANIT MULTISAFE Rolls (GRTMS-R)

### **2.8. INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Manufacturer to meet site conditions.
  - i. Johnsonite #925 Resilient Flooring Adhesive.
  - ii. Johnsonite #975 Two-Part Urethane Adhesive.

## RESILIENT HOMOGENEOUS SHEET FLOORING

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### PART 3. EXECUTION

#### 3.1. EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2. PREPARATION

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Resilient Sheet Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. –or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- L. The floor must be rigid, free of movement.
- M. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
- N. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).



## **RESILIENT HOMOGENEOUS SHEET FLOORING**

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- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.
- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. RESILIENT SHEET FLOORING INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
- B. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.
- C. Install rolls in sequential order following roll numbers on the labels.
- D. Reverse sheets unless instructed otherwise in Manufacturer Installation Instructions.
- E. Roll the flooring in both directions using a 100 pound three-section roller.
- F. Vinyl sheet flooring must be welded.
- G. Note: It is recommended to heat weld seams to provide a more sterile and water tight seam.
- H. Manufacturer Resilient Sheet Flooring may be flash coved.
- I. Use Johnsonite CFS-00-A Cove Filler Strip.
- J. Net fit flooring material into the appropriate Manufacturer cove cap.

### **3.4. CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - C. Remove adhesive and other blemishes from exposed surfaces.
  - D. Sweep and vacuum surfaces thoroughly.
  - E. Damp-mop surfaces to remove marks and soil.
  - F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
  - G. No traffic for 24 hours after installation.
  - H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
  - I. Cover resilient products until Substantial Completion.
  - J. Wait 72 hours after installation before performing initial cleaning.
  - K. A regular maintenance program must be started after the initial cleaning.

# LINOLEUM SHEET FLOORING

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Linoleum Sheet Flooring.

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. Critical Radiant Flux Classification: Class I, not less than 0.45 watts per square centimeter.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.

## LINOLEUM SHEET FLOORING

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- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### **PART 2. HARMONIUM XF LINOLEUM SHEET FLOORING**

#### **2.1. KNOWN MANUFACTURER**

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, Ohio, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Tech: Ext 9297
- D. Samples: Ext 9299 E.  
Fax: (440) 543-8920
- F. Web: [www.johnsonite.com](http://www.johnsonite.com)
- G. Email: [info@johnsonite.com](mailto:info@johnsonite.com)

#### **2.2. ENVIRONMENTAL SUSTAINABILITY NOTES**

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Contains preconsumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01250
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com).

#### **2.3. VENETO, TOSCANO, ALLEGRO, and ETRUSCO LINOLEUM SHEET FLOORING**

- A. Complies with requirements for ASTM F 2034 Standard Specification for Linoleum Sheet Floor Covering.
- B. Homogeneous layer of oxidized linseed oil and natural resins mixed with wood or cork flour and limestone.
- C. xf finish for reduced maintenance.
- D. Roll/Sheet Width: 6' 6" (2 m).
- E. Wear layer/Overall thickness: i.  
.080" (2.0 mm).  
ii. .100" (2.5 mm).
- F. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of .06 or greater.
- G. ASTM F 970, Standard Test Method for Static Load Limit – 150 PSI.
- H. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- I. VEN-R 2.0: VENETO Rolls 2.0 mm thickness
- J. VEN-R 2.5: VENETO Rolls 2.5 mm thickness
- K. ETR-R 2.5: ETRUSCO Rolls 2.5 mm thickness
- L. TSC-R 2.5: TOSCANO Rolls 2.5 mm thickness
- M. ALG-R 2.5: ALLEGRO Rolls 2.5 mm thickness

# LINOLEUM SHEET FLOORING

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## 2.4. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Manufacturer to meet site conditions.
  - i. Johnsonite #950 Linoleum Adhesive.
  - ii. Johnsonite #975 Two-Part Urethane Adhesive.

## **PART 3. EXECUTION**

### 3.1. *EXAMINATION*

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. *PREPARATION*

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Linoleum Sheet Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the linoleum sheet flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following.
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing:
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours.
- H. – or –
- I. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- J. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- K. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- L. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- M. The floor must be rigid, free of movement.
- N. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.

## **LINOLEUM SHEET FLOORING**

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- O. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- P. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- Q. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- R. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- S. Floor covering shall not be installed over expansion joints.
- T. Do not install resilient products until they are same temperature as the space where they are to be installed.
- U. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- V. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. *LINOLEUM SHEET FLOORING INSTALLATION***

- A. Comply with manufacturer's written instructions for installing linoleum sheet flooring.
- B. Linoleum Sheet Flooring :
- C. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.
- D. Install rolls in sequential order following roll numbers on the labels.
- E. Do not reverse sheets unless instructed otherwise in Manufacturer Installation Instructions.
- F. Roll the flooring in both directions using a 100 pound three-section roller.
- G. Linoleum sheet flooring must be welded.
- H. Note: It is recommended to heat weld seams to provide a more sterile and water tight seam.
- I. Manufacturer Linoleum Sheet Flooring may be flash coved.
- J. Use Manufacturer CFS-00-A Cove Filler Strip.
- K. Net fit flooring material into the appropriate Manufacturer cove cap.

### **3.4. *CLEANING AND PROTECTION***

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. No traffic for 24 hours after installation.
- H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
- I. Cover resilient products until Substantial Completion.
- J. Wait 72 hours after installation before performing initial cleaning.
- K. A regular maintenance program must be started after the initial cleaning.

# RESILIENT AND RUBBER FLOOR TILE

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## PART 1. GENERAL

### 1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2. SUMMARY

- A. Section Includes: Resilient Rubber Tile Flooring

### 1.3. SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### 1.4. QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. Critical Radiant Flux Classification: Class I, not less than 0.45 watts per square centimeter.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

### 1.5. DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### 1.6. PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - C. 48 hours before installation.
  - D. During installation.
  - E. 48 hours after installation.

## RESILIENT AND RUBBER FLOOR TILE

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- F. Maintain the ambient relative humidity between 40% and 60% during installation.
- G. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### PART 2. RESILIENT TILE FLOORING

#### 2.1. *KNOWN MANUFACTURER*

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299 E.  
Fax: (440) 543-8920
- F. Email: [info@johnsonite.com](mailto:info@johnsonite.com)
- G. Web: [www.johnsonite.com](http://www.johnsonite.com)

#### 2.2. *ENVIRONMENTAL SUSTAINABILITY NOTES FOR RESILIENT TILE FLOORING*

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. 100% Recyclable
- C. SCS FloorScore® Certified and meets California Specifications Section 01350
- D. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- E. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com).

#### 2.3. *MESTO AND MESTO CONFIGURATIONS RUBBER TILE*

- A. Resilient Rubber Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile, Class 1-A and 1-B.
  - ii. Manufactured from a homogeneous composition of 100% synthetic rubber
  - iii. Overall thickness: .080" (2.0 mm).
- B. Hammered texture tile tones:
  - i. Mesto.
  - ii. Mesto (Light Version).
  - iii. Mesto (Dark Version).
- C. Mesto Hammered texture tile size:
  - i. 12" x 12" (30.5 cm x 30.5 cm).
- D. Mesto Configurations tile size:
  - i. 6" x 6" (15.2 cm x 15.2 cm).
  - ii. 12" x 12" (30.5 cm x 30.5 cm).
  - iii. 6" x 24" 15.2 cm x 61 cm). iv. 12" x 24" (30.5 cm x 61 cm).
- E. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
- F. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.

## RESILIENT AND RUBBER FLOOR TILE

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- G. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
- H. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
- I. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor- Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
- J. MHO: Mesto 12" x 12" size
- K. MHO L: Light MESTO CONFIGURATIONS
- L. MHO D: Dark MESTO CONFIGURATIONS

### 2.4. *CITYSCAPE HAMMERED TEXTURE SPECKLED RUBBER TILE*

- A. Resilient Rubber Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile, Class 1-B.
  - ii. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - iii. Overall thickness: .080" (2.0 mm).
  - iv. Tile size: 24" x 24" (61 cm x 61 cm).
  - v. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
  - vi. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
  - vii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
  - viii. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
  - ix. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
- B. CSH: CityScape

### 2.5. *ROUNDEL SMOOTH OR RAISED SURFACE RUBBER TILE*

- A. Resilient Rubber Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile, Class 1-A and 1-B.
  - ii. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - iii. Disk Height for Raised Round or Raised Square specify: .025".
  - iv. For Smooth Surface specify overall thickness: .100" (2.54 mm) or .130" (3.30 mm).
  - v. For Raised Round or Raised Square Surface specify overall thickness: 1/8" [.125" (3.17 mm)] or .155 (4.mm).
  - vi. Tile size: 24" x 24" (61 cm x 61 cm).
  - vii. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
  - viii. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.



## RESILIENT AND RUBBER FLOOR TILE

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- ix. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
  - x. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
  - xi. ASTM E 989, Standard Classification for Rating Impact Insulation (IIC) using ASTM E 492, Acoustical Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine – 40 IIC.
  - xii. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
- B. RET: Smooth Accent Solid Color Tile, thickness to be determined
  - C. RT – RD: Raised Round Solid Color Tile, thickness to be determined
  - D. RTSP – RD: Raised Round Speckled Color Tile, thickness to be determined
  - E. RT – SQ: Raised Square Solid Color Tile, thickness to be determined
  - F. RTSP – SQ: Raised Square Speckled Color Tile, thickness to be determined
- 2.6. *ROUNDEL TEXTURED SURFACE RUBBER TILE*
- A. Resilient Rubber Tile Flooring with the following physical characteristics:
    - i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile, Class 1-A and 1-B.
    - ii. Manufactured from a homogeneous composition of 100% synthetic rubber.
    - iii. Overall thickness: 1/8" [.125" (3.17 mm)].
    - iv. For Solid Color or Speckled Color Tile specify 24" x 24" (61 cm x 61 cm).
    - v. For Marbleized Prima Custom and Olio Color Tile specify 12" x 12" (30.5 cm x 30.5 cm).
    - vi. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
    - vii. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
    - viii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
    - ix. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
    - x. ASTM E 989, Standard Classification for Rating Impact Insulation (IIC) using ASTM E 492, Acoustical Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine – 40 IIC.
    - xi. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
  - B. Tile Textures:
    - i. Artistic Square.
    - ii. Bamboo.
    - iii. Chopped Bamboo.
    - iv. Cubis.
    - v. Flagstone.

## RESILIENT AND RUBBER FLOOR TILE

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- vi. Hammered.
- vii. Pebbles.
- viii. Rice Paper.
- ix. Weathered.
- x. Circularity:
- xi. Effervescent.
- xii. Fast Lane.
- xiii. Round-A-Bout.
- xiv. Tic-Tac-Toe.
- xv. Tricycle.
- xvi. Folio:
- xvii. Arbor.
- xviii. Bamboo Leaf.
- xix. Botany.
- xx. Branches.
- xxi. River Cane.
- xxii. Seasons.
- C. Artistic Square
  - i. ARTS: Solid Color
  - ii. ARTSP: Speckled Color
- D. Bamboo
  - i. BMRTS: Solid Color
  - ii. BMRTSP: Speckled Color
- E. Chopped Bamboo
  - i. CBMRTS: Solid Color
  - ii. CBMRTSP: Speckled Color
- F. Cubis
  - i. CRTS: Solid Color
  - ii. CRTSP: Speckled Color
- G. Flagstone
  - i. FRTS: Solid Color
  - ii. FRTSP: Speckled Color
- H. Hammered
  - i. HRTS: Solid Color
  - ii. HRTSP: Speckled Color
- I. Pebbles
  - i. PRTS: Solid Color
  - ii. PRTSP: Speckled Color
- J. FRPA: Rice Paper Solid Color
- K. Weathered
  - i. WRTS: Solid Color
  - ii. WRTSP: Speckled Color
- L. Circularity
  - i. CEF: Effervescent Solid Color
  - ii. CFL: Fast Lane Solid Color
  - iii. CRB: Round-A-Bout Solid Color
  - iv. CTT: Tic-Tac-TOE Solid Color
  - v. CTR: Tricycle Solid Color
- M. Folio
  - i. FARB: Arbor Solid Color
  - ii. FBLF: Bamboo Leaf Solid Color

## RESILIENT AND RUBBER FLOOR TILE

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- iii. FBOT: Botany Solid Color
- iv. FBRN: Branches Solid Color
- v. FRCN: River Cane Solid Color
- vi. FSEA: Seasons Solid Color

### 2.7. *ROUNDEL PRIMA OLIO AND PRIMA MARBLEIZED TILE*

- A. Resilient Rubber Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile, Class 1-A and 1-B.
  - ii. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - iii. Overall thickness: 1/8" [.125" (3.17 mm)].
  - iv. Tile size: 12" x 12" (30.5 cm x 30.5 cm).
  - v. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
  - vi. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
  - vii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
  - viii. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
  - ix. ASTM E 989, Standard Classification for Rating Impact Insulation (IIC) using ASTM E 492, Acoustical Measurement of Impact Sound Transmission Through Floor-Ceiling Assemblies Using the Tapping Machine – 40 IIC.
  - x. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
- B. Tile Textures:
  - i. Smooth: PRIMA or OLIO SMOOTH
  - ii. Flagstone: FRTP or FRTPO
  - iii. Hammered: HRTP or HRTPO
  - iv. Weathered: WRTP or WRTPO

### 2.8. *ECO-NATURALS (ECO-SHELL OR CORKTONES)*

- A. Resilient Rubber Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile.
  - ii. Manufactured from a homogeneous composition of synthetic rubber and:
  - iii. Walnut Shells and Cork for Eco-Shell Tile.
  - iv. Cork for Corktones Tile.
  - v. Overall thickness: 1/8" [.125" (3.17 mm)].
  - vi. Tile size: 24" x 24" (61 cm x 61 cm).
  - vii. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
  - viii. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.

## **RESILIENT AND RUBBER FLOOR TILE**

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- ix. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
  - x. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
  - xi. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
- B. HRTEC: Eco-Shell Hammered Surface  
C. HRTCT: Corktones Hammered Surface
- 2.9. *METALLURGY RUBBER TILE*
- A. Metallurgy Resilient Rubber Tile Flooring with the following physical characteristics:
- i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile, Class 1-A and 1-B.
  - ii. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - iii. Overall thickness: 1/8" [.125" (3.17 mm)].
  - iv. Tile size: 24" x 24" (61 cm x 61 cm).
  - v. Tile Textures: Hammered.
  - vi. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
  - vii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
  - viii. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
  - ix. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
- B. HRTS: Metallurgy Hammered

2.10. *DEFIANT OIL AND GREASE RESISTANT TILE*

- A. Defiant Resilient Rubber Tile Flooring with the following physical characteristics:
- i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile, Class 1-A and 1-B.
  - ii. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - iii. Specially formulated for areas exposed to oil and grease.
  - iv. Overall thickness: 1/8" [.125" (3.17 mm)].
- B. Tile size specify:
- i. Solid Color Raised Round 24" x 24" (61 cm x 61 cm).
  - ii. Solid Color Hammered textured 24" x 24" (61 cm x 61 cm).
  - iii. Prima Marbleized Hammered textured 12" x 12" (30.5 cm x 30.5 cm).
  - iv. Speckled Color Raised Round 24" x 24" (61 cm x 61 cm).
  - v. Speckled Color Hammered textured 24" x 24" (61 cm x 61 cm).
  - vi. Oil Resistant: ASTM D 471, Effect of Liquids on Rubber Properties.
  - vii. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.

## RESILIENT AND RUBBER FLOOR TILE

- viii. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
- ix. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: Exceeds Federal Standards and A.D.A. requirements for slip-resistant.
- x. ASTM F 970, Standard Test Method for Static Load Limit – passes at 250 PSI.
- xi. ASTM E 648, Standard Test method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source – equal to or greater than 0.45 watts/cm<sup>2</sup>.
- C. GRRT: Defiant Solid Color Raised Round
- D. GRHRT: Defiant Solid Color Hammered
- E. RHRTP: Defiant Marbleized Color Hammered
- F. GRHRTSP: Defiant Speckled Color Hammered
- G. GRRTSP: Defiant Speckled Color Raised Round

### 2.11. INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Manufacturer to meet site conditions.
- C. Rubber Floor Tile.
- D. Johnsonite #965 Flooring and Tread Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Johnsonite #996 Two-Part Epoxy Adhesive.

## PART 3. EXECUTION

### 3.1. EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. PREPARATION

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Resilient Tile Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the

## RESILIENT AND RUBBER FLOOR TILE

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- flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
  - F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
  - G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours.
  - H. – or –
  - I. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
  - J. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
  - K. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
  - L. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
  - M. The floor must be rigid, free of movement.
  - N. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
  - O. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
  - P. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
  - Q. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
  - R. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
  - S. Floor covering shall not be installed over expansion joints.
  - T. Do not install resilient products until they are same temperature as the space where they are to be installed.
  - U. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
  - V. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3. *RESILIENT TILE FLOORING INSTALLATION*

- A. Comply with manufacturer's written instructions for installing resilient tile flooring.
- B. Resilient Rubber Floor Tile:
- C. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.
- D. Do not Quarter Turn tile.
- E. Roll the flooring in both directions using a 100 pound three-section roller.

### 3.4. *CLEANING AND PROTECTION*

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.

## RESILIENT AND RUBBER FLOOR TILE

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- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. No traffic for 24 hours after installation.
- H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
- I. Cover resilient products until Substantial Completion.
- J. Wait 72 hours after installation before performing initial cleaning.
- K. A regular maintenance program must be started after the initial cleaning.

# SOLID VINYL AND LINOLEUM FLOOR TILE

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## PART 1. GENERAL

### 1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2. SUMMARY

- A. Section Includes: Resilient Tile (Solid Vinyl & Linoleum) Flooring.

### 1.3. SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### 1.4. QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. Critical Radiant Flux Classification: Class I, not less than 0.45 watts per square centimeter.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

### 1.5. DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### 1.6. PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).



# SOLID VINYL AND LINOLEUM FLOOR TILE

## PART 2. RESILIENT TILE FLOORING

### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299 E.  
Fax: (440) 543-8920
- F. Email: [info@johnsonite.com](mailto:info@johnsonite.com)
- G. Web: [www.johnsonite.com](http://www.johnsonite.com)

### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES FOR RESILIENT TILE FLOORING

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Contains preconsumer recycled content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01350
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com).

### 2.3. OPTIMA OR GRANIT

- A. Resilient Vinyl Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1700 Standard Specification for Solid Vinyl Floor Tile, Class 1, Type A.
  - ii. iQ construction: no wax, no finish for life of product.
  - iii. Tile size: 24" x 24" (61 x 61 cm).
  - iv. Wear layer/Overall thickness: .080" (2.0 mm).
  - v. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. OPT – JT: OPTIMA Tile
- C. GRT – JT: GRANIT Tile

### 2.4. MELODIA OR ARIA

- A. Resilient Vinyl Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1700 Standard Specification for Solid Vinyl Floor Tile, Class 1, Type A.
  - ii. Non-directional pattern.
  - iii. Reinforced wear layer.
  - iv. Tile size: 24" x 24" (61 x 61 cm).
  - v. Wear layer/Overall thickness: .080" (2.0 mm).
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. MLD – JT: MELODIA Tile
- C. ARI – JT: ARIA Tile

## SOLID VINYL AND LINOLEUM FLOOR TILE

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### 2.5. *CONTRACT PLUS*

- A. Resilient Vinyl Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1700 Standard Specification for Solid Vinyl Floor Tile, Class 1, Type A.
  - ii. Non-directional pattern.
  - iii. Reinforced wear layer.
  - iv. Tile size: 24" x 24" (61 x 61 cm).
  - v. Wear layer/Overall thickness: .080" (2.0 mm).
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. CON – JT: CONTRACT PLUS Tile

### 2.6. *I.D. PREMIER*

- A. Resilient Vinyl Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1700 Standard Specification for Solid Vinyl Floor Tile, Class III, Type B.
  - ii. Constructed on a unique structure built with solid homogeneous calendared layers reinforced with non woven glass fiber combined with a polymeric base.
  - iii. PVC wear layer thickness: .028" (.07 mm).
  - iv. Overall thickness: .098" (2.50 mm).
  - v. Tile Size: 18.5" x 18.5" (47.1 x 47.1 cm).
  - vi. Plank Size: 37" x 6.16" (94.2 x 15.7 cm).
  - vii. Plank Size: 37" x 3.08" (94.2 x 7.85 cm).
  - viii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - ix. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - x. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - xi. For I.D. PREMIER 18.5" x 18.5" Tile (IDP-T \_\_\_\_\_color TBD)
- B. IDP - P: I.D. PREMIER 37" x 6.16" Plank
- C. IDP – P: I.D. PREMIER 37" x 3.08" Plank

### 2.7. *SPACE TILE*

- A. Resilient Vinyl Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1700 Standard Specification for Solid Vinyl Floor Tile, Class III, Type B.
  - ii. Heterogeneous printed vinyl floor covering on glass fiber non woven with anti-migration barrier.
  - iii. PVC foam backing.
  - iv. Polyurethane reinforcement.
  - v. Fungi and bacteriostatic built in treatment.
  - vi. Reinforced wear layer.
  - vii. Tile size: 19.68" x 19.68" (50 x 50 cm).
  - viii. Wear layer thickness: .032" (.81 mm).
  - ix. Overall thickness: .157" (42.0 mm).
  - x. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - xi. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. SPC – T: SPACE Tile

# SOLID VINYL AND LINOLEUM FLOOR TILE

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## PART 3. RESILIENT LINOLEUM TILE FLOORING

### 3.1. *VENETO HARMONIUM XF*

- A. Resilient Linoleum Tile Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 2195 Standard Specification for Linoleum Floor Tile.
  - ii. Homogeneous layer of oxidized linseed oil and natural resins mixed with wood or cork flour and limestone.
  - iii. Wear layer/overall thickness: .100" (2.5 mm).
  - iv. xf finish for reduced maintenance.
  - v. Tile size: 19.49" x 19.49" (49.5 x 49.5 cm).
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM F 970, Standard Test Method for Static Load Limit – 150 PSI.
  - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. VEN – T: VENETO Tile

### 3.2. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Manufacturer to meet site conditions.
- C. Resilient Vinyl and Linoleum Floor Tile.
- D. Johnsonite #925 Resilient Vinyl Flooring Adhesive.
- E. Johnsonite #955 Linoleum Tile Adhesive.
- F. Johnsonite #975 Two-Part Urethane Adhesive.

## PART 4. EXECUTION

### 4.1. *EXAMINATION*

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

## SOLID VINYL AND LINOLEUM FLOOR TILE

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### 4.2. PREPARATION

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Resilient Tile Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- L. The floor must be rigid, free of movement.
- M. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
- N. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.
- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation

## **SOLID VINYL AND LINOLEUM FLOOR TILE**

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### **4.3. RESILIENT TILE FLOORING INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient tile flooring.
- B. Resilient Vinyl and Linoleum Tile Flooring:
- C. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.
- D. Follow Manufacturer's recommendation for Quarter Turn tiles.
- E. Roll the flooring in both directions using a 100 pound three-section roller.

### **4.4. CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. No traffic for 24 hours after installation.
- H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
- I. Cover resilient products until Substantial Completion.
- J. Wait 72 hours after installation before performing initial cleaning.
- K. A regular maintenance program must be started after the initial cleaning.

# VINYL ENHANCED TILE, VINYL COMPOSITION TILE, & SOLID VINYL TILE

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Tile (Vinyl Enhanced Tile, Solid Vinyl Tile, and Vinyl Composition Tile) Flooring

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - C. 48 hours before installation.
  - D. During installation.
  - E. 48 hours after installation.
  - F. Maintain the ambient relative humidity between 40% and 60% during installation.
  - G. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

# VINYL ENHANCED TILE, VINYL COMPOSITION TILE, & SOLID VINYL TILE

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## PART 2. RESILIENT VINYL ENHANCED TILE FLOORING

### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299 E.  
Fax: (440) 543-8920
- F. Email: [info@johnsonite.com](mailto:info@johnsonite.com)
- G. Web: [www.johnsonite.com](http://www.johnsonite.com)

### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES FOR RESILIENT TILE FLOORING

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Vinyl Composition Tiles and Vinyl Enhanced Tiles contain pre consumer and post consumer recycle content
- C. Solid Vinyl Tiles contain post consumer recycle content
- D. 100% Recyclable
- E. Criteria for Vinyl Composition Tile (VCT) regional materials based on manufacturing location at Houston, Texas
- F. Criteria for Vinyl Enhanced Tile (VET) and Solid Vinyl Tile (SCT) regional materials based on manufacturing location at Florence, Alabama 100% Recyclable
- G. SCS FloorScore® Certified and meets California Specifications Section 01350
- H. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- I. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com).

### 2.3. CORTINA STONE OR COLOR ESSENCE

- A. Resilient vinyl enhanced tile flooring with the following physical characteristics:
  - i. Meets performance requirements for ASTM F 1066, Standard Specification for Vinyl Composition Floor Tile.
  - ii. Wear layer/Overall thickness: 1/8" (3.2 mm).
  - iii. Tile size: 12" x 12" (30.5 x 30.5 cm).
  - iv. Slip Resistance: ADA Compliant.
  - v. Polyurethane Reinforced wear surface with Tritonite Finish.
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 400 PSI (modified for higher load).
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - viii. Warranty: 10 year Manufacturer's Warranty.
- B. Color Essence is available as slip resistant tile.
- C. CortinaStone and Color Essence may be installed with SpraySmart System.
- D. ST: CortinaStone Tile
- E. CE: Color Essence Tile
- F. CE – SR: Color Essence Slip Resistant Tile

# VINYL ENHANCED TILE, VINYL COMPOSITION TILE, & SOLID VINYL TILE

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## PART 3. RESILIENT SOLID VINYL TILE FLOORING

- 3.1. *CORTINA GRANDE, MILANO, SOLIDAIR, KARIM KOLORS, OR KARIM SHAPES*
- A. Resilient Solid Vinyl Tile Flooring with the following physical characteristics:
    - i. Complies with requirements for ASTM F 1700, Class 1, Type A (Type B for slip resistant tile) Standard Specification for Solid Vinyl Floor Tile.
    - ii. Cortina Grande and Milano are available as slip resistant tile with an embossed surface.
    - iii. Wear layer/Overall thickness: 1/8" (3.2 mm). iv. Tile size: 16" x 16" (40.6 x 40.6 cm).
    - v. See Karim Shapes for additional sizes and shapes. Karim Shapes (Node, Tide, Tri, and Hive) are available in Cortina Grande, SolidAir, Milano, and Karim Kolors.
    - vi. Slip Resistance: ADA Compliant.
    - vii. ASTM F 970, Standard Test Method for Static Load Limit – 800 PSI (modified for higher load).
    - viii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
    - ix. Warranty: 10 year Manufacturer's Warranty.
  - B. Cortina Grande Milano, SolidAir, and Karim Kolors may be installed with SpraySmart System.

## PART 4. RESILIENT VINYL COMPOSITION TILE FLOORING

- 4.1. *CORTINA COLORS, CORTINA CLASSICS, GRANITE, THRU-QUARTZ, OR SOLIDS AND FEATURE STRIPS*
- A. Resilient Vinyl Composition Tile Flooring with the following physical characteristics:
    - i. Complies with requirements for ASTM F 1066, Class 2 Standard Specification for Vinyl Composition Floor Tile.
    - ii. Wear layer/Overall thickness: 1/8" (3.2 mm).
    - iii. Tile size: 12" x 12" (30.5 x 30.5 cm).
    - iv. Slip Resistance: ADA Compliant.
    - v. Granite is available as slip resistant tile with an embossed surface.
    - vi. ASTM F 970, Standard Test Method for Static Load Limit – 150 PSI.
    - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
    - viii. Warranty: 5 year Manufacturer's Warranty.
  - B. Cortina Colors and Cortina Classics, Granite, Thru-Quartz, and Solids and Feature Strips may be installed with SpraySmart System.
- 4.2. *INSTALLATION MATERIALS*
- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
  - B. Adhesives: As recommended by Manufacturer to meet site conditions.
  - C. Vinyl Enhanced Tile:
    - i. Tarkett #100 Clear Thin Spread Adhesive.
    - ii. Tarkett #940 Two-Part Polyurethane Adhesive.



## VINYL ENHANCED TILE, VINYL COMPOSITION TILE, & SOLID VINYL TILE

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- iii. Tarkett SpraySmart #120 Adhesive (up to 7 pounds moisture \ 85% relative humidity and less than 11 pH).
- D. Solid Vinyl Tile:
  - i. Tarkett #800 Pressure Sensitive Adhesive.
  - ii. Tarkett #940 Two-Part Polyurethane Adhesive.
  - iii. Tarkett SpraySmart #120 Adhesive (up to 7 pounds moisture \ 85% relative humidity and less than 11 pH).
- E. Vinyl Composition Tile:
  - i. Tarkett #100 Clear Thin Spread Adhesive.
  - ii. Tarkett #940 Two-Part Polyurethane Adhesive.
  - iii. Tarkett SpraySmart #122 Adhesive (up to 7 pounds moisture \ 85% relative humidity and less than 11 pH).

### PART 5. EXECUTION

#### 5.1. EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 5.2. PREPARATION

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Resilient Tile Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours.
- H. Special Note: If MVER is greater than 5 lbs. but less than 7 lbs. see requirements for Tarkett SpraySmart Adhesive. – or –
- I. Perform relative humidity test using in situ probes, ASTM F 2170. Results must not exceed 80%.

## VINYL ENHANCED TILE, VINYL COMPOSITION TILE, & SOLID VINYL TILE

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- J. Special Note: If MVER is greater than 80% but less than 85% see requirements for Tarkett SpraySmart Adhesive.
- K. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- L. Special Note: If pH reading exceeds 9 but less than 11 see requirements for Tarkett SpraySmart Adhesive.
- M. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- N. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- O. The floor must be rigid, free of movement.
- P. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
- Q. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- R. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- S. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- T. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- U. Floor covering shall not be installed over expansion joints.
- L. Do not install resilient products until they are same temperature as the space where they are to be installed.
- W. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- X. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 5.3. RESILIENT TILE FLOORING INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient tile flooring.
- B. Vinyl Enhanced Tile or Vinyl Composition Tile or Solid Vinyl Tile Flooring:
- C. Install with Johnsonite/Tarkett adhesive specified for the site conditions and follow adhesive label for proper use.
- D. Follow Manufacturer's recommendation for Quarter Turn tiles.
- E. Open enough cartons of floor tiles to cover each area, and mix tile to ensure shade variations do not occur within any one area.
- F. Roll the flooring in both directions using a 100 pound three-section roller.

### 5.4. CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - i. Remove adhesive and other blemishes from exposed surfaces.
  - ii. Sweep and vacuum surfaces thoroughly.
  - iii. Damp-mop surfaces to remove marks and soil.

## **VINYL ENHANCED TILE, VINYL COMPOSITION TILE, & SOLID VINYL TILE**

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- iv. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- v. No traffic for 24 hours after installation.
- C. Special Note: When Tarkett SpraySmart Adhesive is used traffic may be allowed immediately after installation
- D. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
- E. Special Note: When Tarkett SpraySmart Adhesive is used traffic may be allowed immediately after installation
- F. Cover resilient products until Substantial Completion.
- G. Wait 72 hours after installation before performing initial cleaning.
- H. Special Note: When Tarkett SpraySmart Adhesive is used maintenance may be started immediately after installation.
- I. A regular maintenance program must be started after the initial cleaning.
- J. Special Note: When Tarkett SpraySmart Adhesive is used maintenance may be started immediately after installation.

# CONDUCTIVE RESILIENT FLOORING

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Conductive Resilient Flooring

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. Critical Radiant Flux Classification: Class I, not less than 0.45 watts per square centimeter.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.

## CONDUCTIVE RESILIENT FLOORING

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- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### PART 2. CONDUCTIVE RESILIENT FLOORING

#### 2.1. *KNOWN MANUFACTURER*

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299 E.  
Fax: (440) 543-8920
- F. Email: [info@johnsonite.com](mailto:info@johnsonite.com)
- G. Web: [www.johnsonite.com](http://www.johnsonite.com)

#### 2.2. *ENVIRONMENTAL SUSTAINABILITY NOTES*

- A. Johnsonite offers a RESTART reclamation program for returning unused jobsite scrap
- B. Contains pre and post consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01250
- E. Johnsonite facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

#### 2.3. *GRANIT SD – OR – TORO SC*

- A. Conductive Resilient Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1913 Standard Specification for Vinyl Sheet Floor Covering Without Backing.
  - ii. Backing coated with pure carbon for increased and consistent conductivity
  - iii. Roll/Sheet Width: 6' 6" (2 m).
  - iv. Wear layer/Overall thickness: .080" (2.0 mm).
  - v. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.5 or greater.
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - viii. ASTM F 150: Electrical Resistance:
    - ix. Granit SD: 2.5 x 10<sup>4</sup> to 10<sup>6</sup> ohm.
    - x. Toro SC: 106 to 109 ohm.
- B. GRTSD – R: GRANIT SD (STATIC DISSIPATIVE) Rolls
- C. TOR – R: TORO SC (CONDUCTIVE) Rolls

#### 2.4. *GRANIT SD – OR – TORO SC CONDUCTIVE RESILIENT TILE FLOORING*

- A. Conductive Resilient Tile Flooring with the following physical characteristics:

## CONDUCTIVE RESILIENT FLOORING

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- i. Complies with requirements for ASTM F 1700 Standard Specification for Solid Vinyl Tile.
  - ii. Backing coated with pure carbon for increased and consistent conductivity.
  - iii. Tile size: 24" X 24" (61 X 61 cm).
  - iv. Wear layer/Overall thickness: .080" (2.0 mm).
  - v. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.5 or greater.
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 250 PSI.
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - viii. ASTM F 150: Electrical Resistance:
  - ix. Granit SD: 2.5 x 10<sup>4</sup> to 10<sup>6</sup> ohm.
  - x. Toro SC: 106 to 109 ohm.
- B. GRTSD – JT: GRANIT SD (STATIC DISSIPATIVE) Tile
  - C. TOR – JT: TORO SC (CONDUCTIVE) Tile

### 2.5. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Manufacturer to meet site conditions.
- C. Johnsonite #925 Adhesive for Resilient Flooring.
- D. Johnsonite #906 Conductive Adhesive.
- E. Johnsonite copper grounding strips.

## PART 3. EXECUTION

### 3.1. *EXAMINATION*

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. *PREPARATION*

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion of Conductive Resilient Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the Conductive Resilient Flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of

## **CONDUCTIVE RESILIENT FLOORING**

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the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.

- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- L. The floor must be rigid, free of movement.
- M. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
- N. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.
- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. FLOORING INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
- B. Conductive Resilient Flooring :
- C. Install with Manufacturer adhesive as recommended in Manufacturer Electro Static Installation Instructions and specified for the site conditions and follow adhesive label for proper use.
- D. Install with Manufacturer copper grounding strips per Manufacturer installation instructions.
- E. Install rolls in sequential order following roll numbers on the labels.
- F. Reverse sheets unless instructed otherwise in Manufacturer Installation Instructions.
- G. Roll the flooring in both directions using a 100 pound three-section roller.

## **CONDUCTIVE RESILIENT FLOORING**

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- H. Conductive Resilient Sheet Flooring must be welded.
- I. Note: It is recommended to heat weld seams to provide a more sterile and water tight seam.
- J. Conductive Resilient Flooring Tile does not require welded seams.
- K. Manufacturer Conductive Resilient Sheet Flooring may be flash coved.
- L. Use Johnsonite CFS-000-A Cove Filler Strip.
- M. Net fit flooring material into the appropriate Manufacturer cove cap.

### **3.4. *CLEANING AND PROTECTION***

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - C. Remove adhesive and other blemishes from exposed surfaces.
  - D. Sweep and vacuum surfaces thoroughly.
  - E. Damp-mop surfaces to remove marks and soil.
  - F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
  - G. No traffic for 24 hours after installation.
  - H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
  - I. Cover resilient products until Substantial Completion.
  - J. Wait 72 hours after installation before performing initial cleaning.
  - K. A regular maintenance program must be started after the initial cleaning.



# RESILIENT ATHLETIC FLOORING INCLUDING HETEROGENEOUS VINYL AND RUBBER

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Athletic Flooring

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, include printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
- B. Critical Radiant Flux Classification: Class I, not less than 0.45 watts per square centimeter.
- C. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.

## **RESILIENT ATHLETIC FLOORING INCLUDING HETEROGENEOUS VINYL AND RUBBER**

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- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### **PART 2. RESILIENT ATHLETIC FLOORING**

#### **2.1. KNOWN MANUFACTURER**

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299 E.  
Fax: (440) 543-8920
- F. Email: [info@johnsonite.com](mailto:info@johnsonite.com)
- G. Web: [www.johnsonite.com](http://www.johnsonite.com)

#### **2.2. ENVIRONMENTAL SUSTAINABILITY NOTES**

- A. Johnsonite offers a RESTART reclamation program for returning unused jobsite scrap
- B. Vinyl Athletic Sheet contains pre and post consumer recycle content
- C. Rubber Athletic Tile Flooring contains pre consumer recycle content
- D. Rubber Athletic Sheet Flooring contains post consumer recycle content
- E. 100% Recyclable
- F. SCS FloorScore® Certified and meets California Specifications Section 01250
- G. Johnsonite facilities are ISO 9001 and ISO 14001 Certified
- H. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com).

#### **2.3. HETEROGENEOUS VINYL RESILIENT ATHLETIC SHEET FLOORING: TRAINING**

- A. Specify – Heterogeneous Vinyl Resilient Athletic Sheet Flooring with the following physical characteristics:
  - i. Complies with requirements for ASTM F 1303 Standard Specification for Sheet Vinyl Sheet Floor Covering With Backing, Type I Grade 1, Class C.
  - ii. Constructed with a .028" (0.7 mm) thick urethane coated clear wear layer.
  - iii. Roll/Sheet Width: 6' 6" (2 m).
  - iv. Wear layer/Overall thickness: .197" (5.0 mm).
  - v. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring or 0.6 or greater.
  - vi. ASTM F 970, Standard Test Method for Static Load Limit – 175 PSI.
  - vii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. TRN – R: TRAINING Rolls

#### **2.4. RESILIENT RUBBER ATHLETIC SHEET FLOORING: COMMOTION (REPLAY)**

## **RESILIENT ATHLETIC FLOORING INCLUDING HETEROGENEOUS VINYL AND RUBBER**

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- A. Resilient Rubber Athletic Sheet Flooring with the following physical characteristics:
  - i. Manufactured from a composition of recycled truck tire crumb rubber encapsulated in a urethane binder.
  - ii. Overall thickness:
  - iii. 1/4" (6.35 mm). iv. 3/8" (9.5 mm).
  - v. Roll/Sheet Width: 4' (1.22 m).
  - vi. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
  - vii. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring or 0.6 or greater.
  - viii. ASTM F 970, Standard Test Method for Static Load Limit – passes 250 PSI.
  - ix. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
  - x. ASTM D 2859 Standard Test Method for Ignition Characteristics of Finished Floor Covering Materials (Pill Test): passes with greater than 1" of un-charred area.
- B. COMR: COMMOTION (Replay) Rolls

### **2.5. RESILIENT RUBBER ATHLETIC TILE FLOORING: COMMOTION (REPLAY)**

- A. Resilient Rubber Athletic Tile Flooring with the following physical characteristics:
  - i. Manufactured from a composition of recycled truck tire crumb rubber encapsulated in a urethane binder.
  - ii. Overall thickness: 3/8" (9.5 mm).
  - iii. Tile texture and color:
  - iv. Hammered Textured Speckled Color.
  - v. Hammered Textured Solid Color.
  - vi. Tile style and size:
  - vii. Square Edge (glue down) 24" X 24" (61 cm X 61 cm).
  - viii. Interlocking (loose lay) 23" X 23" (58.42 cm X 58.42 cm).
  - ix. ASTM D 2240 Standard Test Method for Rubber Property—Durometer Hardness: 65 Shore A.
  - x. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring or 0.6 or greater.
  - xi. ASTM F 970, Standard Test Method for Static Load Limit – passes 250 PSI.
  - xii. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
  - xiii. ASTM D 2859 Standard Test Method for Ignition Characteristics of Finished Floor Covering Materials (Pill Test): passes with greater than 1" of un-charred area.
- B. COMT: COMMOTION (REPLAY) SQUARE EDGE Tile
- C. COMI: COMMOTION (REPLAY) INTERLOCKING Tile

### **2.6. INERTIA RUBBER ATHLETIC TILE**

- A. Resilient Rubber Athletic Tile Flooring with the following physical characteristics:

## RESILIENT ATHLETIC FLOORING INCLUDING HETEROGENEOUS VINYL AND RUBBER

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- i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile Class 1-A and 1-B.
  - ii. Tile manufactured of dual durometer layers composed of 100% synthetic and natural rubber.
  - iii. Tile is two-ply vulcanized construction which incorporates a rubber wear layer and an elastic cushioned performance layer.
  - iv. Wear layer thickness: .090" (2.3 mm).
  - v. Overall thickness:
  - vi. 1/4" [.250" (6.4 mm)].
  - vii. 3/8" [.375" (9.53 mm)].
  - viii. Square Edge (glue down) Tile Size: 24" X 24" (61 cm X 61 cm).
  - ix. UnderLock (loose lay) Tile Size: 24" X 24" (61 cm X 61 cm).
  - x. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring: .6 or greater.
  - xi. ASTM F 970, Standard Test Method for Static Load Limit – passes 250 PSI.
  - xii. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
  - xiii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. Tile design, texture, and color:
- i. Square Edge (glue down) Hammered Texture Overall thickness: 1/4" [.250" (6.4 mm)], Solid and Speckled Colors.
  - ii. UnderLock (loose lay) Hammered Texture Overall thickness: 1/4" [.250" (6.4 mm)], Solid Color and Speckled Color.
  - iii. UnderLock (loose lay) Fast Lane Texture Overall thickness 3/8" [.375" (9.53 mm)], Solid Color.
- C. INRH: Inertia Hammered Texture, Glue-down Installation Tile  
D. INRHU: Inertia Underlock Loose Lay  
E. INRCFLU: Inertia Fast Lane Underlock Loose Lay

### 2.7. TRIUMPH RUBBER ATHLETIC TILE

- A. Resilient Rubber Athletic Tile Flooring with the following physical characteristics:
- i. Complies with requirements for ASTM F 1344 Standard Specification for Rubber Floor Tile Class 1-A and 1-B.
  - ii. Tile manufactured of dual durometer layers composed of 100% synthetic and natural rubber.
  - iii. Tile is two-ply vulcanized construction which incorporates a rubber wear layer and an elastic cushioned performance layer.
  - iv. Spike and Skate resistant.
  - v. Wear layer thickness: .090" (2.3 mm).
  - vi. Overall thickness: 3/8" [.375" (9.5 mm)].
  - vii. Square Edge (glue down) Tile size: 24" X 24" (61 cm X 61 cm).
  - viii. UnderLock (loose lay) Tile size: 24" X 24" (61 cm X 61 cm).
  - ix. Interlocking (loose lay) Tile size: 23.5" X 23.5" (59.7 cm X 59.7 cm).
  - x. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - xi. ASTM F 970, Standard Test Method for Static Load Limit – passes 250 PSI.

## RESILIENT ATHLETIC FLOORING INCLUDING HETEROGENEOUS VINYL AND RUBBER

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- xii. ASTM D 3389 Standard Test Method for Coated Fabrics Abrasion Resistance: < 1.00 gram weight loss.
- xiii. ASTM E 648, Standard Test method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. Tile design, texture, and color:
  - i. Square Edge (glue down) Hammered Texture: Solid Color and Speckled Color.
  - ii. UnderLock (loose lay) Hammered Texture: Solid Color and Speckled Color.
  - iii. Interlocking (loose lay) Hammered Texture: Speckled Color.
- C. SMH: Triumph Hammered Texture, Glue-down Installation Tile
- D. SMHU: Triumph Underlock Loose Lay
- E. SMHI: Triumph Interlocking Loose Lay

### 2.8. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: As recommended by Manufacturer to meet site conditions.
- C. Heterogeneous Vinyl Resilient Athletic Sheet Flooring.
- D. Johnsonite #925 Resilient Flooring Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Resilient Rubber Athletic Flooring.
- G. Johnsonite #965 Flooring and Tread Adhesive.
- H. Johnsonite #975 Two-Part Urethane Adhesive.

## PART 3. EXECUTION

### 3.1. *EXAMINATION*

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. *PREPARATION*

- A. Prepare substrates according to Manufacturer written instructions to ensure adhesion [or acceptance] of Resilient Athletic Flooring.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate paint, coatings and other substances that are incompatible with adhesives or contain soap, wax, oil, solvents, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient athletic flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of

## **RESILIENT ATHLETIC FLOORING INCLUDING HETEROGENEOUS VINYL AND RUBBER**

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- the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
  - F. For glue down tile:
  - G. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
  - H. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
  - I. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
  - J. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
  - K. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
  - L. For loose lay (UnderLock, Interlocking) Tile:
  - M. The Moisture Vapor Emission Rate (MVER) of the concrete will have no measurable effect on the UnderLock or Interlocking Tile as they are not adhered to the concrete substrate.
  - N. Moisture testing must be conducted to identify if the MVER of the concrete is within the approved limits of the patching compound manufacturers specifications. (Follow patching compound manufactures instructions for proper selection and use.)
  - O. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
  - P. The floor must be rigid, free of movement.
  - Q. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
  - R. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
  - S. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
  - T. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
  - U. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
  - V. Floor covering shall not be installed over expansion joints.
  - W. Do not install resilient products until they are same temperature as the space where they are to be installed.
  - X. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
  - Y. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. RESILIENT ATHLETIC FLOORING INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient athletic flooring.
- B. Resilient Athletic Vinyl and Rubber Sheet Flooring:

## **RESILIENT ATHLETIC FLOORING INCLUDING HETEROGENEOUS VINYL AND RUBBER**

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- C. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.
- D. Install rolls in sequential order following roll numbers on the labels.
- E. Reverse sheets unless instructed otherwise in Manufacturer Installation Instructions.
- F. Roll the flooring in both directions using a 100 pound three-section roller.
- G. Resilient Athletic Vinyl Sheet Flooring must be heat welded.
- H. Manufacturer Resilient Vinyl Sheet Flooring may be flash coved.
- I. Use Johnsonite CFS-00-A Cove Filler Strip.
- J. Net fit flooring material into the appropriate Manufacturer cove cap.
- K. Resilient Athletic Vinyl and Rubber Tile Flooring:
- L. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.
- M. Do not Quarter Turn tile.
- N. Roll the flooring in both directions using a 100 pound three-section roller.
- O. Resilient Athletic Loose Lay UnderLock and Interlocking Tile Flooring:
- P. Do not adhere Loose Lay tile to substrate.
- Q. Roll the flooring tabs with a hand roller.

### **3.4. *CLEANING AND PROTECTION***

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. No traffic for 24 hours after installation.
- H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
- I. Cover resilient products until Substantial Completion.
- J. Wait 72 hours after installation before performing initial cleaning
- K. A regular maintenance program must be started after the initial cleaning.

# REMOVAL AND SALVAGE OF MATERIALS

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Procedures for reclamation of installation waste of Manufacturer resilient sheet and tile flooring

### *1.3. SUBMITTALS*

- A. Proposed packing and transportation measures.
- B. Reclamation agency records indicating receipt and disposition of Manufacturer Resilient installation scrap.

### *1.4. QUALITY ASSURANCE*

- A. Reclamation Agency: Designate the Johnsonite Restart Reclamation Program
- B. Regulatory Requirements: Comply with governing regulations. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Record off-site removal of debris and materials and provide the following information regarding the removed materials. Time and Date of Removal; Type of Material; Weight and Quantity of Materials; Final Destination of Materials.
- D. Certification: Johnsonite shall certify in writing that the Manufacturer resilient flooring installation waste was removed and recycled in accordance with the Manufacturer Restart Reclamation Program.

### *1.5. PROJECT CONDITIONS*

- A. Environmental Requirements: Obtain approval of Owner {Facilities Manager, Construction Administrator} before performing operations which generate contaminants.

### *1.6. RESILIENT SHEET and TILE FLOORING*

- A. Johnsonite Reuse and Reclamation Program

## **PART 2. EXECUTION**

### *2.1. EXAMINATION*

- A. All material must be free of adhesive and other contaminants (clean, uninstalled remnants or remaining full pieces).
- B. The returned materials are to contain ONLY flooring and/or wall base (no other job-site trash) or Program Certificate for the return will not be awarded.

### *2.2. PREPARATION*



## REMOVAL AND SALVAGE OF MATERIALS

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- A. Order a ReStart kit (Item #095100-913) and obtain a Return Authorization from Johnsonite by calling the Johnsonite Returns Coordinator at 1.800.899.8916, ext. 9223. Return Authorization forms and a Return Kit will be sent to you.
- B. The kit will include the following:
  - i. 4 sets of 5 labels, color coded by product category
  - ii. 4 bags
  - iii. 4 straps
  - iv. 1 instruction sheet
- C. Collect all appropriate Johnsonite Resilient Installation waste.
- D. The products that are a part of this program are:
  - i. Johnsonite Rubber Flooring
  - ii. Rubber and Vinyl Stair Treads
  - iii. Wall Base
  - iv. Accessories
  - v. Homogeneous Sheet/Tile
  - vi. Heterogeneous Sheet/Tile
  - vii. Linoleum flooring
- E. The uninstalled job site scrap materials may be returned for reuse or repurpose under the following guidelines:
  - i. Job scrap materials containing competitors' products will not be accepted.
  - ii. All material must be free of adhesive and other contaminants (clean, uninstalled remnants or remaining full pieces).
  - iii. Material must be separated by category into appropriate container [bag].

### 2.3. PROCESS

- A. Separate according to the following categories and pack into supplied bags and label according to product type, as listed below:
  - i. Rubber Tile and Stair Treads – Blue Contents Label
  - ii. Tiles and Treads WITHOUT Visually Impaired Striping and WITHOUT Cork can be mixed together in the same bag
  - iii. Treads with Visually Impaired Striping (with or without Cork) must be packaged separately.
  - iv. Tiles with Cork must be packaged separately.
  - v. All colors can be mixed together in the same bag
  - vi. Full pieces may be returned with remnants
  - vii. Check off what is in the bag on the Contents Label and apply to bag.
- B. Wall Base, Vinyl Stair Treads, Accessories (ex., Transitions) - Purple Contents Label
  - i. All can be mixed together in the same bag
  - ii. All colors can be mixed together in the same bag
  - iii. Full pieces may be returned with remnants
  - iv. Check off what is in the bag on the Contents Label and apply to bag.
- C. LVT: Homogeneous and Heterogeneous Sheet & Tile & Luxury Vinyl Tile – Pink Contents Label
  - i. Homogeneous and Heterogeneous products cannot be mixed in the same bag

## REMOVAL AND SALVAGE OF MATERIALS

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- ii. All Homogeneous products can be mixed together (Optima, Granit, Granit Acoustiflor, Granit SD, Toro SC, Granit Multisafe, Melodia, Aria, and Contract Plus)
- iii. All colors can be mixed together in the same bag
- iv. Full pieces may be returned with remnants
- v. Check off what is in the bag on the Contents Label and apply to bag
- D. All Heterogeneous products can be mixed together (Acczent Wood, Acczent Steel, Training, ID Premier, and Space)
  - i. All colors can be mixed together in the same bag
  - ii. Full pieces may be returned with remnants
  - iii. Check off what is in the bag on the Contents Label and apply to bag
- E. Linoleum Sheet & Tile – Green Contents Label
  - i. All colors can be mixed together in the same bag
  - ii. Full pieces may be returned with remnants
  - iii. Check off what is in the bag on the Contents Label and apply to bag

### 2.4. *SHIPMENT AND DISPOSAL OF PRODUCT*

- A. Forward required paperwork with shipment by attaching a copy of the Return Authorization paperwork to the bag in a prominent position, along with the “Contents Sticker” with the contents contained checked off.
- B. Mark all containers as detailed in the instructions included in the ReStart kit.
- C. Secure material for shipment to skid using yellow straps enclosed in ReStart kit.
- D. Johnsonite will not be arranging for shipment or taking materials back on customer delivery trucks.
- E. Please send prepaid to: Johnsonite Distribution Center, 16077 Industrial Parkway, Middlefield, OH 44062, Attention: ReStart Program – Return Authorization #\_\_\_\_\_.

# RESILIENT WALL BASE – CONTOURED AND DEMOUNTABLE

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Wall Base

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## RESILIENT WALL BASE – CONTOURED AND DEMOUNTABLE

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### PART 2. PRODUCTS

#### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299

#### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES FOR RESILIENT TILE FLOORING

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Contains pre consumer and post consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01350
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Manufacturer home page at [www.johnsonite.com](http://www.johnsonite.com)

#### 2.3. MILLWORK RESILIENT WALL BASE

- A. Millwork Resilient Wall Base with the following physical characteristics:
  - i. Millwork profiles replicate the look of finely milled wood.
  - ii. Manufactured from a proprietary thermoplastic rubber formulation.
  - iii. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
  - iv. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - v. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.
  - vi. Hardness: ASTM D 2240 – Not less than 85 Shore A.
- B. Diplomat® profile – 3/8" (9.52 mm) thick by 4.5" (11.43 cm) height wall base
- C. Overlook® profile – 1/4" (6.35 mm) thick by 7.5" (19.05 cm) height wall base
- D. Outline® profile – 5/16" (7.95 mm) thick by 3.5" (8.89 cm) height wall base
- E. Attache® profile – 1/4" (6.35 mm) thick by 6" (15.24 cm) height wall base
- F. Reveal® 4.25" profile – 1/4" (6.35 mm) thick by 4.25" (10.8 cm) height wall base
- G. Reveal 6" profile – 1/4" (6.35 mm) thick by 6" (15.24 cm) height wall base
- H. Reveal 8" profile – 1/4" (6.35 mm) thick by 8" (20.32 cm) height high wall base
- I. Inflection profile – 3/8" (9.52 mm) thick by 5.25" (13.34 cm) height wall base
- J. Mandalay 2.5" profile – 3/8" (9.52 mm) thick by 2.5" (6.35 cm) height wall base
- K. Mandalay 3" profile – 3/8" (9.52 mm) thick by 3" (7.62 cm) height wall base
- L. Mandalay 4.5" profile – 3/8" (9.52 mm) thick by 4.5" (11.43 cm) height wall base
- M. Mandalay 6" profile – 3/8" (9.52 mm) thick by 6" (15.24 cm) height wall base
- N. Silhouette® profile – 1/2" (12.5 mm) thick by 4" (10.16 cm) height wall base
- O. Ambassador profile – 3/8" (9.52 mm) thick by 4" (10.16 cm) height wall base
- P. Envoy profile – 3/4" (19.05 mm) thick by 5.5" (13.97 cm) height wall base

## RESILIENT WALL BASE – CONTOURED AND DEMOUNTABLE

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- Q. Monarch® profile – 3/16" (4.83 mm) thick by 6" (15.24cm) height wall base
- R. Monarch 8" profile – 3/16" (4.83 mm) thick by 8" (20.32cm) height wall base
- S. Oblique profile – 3/8" (9.53 mm) thick by 3" (7.62 cm) height wall base
- T. Emissary (with toe) profile – 3/8" (9.53 mm) thick by 4.5" (11.43 cm) height wall base
- U. Equinox profile – 3/8" (9.53 mm) thick by 4.5" (11.43 cm) height wall base
- V. Delinate profile – 3/8" (9.53 mm) thick by 4" (10.16 cm) height wall base
- W. Viewpoint profile – 3/8" (9.53 mm) thick by 4" (10.16 cm) height wall base
- X. Classic profile – 3/8" (9.53 mm) thick by 5 1/4" (13.34 cm) height wall base
- Y. Shoe Moulding profile – 1/4" (.635 mm) thick by 1.5" (3.81cm) height wall base
- Z. QTR – A: 1/2" Quarter Round profile
- AA. QTR – D: 3/4" Quarter Round profile

### 2.4. *REPLACE® DEMOUNTABLE RESILIENT WALL BASE*

- A. rePlace Track is required for all rePlace Demountable profiles.
- B. rePlace Demountable Wall Base with the following physical characteristics:
  - i. Conforms to U.S. Patent #6,122,872 and other patents pending.
  - ii. Manufactured from a proprietary thermoplastic rubber formulation.
  - iii. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
  - iv. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - v. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.
  - vi. Hardness: ASTM D 2240 – Not less than 85 Shore A.
- C. RBT – 00: rePlace Track
- D. Prominent™ profile – 7/16" (1.11 mm) thick by 4-3/8" (11.11cm) height wall base
- E. Tempo™ profile – 7/16" (1.11 mm) thick by 4-3/8" (11.11cm) height wall base
- F. Gepetto™ profile – 7/16" (1.11 mm) thick by 4-3/8" (11.11cm) height wall base
- G. Inside Corner profile – 4 5/8" (11.75cm) height wall
- H. Outside Corner profile – 4 5/8" (11.75cm) height wall base
- I. Right End Stop profile – 4 5/8" (11.75cm) height wall base
- J. Left End Stop profile – 4 5/8" (11.75cm) height wall base

### 2.5. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Manufacturer to meet site conditions.
- C. Johnsonite #960 Cove Base Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive.
- E. rePlace does not require adhesive.

## PART 3. EXECUTION

### 3.1. *EXAMINATION*

## **RESILIENT WALL BASE – CONTOURED AND DEMOUNTABLE**

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- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2. PREPARATION**

- A. Prepare substrates according to Manufacturer's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. RESILIENT BASE INSTALLATION**

- A. Comply with Manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere Millwork resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed corners: Install preformed corners if available before installing straight pieces.
- G. Millwork profiles – job-formed corners:
- H. Outside corners: Use straight pieces of maximum lengths possible and miter corners to fit.
- I. Inside corners: Butt one piece to corner then scribe next piece to fit.
- J. rePlace profiles – use manufactured corner profiles:

### **3.4. CLEANING AND PROTECTION**

- A. Comply with Manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - C. Remove adhesive and other blemishes from exposed surfaces.
  - D. Damp-mop surfaces to remove marks and soil.
  - E. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- F. Cover resilient products until Substantial Completion.

## **RESILIENT WALL BASE – TRADITIONAL AND VINYL**

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### **PART 1. GENERAL**

#### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### *1.2. SUMMARY*

- A. Section Includes: Resilient Wall Base.

#### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

#### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

#### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

#### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## RESILIENT WALL BASE – TRADITIONAL AND VINYL

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### PART 2. RESILIENT WALL BASE

#### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023 B.  
Phone: (800) 899-8916 or (440) 543-8916
- C. Technical Assistance: Ext 9297
- D. Samples: Ext 9299

#### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap.
- B. Wall base contains preconsumer recycled content.
- C. 100% recyclable
- D. SCS FloorScore Certified and meets California Specifications Section 01350
- E. Manufacturer's facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Johnsonite's home page at [www.johnsonite.com](http://www.johnsonite.com).

#### 2.3. TRADITIONAL WALL BASE

- A. Manufactured from a proprietary thermoplastic rubber formulation.
- B. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
- C. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- D. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class A, Smoke <450.
- E. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
- F. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
- G. Traditional Rubber Wall Base 1/8" thick
  - i. DCT: Toeless Straight - Toeless not available in 8" or 10" heights
  - ii. DC: Toe
  - iii. Height: 2 1/2" or 4" or 4 1/2" or 6" or 8" or 10"
  - iv. Length: 120' coils for 2 1/2" or 4" or 4 1/2" height or 100' coils for 6" heights or 50' coils for 8" or 10" height or 4' lengths for all heights except 8" or 10"
- H. Traditional Rubber Wall Base Preformed Corners 1/8" thick with 4" returns
  - i. Preformed Corners not available in 8" or 10" heights
  - ii. DCT: Toeless Straight
  - iii. DC: Toe
  - iv. Height: 2 1/2" or 4" or 4 1/2" or 6"
  - v. LOC: Outside corners
  - vi. LIC: Inside corners

#### 2.4. TRADITIONAL VINYL WALL BASE

- A. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).



## RESILIENT WALL BASE – TRADITIONAL AND VINYL

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- B. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TV, Group 1.
- C. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- D. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke <450.
- E. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
- F. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
- G. Traditional Vinyl Wall Base 1/8" or .080" thick
  - i. CBT: Toeless Straight
  - ii. CB: Toe
  - iii. Height: 2 1/2" or 4" or 6"
  - iv. Length: 4' lengths for all heights or 120' coils for all .080" thick wall base or 120' coils for 2 1/2" or 4" height 1/8" thick wall base or 100' coils for 6" height 1/8" thick wall base
  - v. Thickness: 1/8" or .080"
- H. Traditional Vinyl Wall Base Preformed Corners 1/8" or .080" thick with 4" returns
  - i. CBT: Toeless Straight
  - ii. CB: Toe
  - iii. Height [2 1/2" or 4" or 6"
  - iv. LOC: Outside corners
  - v. LIC: Inside corners
  - vi. Thickness: 1/8" or .080"

### 2.5. PERCEPTIONS™ RUBBER WALL BASE

- A. Perceptions Rubber Wall Base with the following physical characteristics:
  - i. Manufactured from a proprietary thermoplastic rubber formulation.
  - ii. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP, Group 1.
  - iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class A, Smoke <450.
  - v. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
  - vi. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
- B. Recess™ profile with Toe – 1/8" thick by 4 1/4" height wall base
- C. Recess profile without Toe – 1/8" thick by 4 1/4" height wall
- D. Spire™ profile with Toe – 1/8" thick by 4 1/4" height wall base
- E. Quad™ profile with Toe – 1/8" thick by 4 1/4" height wall base
- F. Perceptions Rubber Wall Base Preformed Corners 1/8" thick with 4" returns
- G. Preformed corners for Recess profile with Toe – 1/8" thick by 4 1/4" wall base

## RESILIENT WALL BASE – TRADITIONAL AND VINYL

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- H. Preformed corners for Recess profile without Toe – 1/8" thick by 4 1/4" wall base
- I. Preformed corners for Spire profile with Toe – 1/8" thick by 4 1/4" wall base
- J. Preformed corners for Quad profile with Toe – 1/8" thick by 4 1/4" wall base

### 2.6. *TIGHTLOCK® CARPET AND RESILIENT WALL BASE*

- A. TightLock Carpet or Resilient, Vinyl or Rubber Wall Base with the following physical characteristics:
  - i. United States Patent #5,212,923; Canadian Patent #D Solutions 4 and other patents pending.
  - ii. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP (thermoplastic rubber) or Type TV (thermoplastic vinyl), Group 1.
  - iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class A, Smoke <450.
  - v. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
  - vi. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
  - vii. Wedge shaped profile.
- B. TightLock Carpet, Vinyl or Rubber Wall Base
  - i. TCB: Vinyl
  - ii. TDC: Rubber
  - iii. Height: 3 1/4" or 4 1/2" or 6 1/2"
  - iv. Length: 4' lengths or 75' coils
- C. TightLock Resilient, Vinyl or Rubber Wall Base
  - i. TCBR: Vinyl
  - ii. TDCR: Rubber
  - iii. Height: 3 1/8" or 4 3/8" or 6 3/8"
  - iv. Length: 4' lengths or 75' coils
- D. TightLock Carpet, Vinyl or Rubber Wall Base Preformed corners
  - i. TCB: Vinyl
  - ii. TDOC: Rubber
  - iii. Height: 3 1/4" or 4 1/2" or 6 1/2"
- E. TightLock Resilient, Vinyl or Rubber Wall Base Preformed outside corners
  - i. TCBR: Vinyl
  - ii. TDOCR: Rubber
  - iii. Height: 3 1/8" or 4 3/8" or 6 3/8"
- F. OC: Available with vinyl only

### 2.7. *SANITARY BUTT-TO WALL BASE*

- A. Sanitary Butt-To Wall Base with the following physical characteristics:
  - i. Manufactured from a proprietary thermoplastic rubber formulation.
  - ii. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP Group 1.

## RESILIENT WALL BASE – TRADITIONAL AND VINYL

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- iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke <450.
  - v. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
  - vi. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
- B. SB – 100' COILS: Sanitary Butt-To – .110" gauge 4" high with 2" long toe wall base

### 2.8. VENT COVE WALL BASE

- A. Vent Cove Wall Base with the following physical characteristics:
- i. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - ii. Meets performance requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TS Group 1.
  - iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
- B. Vent Cove Base – 4" high 5/16" thick with 3" long toe 3/8" thick wall base
- i. M-900 for color Black
  - ii. M-901 for color Brown
  - iii. 4" height – 4' lengths
- C. Vent Cove Base manufactured outside corners – 4" high 5/16" thick with 3" long toe 3/8" thick wall base
- i. CO-900 for color Black
  - ii. CO-901 for color Brown

### 2.9. INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Manufacturer to meet site conditions.
- C. Johnsonite #960 Cove Base Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive

## PART 3. EXECUTION

### 3.1. EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of

## RESILIENT WALL BASE – TRADITIONAL AND VINYL

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cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. *PREPARATION*

- A. Prepare substrates according to Manufacturer's written instructions to ensure adhesion of resilient wall base.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- C. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- D. Vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3. *RESILIENT BASE INSTALLATION*

- A. Comply with Manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. Preformed corners: Install preformed corners if available before installing straight pieces.
- G. Job-formed corners:
- H. Outside corners: Form by bending without producing discoloration (whitening) at bends.
- I. Inside corners: Butt one piece to corner then scribe next piece to fit.

### 3.4. *CLEANING AND PROTECTION*

- A. Comply with Manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Damp-mop surfaces to remove marks and soil.
- E. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- F. Cover resilient products until Substantial Completion.

# RESILIENT STAIR RISER AND STRINGER

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## PART 1. GENERAL

### 1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2. SUMMARY

- A. Section Includes: Resilient Stair Riser and Stringer.

### 1.3. SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### 1.4. QUALITY ASSURANCE

- A. Mockups: Provide resilient products with mockups specified in other Sections.

### 1.5. DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### 1.6. PROJECT CONDITIONS

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## RESILIENT STAIR RISER AND STRINGER

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### PART 2. RESILIENT RISER AND STRINGER

#### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023
- B. [www.johnsonite.com](http://www.johnsonite.com)
- C. [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.  
Fax: (440) 543-8920

#### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Vinyl Stair Riser and Stringer contain pre consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01350
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

#### 2.3. VINYL STAIR RISER AND STRINGER

- A. Vinyl Stair Riser or Stringer with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Complies with requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TV, Group 1.
  - iii. Hardness: ASTM D 2240 – Not less than 85 Shore A.
  - iv. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
  - v. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
  - vi. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials; Class A, Smoke less than 450.
  - vii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - viii. ASTM E 662, Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials: Less than 450
  - ix. Thickness: .080"
- B. VR: Vinyl Stair Riser
  - i. Vinyl Stair Riser .080" thick, 6" or 7" height and 4' or 50' or 120' length
  - ii. Height [6"] and length [4' or 120']
  - iii. Height [7"] and length [4' or 50']
- C. VS: Vinyl Stair Stringer:
  - i. .080" thick
  - ii. 10" height and 50' long

## **RESILIENT STAIR RISER AND STRINGER**

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### **2.4. RUBBER STAIR RISER AND STRINGER**

- A. Rubber Stair Riser or Stringer with the following physical characteristics:
  - i. Manufactured from a proprietary thermoplastic rubber formulation.
  - ii. Complies with requirements for ASTM F 1861 Standard Specification for Resilient Wall Base, Type TP [Marbleized color is Type TS], Group 1.
  - iii. Hardness: ASTM D 2240 – Not less than 85 Shore A.
  - iv. Flexibility: Does not crack, break, or show any signs of fatigue when bent around a 1 1/4" diameter cylinder when tested according to ASTM F 137 Standard Test Method for Flexibility of Resilient Flooring Materials protocols.
  - v. Color Stability: Meets or exceeds ASTM F 1861 requirements for color stability when tested to ASTM F 1515 Standard Test Method for Measuring Light Stability of Resilient Flooring protocols.
  - vi. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials; Class A, Smoke less than 450.
  - vii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - viii. ASTM E 662, Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials: Less than 450
  - ix. Thickness: .080"
- B. RR: Rubber Stair Riser
  - i. 1/8" thick, 6" or 7" height
  - ii. 4' or 5' or 6' or 50' or 100' length
  - iii. Solid color or marbleized color
  - iv. Follow color number with 'M' if using a marbleized color.
  - v. Height: 6"
  - vi. Length: 4' or 100'
  - vii. 100' not available for Marbleized color
  - viii. Height: 7"
  - ix. Length: 4' or 5' or 6' or 50'
  - x. 50' not available for Marbleized color
- C. RS: Rubber Stair Stringer
  - i. .080" or 1/8" thick, 10" height and 6' long solid color or Marbleized color
  - ii. Follow color number with 'M' if using a marbleized color
  - iii. Thickness: .080" thickness for solid color – or – 1/8" for marbleized color

### **2.5. INSTALLATION MATERIALS**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Manufacturer to meet site conditions.
- C. Johnsonite #965 Flooring and Tread Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive.

## **PART 3. EXECUTION**

### **3.1. EXAMINATION**

## RESILIENT STAIR RISER AND STRINGER

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- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood substrates
- L. The substrate must be rigid, free of movement.
- M. Single wood and tongue and groove substrate should be covered with 1/4" (6.4 mm) or 1/2" (13 mm) APA approved underlayment plywood.
- N. Use 1/4" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use 1/2" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.



## **RESILIENT STAIR RISER AND STRINGER**

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- R. Do not install resilient products until they are same temperature as the space where they are to be installed.
- S. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- T. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. *RESILIENT RISER AND STRINGER INSTALLATION***

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Riser and Stringer:
- C. Tightly adhere to substrates throughout length of each piece.
- D. Install as equal-length units, install to produce a flush joint between units.

### **3.4. *CLEANING AND PROTECTION***

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - C. Remove adhesive and other blemishes from exposed surfaces.
  - D. Sweep and vacuum surfaces thoroughly.
  - E. Damp-mop surfaces to remove marks and soil.
  - F. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. Cover resilient products until Substantial Completion.

## **RESILIENT STAIR TREADS**

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### **PART 1. GENERAL**

#### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### *1.2. SUMMARY*

- A. Section Includes: Resilient Eco Naturals and Photoluminescent Stair Tread.

#### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

#### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

#### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## RESILIENT STAIR TREADS

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### 1.6. *PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## **PART 2. RESILIENT ECO NATURALS, DEFIANT, AND PHOTOLUMINESCENT STAIR TREADS**

### 2.1. *KNOWN MANUFACTURER*

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023
- B. [www.johnsonite.com](http://www.johnsonite.com)
- C. [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.  
Fax: (440) 543-8920

### 2.2. *ENVIRONMENTAL SUSTAINABILITY NOTES*

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Eco Naturals Eco-Shell contains 7% rapidly renewable cork and walnut shell
- C. Eco Naturals Corktones contains 2.5% rapidly renewable cork
- D. Defiant specially formulated for areas exposed to oils and greases
- E. 100% Recyclable
- F. SCS FloorScore® Certified and meets California Specifications Section 01350
- G. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- H. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

## RESILIENT STAIR TREADS

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- 2.3. *ECO-SHELL WITH CORK STAIR TREAD WITH INTEGRATED RISER*
- A. Eco-Shell with Cork Stair Tread with Integrated Riser with the following physical characteristics:
    - i. Manufactured from a homogeneous composition of 100% synthetic rubber, cork, and walnut shells.
    - ii. Contains 7% rapidly renewable cork and walnut shell.
    - iii. Complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TS, Class 2, Group 1 and 2.
    - iv. Hardness: ASTM D 2240 – Not less than 85 Shore A.
    - v. Abrasion Resistance: ASTM D 3389 – less than 1 gram weight loss.
    - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.8 or greater.
    - vii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - B. Integrated tread and riser.
  - C. Visually Impaired treads meet ADA and are California Title 24 Accessibility requirements.
  - D. Visually Impaired treads will have 2" wide contrasting color grit tape insert.
- 2.4. *ECO-SHELL WITH CORK AND INTEGRATED STAIR TREAD AND RISER*
- A. HTREC: Eco-Shell Hammered surface with Cork Speckles integrated stair tread and riser
  - B. 2" height hinged Square Nose
  - C. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - D. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- 2.5. *VISUALLY IMPAIRED ECO-SHELL WITH CORK AND INTEGRATED STAIR TREAD AND RISER*
- A. VIHTREC: Eco-Shell Hammered surface with Cork Speckles integrated stair tread and riser
  - B. 2" height hinged Square Nose
  - C. Tapering .210" to .153"
  - D. 20" overall width including 13" tread depth with 7" integrated riser
  - E. 2" contrasting color grit tape insert
  - F. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- 2.6. *CORK SPECKLED CORKTONES RESILIENT STAIR TREAD with INTEGRATED RISER*
- A. Cork Speckled CorkTones Stair Tread with Integrated Riser with the following physical characteristics:
    - i. Manufactured from a homogeneous composition of 100% synthetic rubber and cork.
    - ii. Contains 2.5% rapidly renewable cork.

## RESILIENT STAIR TREADS

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- iii. Complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TS, Class 2, Group 1 and 2.
  - iv. Hardness: ASTM D 2240 – Not less than 85 Shore A.
  - v. Abrasion Resistance: ASTM D 3389 – less than 1 gram weight loss.
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.8 or greater.
  - vii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - viii. Integrated tread and riser.
- B. Visually Impaired treads meet ADA and are California Title 24 Accessibility requirements.
- C. Visually Impaired treads will have 2" wide contrasting color grit tape insert.
- 2.7. *CORKTONES WITH CORK SPECKLES AND INTEGRATED STAIR TREAD AND RISER*
- A. HTRCT: CorkTones Hammered surface with Cork Speckles integrated stair tread and riser
- i. 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - ii. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- B. Visually Impaired CorkTones with Cork Speckles and Integrated Stair Tread and Riser
- C. VIHTRCT: CorkTones Hammered surface with Cork Speckles integrated stair tread and riser
- i. 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert
  - ii. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- 2.8. *RESILIENT DEFIANT STAIR TREAD*
- A. Defiant Oil and Grease Resistant Rubber Stair Tread with Integrated Riser
- B. Physical characteristics:
- i. Manufactured from a homogeneous composition of 100% synthetic rubber specifically formulated for areas exposed to oils and greases.
  - ii. Complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TS, Class 2.
  - iii. Hardness: ASTM D 2240 – Not less than 85 Shore A.
  - iv. Abrasion Resistance: ASTM D 3389 – less than 1 gram weight loss.
  - v. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.8 or greater.
  - vi. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- C. Integrated tread and riser.
- 2.9. *DEFIANT OIL AND GREASE RESISTANT WITH INTEGRATED STAIR TREAD & RISER*
- A. Defiant Oil and Grease Resistant Raised Square surface
- B. Integrated stair tread and riser
- C. Square Nose, 20" overall width including 13" tread depth with 7" integrated riser
- D. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'

## RESILIENT STAIR TREADS

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- E. GRRTR for solid color
- F. GRRTRP for Marbleized color
- G. GRRTRSP for speckled color

### 2.10. RESILIENT PHOTOLUMINESCENT RUBBER STAIR TREAD WITH OR WITHOUT RISER

- A. Photoluminescent Rubber Stair Tread with or without Riser with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - ii. Complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TS, Class 2, Group 2.
  - iii. Tensile Strength: ASTM D 412 – 1200 PSI.
  - iv. Hardness: ASTM D 2240 – Not less than 85 Shore A.
  - v. Abrasion Resistance: ASTM D 3389 – less than 1 gram weight loss.
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. Tread without riser.
- C. Visually Impaired treads meet ADA and are California Title 24 Accessibility requirements.
- D. Visually Impaired treads will have 2" wide contrasting Photoluminescent color tape insert.

### 2.11. VISUALLY IMPAIRED SOLID COLOR STANDARD RUBBER STAIR TREADS WITHOUT RISER WITH CONTRASTING PHOTOLUMINESCENT COLOR INSERT

- A. PVIRH: Raised Round
  - i. Visually impaired, solid color without riser, 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting Photoluminescent color grit tape insert
  - ii. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - iii. 'Round Pattern'
- B. PVIRH: Raised Square
  - i. Visually impaired, solid color without riser, 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting Photoluminescent color tape insert
  - ii. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - iii. 'Square Pattern'

### 2.12. VISUALLY IMPAIRED SOLID COLOR STANDARD RUBBER INTEGRATED STAIR TREADS AND RISER WITH CONTRASTING PHOTOLUMINESCENT COLOR INSERT

- A. PVIRTR: Raised Round surface
  - i. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting Photoluminescent color tape insert
  - ii. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
  - iii. 'Round Pattern'

## RESILIENT STAIR TREADS

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- B. PVIRTR: Raised Square surface
  - i. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting Photoluminescent color tape insert
  - ii. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
  - iii. 'Square Pattern'
- C. PVIHTR: Hammered surface
  - i. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting Photoluminescent color tape insert
  - ii. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'

### 2.13. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Manufacturer to meet site conditions.
- C. Johnsonite #965 Flooring and Tread Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Johnsonite #996 Two-Part Epoxy.
- G. Stair Tread and Nose Filler: Johnsonite #930 Two-Part Epoxy Caulking Compound to fill nosing substrates that do not conform to tread contours.

## PART 3. EXECUTION

### 3.1. *EXAMINATION*

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. *PREPARATION*

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the

## RESILIENT STAIR TREADS

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flooring material or used to mark the substrate as they could bleed through and stain the flooring material.

- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood steps/substrates
- L. The substrate must be rigid, free of movement.
- M. Single wood and tongue and groove substrate should be covered with 1/4" (6.4 mm) or 1/2" (13 mm) APA approved underlayment plywood.
- N. Use 1/4" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use 1/2" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.
- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3. *RESILIENT STAIR TREAD AND RISER INSTALLATION*

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Stair Tread and Nosing:
- C. Use Johnsonite #930 Epoxy Caulking Compound to strengthen nosing and fill irregularities in substrates to conform to tread nosing.
- D. Tightly adhere to substrates throughout length of each piece.
- E. For treads installed as separate, equal-length units, install to produce a flush joint between units.

### 3.4. *CLEANING AND PROTECTION*

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.



## **RESILIENT STAIR TREADS**

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- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. Cover resilient products until Substantial Completion.

# RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Integrated Rubber Stair Tread and Riser.

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

# RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

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## PART 2. RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023
- B. [www.johnsonite.com](http://www.johnsonite.com)
- C. [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.  
Fax: (440) 543-8920

### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. 100% Recyclable
- C. SCS FloorScore® Certified and meets California Specifications Section 01350
- D. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- E. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

### 2.3. RESILIENT RUBBER INTEGRATED STAIR TREAD WITH RISER

- A. Rubber Integrated Stair Tread and Riser with the following physical characteristics:
- B. Manufactured from a homogeneous composition of 100% synthetic rubber.
- C. Complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TS, Class 1 and 2, Group 1 and 2.
- D. Tensile Strength: ASTM D 412 – 1200 PSI.
- E. Hardness: ASTM D 2240 – Not less than 85 Shore A.
- F. Abrasion Resistance: ASTM D 3389 – less than 1 gram weight loss.
- G. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
- H. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- I. Integrated tread and riser.
- J. Visually Impaired treads meet ADA and are California Title 24 Accessibility requirements.
- K. Visually Impaired treads will have 2" wide co-extruded contrasting color insert or 2" wide contrasting color grit tape insert.

### 2.4. SOLID COLOR RUBBER INTEGRATED STAIR TREAD AND RISER

- A. RTR: Raised Round surface
  - i. Solid color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
  - v. 'Round Pattern'
- B. RTR: Raised Square surface
  - i. Solid color integrated stair tread and riser

## RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

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- ii. 2" height hinged Square Nose
- iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
- iv. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- v. 'Square Pattern'
- C. HTR: Hammered surface
  - i. Solid color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- D. CTRN: Diamond surface
  - i. Solid color integrated stair tread and riser, 2" height hinged Square Nose
  - ii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iii. Lengths: 3', 3.5', 4', 4.5', 5', or 6'
- E. BMTR: Bamboo surface
  - i. Solid color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', or 6'
- F. CUTR: Cubis surface
  - i. Solid color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', or 6'
- G. CFLTR: Circulinity – Fast Lane surface
  - i. Solid color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', or 6'

### 2.5. *SPECKLED COLOR RUBBER INTEGRATED STAIR TREAD AND RISER*

- A. RTRSP: Raised Round surface
  - i. Speckled color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Raised Round Speckled Color is special order – non-returnable v.  
Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
  - vi. 'Round Pattern'
- B. RTRSP: Raised Square surface
  - i. Speckled color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'

## RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

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- v. 'Square Pattern'
- C. HTRSP: Hammered surface
  - i. Speckled color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- D. CTNRSP: Diamond surface
  - i. Speckled color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', or 6'
- E. BMTRSP: Bamboo surface
  - i. Speckled color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Lengths: 3', 3.5', 4', 4.5', 5', or 6'
- F. CUTRSP: Cubis surface
  - i. Speckled color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Cubis Speckled Color is special order – non-returnable v. Lengths: 3', 3.5', 4', 4.5', 5', or 6'
- G. CFLTRSP: Circulinity – Fast Lane surface
  - i. Speckled color integrated stair tread and riser
  - ii. 2" height hinged Square Nose
  - iii. Tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser
  - iv. Circulinity – Fast Lane Speckled Color is special order – non-returnable v. Lengths: 3', 3.5', 4', 4.5', 5', or 6'

### 2.6. VISUALLY IMPAIRED SOLID COLOR RUBBER INTEGRATED STAIR TREAD AND RISER WITH CONTRASTING COLOR INSERT

- A. Raised Round surface
  - i. VIRTR: 2" contrasting color grit tape insert
  - ii. VIRTRS: 2" contrasting solid color rubber insert
  - iii. VIRTRP: 2" contrasting Prima color rubber insert
  - iv. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - v. Lengths: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
  - vi. 'Round Pattern'
- B. Raised Square surface
  - i. VIRTR: 2" contrasting color grit tape insert
  - ii. VIRTRS: 2" contrasting solid color rubber insert
  - iii. VIRTRP: 2" contrasting Prima color rubber insert

## RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

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- iv. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
- v. Length: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- vi. 'Square Pattern'
- C. HTR: Hammered surface
  - i. VIHTR: 2" contrasting color grit tape insert
  - ii. VIHTRS: 2" contrasting solid color rubber insert
  - iii. VIHTRP: 2" contrasting Prima color rubber insert
  - iv. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - v. Length: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- D. Diamond surface
  - i. VICNTR: 2" contrasting color grit tape insert
  - ii. VICNTRS: 2" contrasting solid color rubber insert
  - iii. VICNTRP: 2" contrasting Prima color rubber insert
  - iv. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - v. Length: 3', 3.5', 4', 4.5', 5', or 6'
- E. Bamboo surface
  - i. VIBMTR: 2" contrasting color grit tape insert
  - ii. VIBMTRS: 2" contrasting solid color rubber insert
  - iii. VIBMTRP: 2" contrasting Prima color rubber insert)
  - iv. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - v. Length: 3', 3.5', 4', 4.5', 5', or 6'
- F. Cubis surface
  - i. VICUTR: 2" contrasting color grit tape insert
  - ii. VICUTRS: 2" contrasting solid color rubber insert
  - iii. VICUTRP: 2" contrasting Prima color rubber insert
  - iv. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - v. Length: 3', 3.5', 4', 4.5', 5', or 6'
- G. Circulinity – Fast Lane surface
  - i. VICFLR: 2" contrasting color grit tape insert
  - ii. VICFLTRS: 2" contrasting solid color rubber insert
  - iii. VICFLTRP: 2" contrasting Prima color rubber insert

## RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

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- iv. Solid color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
- v. Length: 3', 3.5', 4', 4.5', 5', or 6'

### 2.7. VISUALLY IMPAIRED SPECKLED COLOR RUBBER INTEGRATED STAIR TREAD AND RISER

- A. Raised Round surface
  - i. VIRTRSP: 2" contrasting color grit tape insert
  - ii. VIRTRSPS: 2" contrasting solid color rubber insert
  - iii. Speckled color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - iv. Raised Round Speckled Color is special order – non-returnable v. Length: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
  - vi. Round Pattern
- B. RTRSP: Raised Square surface
  - i. VIRTRSP: 2" contrasting color grit tape insert
  - ii. VIRTRSPS: 2" contrasting solid color rubber insert
  - iii. Speckled color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - iv. Length: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
  - v. 'Square Pattern'
- C. Hammered surface
  - i. VIHTRSP: 2" contrasting color grit tape insert
  - ii. VIHTRSPS: 2" contrasting solid color rubber insert
  - iii. Speckled color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - iv. Length: 3', 3.5', 4', 4.5', 5', 6', 7', 8' or 9'
- D. Diamond surface
  - i. VICNTRSP: 2" contrasting color grit tape insert
  - ii. VICNTRSPS: 2" contrasting solid color rubber insert
  - iii. Speckled color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - iv. Length: 3', 3.5', 4', 4.5', 5', or 6'
- E. Bamboo surface
  - i. VIBMTRSP: 2" contrasting color grit tape insert
  - ii. VIBMTRSPS: 2" contrasting solid color rubber insert
  - iii. Speckled color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert

## RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER

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- iv. Length: 3', 3.5', 4', 4.5', 5', or 6'
- F. Cubis surface
  - i. VICUTRSP: 2" contrasting color grit tape insert
  - ii. VICUTRSPS: 2" contrasting solid color rubber insert
  - iii. Speckled color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - iv. Cubis Speckled Color is special order – non-returnable v. Length: 3', 3.5', 4', 4.5', 5', or 6'
- G. CFLTRSP: Circularity – Fast Lane surface
  - i. VICFLTRSP: 2" contrasting color grit tape insert
  - ii. VICFLTRSPS: 2" contrasting solid color rubber insert
  - iii. Speckled color integrated stair tread and riser, 2" height hinged Square Nose, tapering .210" to .153", 20" overall width including 13" tread depth with 7" integrated riser, with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - iv. Circularity – Fast Lane Speckled Color is special order – non-returnable v. Length: 3', 3.5', 4', 4.5', 5', or 6'

### 2.8. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Manufacturer to meet site conditions.
- C. Johnsonite #965 Flooring and Tread Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Johnsonite #996 Two-Part Epoxy.
- G. Stair Tread and Nose Filler: Johnsonite #930 Two-Part Epoxy Caulking Compound to fill nosing substrates that do not conform to tread contours.

## PART 3. EXECUTION

### 3.1. *EXAMINATION*

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. *PREPARATION*

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.



## **RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER**

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- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood steps/substrates
- L. The substrate must be rigid, free of movement.
- M. Single wood and tongue and groove substrate should be covered with 1/4" (6.4 mm) or 1/2" (13 mm) APA approved underlayment plywood.
- N. Use 1/4" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use 1/2" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.
- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. *RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER INSTALLATION***

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Rubber Integrated Stair Tread and Riser:
- C. Use Johnsonite #930 Epoxy Caulking Compound to strengthen nosing and fill irregularities in substrates to conform to tread nosing.
- D. Tightly adhere to substrates throughout length of each piece.

## **RESILIENT RUBBER INTEGRATED STAIR TREAD AND RISER**

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- E. For treads installed as separate, equal-length units, install to produce a flush joint between units.

### **3.4. *CLEANING AND PROTECTION***

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - C. Remove adhesive and other blemishes from exposed surfaces.
  - D. Sweep and vacuum surfaces thoroughly.
  - E. Damp-mop surfaces to remove marks and soil.
  - F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. Cover resilient products until Substantial Completion.

# RESILIENT RUBBER STAIR TREAD WITHOUT RISER

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Rubber Stair Tread without Riser.

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## RESILIENT RUBBER STAIR TREAD WITHOUT RISER

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### PART 2. RESILIENT RUBBER STAIR TREAD WITHOUT RISER

#### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023
- B. [www.johnsonite.com](http://www.johnsonite.com)
- C. [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.  
Fax: (440) 543-8920

#### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. 100% Recyclable
- C. SCS FloorScore® Certified and meets California Specifications Section 01350
- D. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- E. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

#### 2.3. RUBBER STAIR TREAD WITHOUT RISER

- A. Rubber Stair Tread without Riser with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of 100% synthetic rubber.
  - ii. Complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TS, Class 1 and 2, Group 1 and 2.
  - iii. Tensile Strength: ASTM D 412 – 1200 PSI.
  - iv. Hardness: ASTM D 2240 – Not less than 85 Shore A.
  - v. Abrasion Resistance: ASTM D 3389 – less than 1 gram weight loss.
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. Tread without riser.
- C. Visually Impaired treads meet ADA and are California Title 24 Accessibility requirements.
- D. Visually Impaired treads will have 2" wide co-extruded contrasting color insert or 2" wide contrasting color grit tape insert.

#### 2.4. SOLID COLOR STANDARD RUBBER TREADS WITHOUT RISER

- A. G: Heavy Duty Safe-T-Grip surface
  - i. Solid color without riser, 1 7/8" height hinged Square Nose, tapering 1/4" to 1/8", 13 1/4" tread depth with two 1" wide grit tape inserts
  - ii. Length: 3', 3.5', 4', 4.5', 5', or 6'
- B. GS: Heavy Duty Smooth surface
  - i. Solid color without riser
  - ii. 1 7/8" height Square Nose, tapering 1/4" to 1/8", 13 1/4" tread depth iii. Tread length: 3', 3.5', 4', 4.5', 5', or 6'
- C. SA: Service Weight Safe-T-Grip surface

## **RESILIENT RUBBER STAIR TREAD WITHOUT RISER**

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- i. Solid color without riser
- ii. 1 5/8" height Square Nose, tapering 3/16" to 1/8", 13 1/4" tread depth with two 1" wide grit tape inserts,
- iii. Tread length: 3', 3.5', 4', 4.5', 5', or 6'
- D. S: Service Weight Smooth surface
  - i. Solid color without riser
  - ii. 1 5/8" height Square Nose, tapering 3/16" to 1/8", 13 1/4" tread depth iii. Tread length: 3', 3.5', 4', 4.5', 5', or 6'
- E. SG: Sur-Grip surface
  - i. Solid color without riser surface
  - ii. 1 5/8" height Square Nose, tapering 1/4" to 1/8", 12 1/4" tread depth iii. Tread length: 3', 3.5', 4', 4.5', 5', or 6'
- F. RS: Raised Round surface
  - i. Solid color without riser
  - ii. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth
  - iii. Tread length: 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - iv. 'Round Pattern'
- G. RH: Raised Square surface
  - i. Solid color without riser
  - ii. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth
  - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - iv. 'Square Pattern'
- H. HMT: Hammered surface
  - i. Solid color without riser
  - ii. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth
  - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
- I. HMTD: Hammered surface extended depth
  - i. Solid color without riser
  - ii. 2" height hinged Square Nose, tapering .210" to .113", 14" tread depth iii. Tread length: 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
- J. CN: Heavy Duty Diamond surface
  - i. Solid color without riser
  - ii. 2" height hinged Square Nose or Round Nose [configured for 3/4" stair nose radius], tapering .210" to .140", 13" tread depth
  - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - iv. SQ: Square Nose
  - v. RD: Round Nose

### **2.5. *SPECKLED COLOR STANDARD RUBBER TREADS WITHOUT RISER***

- A. RHSP: Raised Round surface
  - i. Speckled color without riser
  - ii. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth
  - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - iv. Raised Round Speckled Color is special order – non-returnable
  - v. 'Round Pattern'
- B. RHSP: Raised Square surface
  - i. Speckled color without riser

## **RESILIENT RUBBER STAIR TREAD WITHOUT RISER**

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- ii. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth
  - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - iv. 'Square Pattern'
  - C. HMTSP: Hammered surface
    - i. Speckled color without riser
    - ii. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth
    - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - D. HMTDSP: Hammered surface extended depth
    - i. Speckled color without riser
    - ii. 2" height hinged Square Nose, tapering .210" to .113", 14" tread depth
    - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - E. CNSP: Heavy Duty Diamond surface
    - i. Speckled color without riser
    - ii. 2" height hinged Square Nose or Round Nose [configured for 3/4" stair nose radius], tapering .210" to .140", 13" tread depth
    - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
    - iv. SQ: Square Nose
    - v. RD: Round Nose
- 2.6. *VISUALLY IMPAIRED SOLID COLOR STANDARD RUBBER TREADS WITHOUT RISER WITH CONTRASTING COLOR INSERT*
- A. VIG: Heavy Duty Smooth surface
    - i. Visually impaired, solid color without riser
    - ii. 1 7/8" height Square Nose, tapering 1/4" to 1/8", 13 1/4" tread depth with 2" contrasting color grit tape insert
    - iii. Tread length 3', 3.5', 4', 4.5', 5', or 6'
  - B. VIS: Service Weight Smooth surface
    - i. Visually impaired, solid color without riser
    - ii. 1 5/8" height Square Nose, tapering 3/16" to 1/8", 13 1/4" tread depth with 2" contrasting color grit tape insert
    - iii. Tread length 3', 3.5', 4', 4.5', 5', or 6'
  - C. VISG: Sur-Grip surface
    - i. Visually impaired, solid color without riser surface
    - ii. 1 5/8" height Square Nose, tapering 1/4" to 1/8", 12 1/4" tread depth with 2" contrasting color grit tape insert
    - iii. Tread length 3', 3.5', 4', 4.5', 5', or 6'
  - D. VIRH: Raised Round surface
    - i. Visually impaired, solid color without riser
    - ii. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
    - iii. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
    - iv. Raised Round Speckled Color is special order – non-returnable
    - v. VIRH: 2" contrasting color grit tape insert
    - vi. VIRHS: 2" contrasting solid color rubber insert
    - vii. VIRHP: 2" contrasting Prima color rubber insert
    - viii. 'Round Pattern'
  - E. Raised Square surface
    - i. VIRH: 2" contrasting color grit tape insert

## **RESILIENT RUBBER STAIR TREAD WITHOUT RISER**

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- ii. VIRHS: 2" contrasting solid color rubber insert
  - iii. VIRHP: 2" contrasting Prima color rubber insert
  - iv. Visually impaired, solid color without riser
  - v. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - vi. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - vii. 'Square Pattern'
- F. Hammered surface
- i. VIHMT: 2" contrasting color grit tape insert
  - ii. VIHMTS: 2" contrasting solid color rubber insert
  - iii. VIHMTTP: 2" contrasting Prima color rubber insert
  - iv. Visually impaired, solid color without riser
  - v. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - vi. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
- G. Hammered surface
- i. VIHMTD: 2" contrasting color grit tape insert
  - ii. VIHMTDS: 2" contrasting solid color rubber insert
  - iii. VIHMTDP: 2" contrasting Prima color rubber insert
  - iv. Visually impaired, extended depth, solid color without riser
  - v. 2" height hinged Square Nose, tapering .210" to .113", 14" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - vi. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
- H. Heavy Duty Diamond surface
- i. VICN: 2" contrasting color grit tape insert
  - ii. VICNS: 2" contrasting solid color rubber insert
  - iii. VICNP: 2" contrasting Prima color rubber insert
  - iv. Visually impaired, solid color without riser
  - v. 2" height hinged Square Nose or Round Nose [configured for 3/4" stair nose radius], tapering .210" to .140", 13" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert or 2" contrasting Prima color insert
  - vi. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - vii. Square Nose – SQ or Round Nose – RD

### **2.7. VISUALLY IMPAIRED SPECKLED COLOR STANDARD RUBBER TREADS WITHOUT RISER WITH CONTRASTING COLOR INSERT**

- A. Raised Round surface
- i. VIRHSP: 2" contrasting color grit tape insert
  - ii. VIRHSPS: 2" contrasting solid color rubber insert
  - iii. Visually impaired, speckled color without riser
  - iv. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - v. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - vi. 'Round Pattern'
- B. Raised Square surface
- i. VIRHSP: 2" contrasting color grit tape insert

## RESILIENT RUBBER STAIR TREAD WITHOUT RISER

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- ii. VIRHSPS: 2" contrasting solid color rubber insert
- iii. Visually impaired, speckled color without riser
- iv. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
- v. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
- vi. 'Square Pattern'
- C. Hammered surface
  - i. VIHMTSP: 2" contrasting color grit tape insert
  - ii. VIHMTSPS: 2" contrasting solid color rubber insert
  - iii. Visually impaired, speckled color without riser
  - iv. 2" height hinged Square Nose, tapering .210" to .113", 12 1/4" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - v. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
- D. Hammered surface
  - i. VIHMTDSP: 2" contrasting color grit tape insert
  - ii. VIHMTDSPS: 2" contrasting solid color rubber insert
  - iii. Visually impaired, extended depth, speckled color without riser
  - iv. 2" height hinged Square Nose, tapering .210" to .113", 14" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - v. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
- E. Heavy Duty Diamond surface
  - i. VICNSP: 2" contrasting color grit tape insert
  - ii. VICNSPS for 2" contrasting solid color rubber insert
  - iii. Visually impaired, speckled color without riser
  - iv. 2" height hinged Square Nose or Round Nose [configured for 3/4" stair nose radius], tapering .210" to .140", 13" tread depth with 2" contrasting color grit tape insert or 2" wide contrasting solid color rubber insert
  - v. Tread length 3', 3.5', 4', 4.5', 5', 6', 7', or 8'
  - vi. SQ: Square Nose
  - vii. RD: Round Nose

### 2.8. *INSTALLATION MATERIALS*

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Manufacturer to meet site conditions.
- C. Johnsonite #965 Flooring and Tread Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Johnsonite #996 Two-Part Epoxy.
- G. Stair Tread and Nose Filler: Johnsonite #930 Two-Part Epoxy Caulking Compound to fill nosing substrates that do not conform to tread contours.

## PART 3. EXECUTION

### 3.1. *EXAMINATION*



## **RESILIENT RUBBER STAIR TREAD WITHOUT RISER**

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- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2. PREPARATION**

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood steps/substrates
- L. The substrate must be rigid, free of movement.
- M. Single wood and tongue and groove substrate should be covered with 1/4" (6.4 mm) or 1/2" (13 mm) APA approved underlayment plywood.
- N. Use 1/4" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use 1/2" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.

## **RESILIENT RUBBER STAIR TREAD WITHOUT RISER**

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- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. *RESILIENT RUBBER STAIR TREAD WITHOUT RISER INSTALLATION***

- A. Comply with manufacturer's written instructions for installing resilient stair tread.
- B. Resilient Stair Tread without Riser:
- C. Use Johnsonite #930 Epoxy Caulking Compound to strengthen nosing and fill irregularities in substrates to conform to tread nosing.
- D. Tightly adhere to substrates throughout length of each piece.
- E. For treads installed as separate, equal-length units, install to produce a flush joint between units.

### **3.4. *CLEANING AND PROTECTION***

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. Cover resilient products until Substantial Completion.

# RESILIENT VINYL STAIR TREAD AND NOSING

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### *1.2. SUMMARY*

- A. Section Includes: Resilient Stair Tread and Nosing

### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.
- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

## RESILIENT VINYL STAIR TREAD AND NOSING

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### PART 2. RESILIENT VINYL STAIR TREAD AND NOSING

#### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023
- B. [www.johnsonite.com](http://www.johnsonite.com)
- C. [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.  
Fax: (440) 543-8920

#### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Vinyl Stair Treads contain pre consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01350
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

#### 2.3. RESILIENT VINYL STAIR TREAD

- A. Vinyl Stair Tread without riser with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TV, Class 2, Group 1 and 2.
  - iii. Hardness: ASTM D 2240 – Not less than 85 Shore A.
  - iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
  - v. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vi. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. Visually-Impaired treads meet ADA and are California Title 24 Accessibility requirements.

#### 2.4. SOLID COLOR VINYL STAIR TREADS WITHOUT RISER

- A. ST: Service Weight surface
  - i. Solid color tread without riser
  - ii. 2" height Square Nose or 1 9/16" diameter Round Nose, tapering 5/32" to 5/64", 12" tread depth
  - iii. Length: 3', 3.5', 4', 6', 8' or 12'
  - iv. Nose: square (SQ) or round (RD)
- B. HT: Safe-T-Rib surface
  - i. Solid color tread without riser
  - ii. 2" height hinged Square Nose or 1 5/8" diameter Round Nose, tapering 1/4" to 1/8", 12 1/4" tread depth
  - iii. Length: 3', 3.5', 4', 6', 8' or 12'
  - iv. Nose: square (SQ) or round (RD)

## RESILIENT VINYL STAIR TREAD AND NOSING

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- C. HD: Heavy Duty surface
  - i. Solid color tread without riser
  - ii. 2" height hinged Square Nose, 1/4" tread thickness, 12 1/4" tread depth iii.  
Length: 3', 3.5', 4', 6', 8' or 12'
  - iv. Nose: square (SQ)

### 2.5. VISUALLY IMPAIRED VINYL TREADS WITHOUT RISER

- A. VIHT: Safe-T-Rib surface
  - i. Solid color tread without riser
  - ii. Visually impaired
  - iii. 2" height hinged Square Nose or 1 5/8" diameter Round Nose, tapering 1/4 " to 1/8", 12 1/4" tread depth, with 2" wide contrasting color grit tape insert
  - iv. Length: 3', 3.5', 4', 6', 8' or 12'
  - v. Nose: square (SQ) or round (RD)
- B. VIVG: Safe-T-Grip surface
  - i. Solid color tread without riser
  - ii. Visually impaired
  - iii. 2" height hinged Square Nose, tapering 1/4 " to 1/8", 12 1/4" Tread Depth, with 2" wide contrasting color grit tape insert
  - iv. Length: 3', 3.5', 4', 6', 8' or 12'
  - v. Nose: square (SQ)
- C. VIHD: Heavy Duty surface
  - i. Solid color tread without riser
  - ii. Visually impaired
  - iii. 2" height hinged Square Nose, 1/4" tread thickness, 12 1/4" tread depth with 2" wide co-extruded contrasting color insert
  - iv. Length: 3', 3.5', 4', 6', 8' or 12'
  - v. Nose: square (SQ)

### 2.6. VISUALLY IMPAIRED VINYL TREADS WITHOUT RISER WITH PHOTOLUMINESCENT INSERT

- A. PVIHD: Heavy Duty surface
  - i. Solid color tread without riser, visually impaired with Photoluminescent insert
  - ii. 2" height hinged Square Nose, 1/4" tread thickness, 12 1/4" tread depth with 2" wide co-extruded Photoluminescent contrasting color insert
  - iii. Length: 3', 3.5', 4', 6', 8' or 12'
  - iv. Nose: square (SQ)
- B. Photoluminescent insert color: yellow or white

### 2.7. RESILIENT VINYL STAIR NOSING

- A. Vinyl Stair Nosing with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Standard Stair Nosing complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TV, Class 1 and 2, Group 1 and 2.
  - iii. Slim Line Stair Nosing complies with requirements for ASTM F 2169 Standard Specification for Resilient Stair Treads, Type TV, Class 2.
  - iv. Hardness: ASTM D 2240 – Not less than 85 Shore A.

## RESILIENT VINYL STAIR TREAD AND NOSING

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- v. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
  - vi. ASTM D 2047, Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring of 0.6 or greater.
  - vii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. Square nose treads are hinged.
- C. Visually-Impaired treads meet ADA and are California Title 24 Accessibility requirements.

### 2.8. FLEXIBLE SLIM LINE RECESS NOSING, SOLID COLOR

- A. SLN: Slim Line Recess Nosing
  - i. 1/4" material on step and riser
  - ii. Solid color
  - iii. Visible 13/16" height hinged Square Nose, visible 1 11/32" tread, 12' length
- B. SLN-B: Slim Line Recess Nosing
  - i. 7/32" material on step and 1/4" material on riser
  - ii. Solid color
  - iii. Visible 11/16" height hinged Square Nose, visible 1 11/32" tread, 12' length
- C. SLN-C: Slim Line Recess Nosing
  - i. 3/8" material on step and riser, solid color, visible 1" height hinged Square Nose, visible 1 11/32" tread
  - ii. 12' length

### 2.9. STANDARD VINYL STAIR NOSING, SOLID COLOR

- A. VDL: Stair Nosing
  - i. 1/8" material butt-to on step, solid color, 2" height hinged Square Nose or 1 1/2" diameter Round Nose, 2 1/16" tread depth
  - ii. 12' length
  - iii. Nose: square (SQ) or round (RD)
- B. RCN: Stair Nosing
  - i. 1/8" material recessed or 3/16" material butt-to on step
  - ii. Solid color
  - iii. 2" height hinged Square Nose, 3" ribbed tread depth
  - iv. 12' length
- C. SRCN: Stair Nosing
  - i. 1/8" material recessed or 3/16" material butt-to on step, solid color, 2" height hinged Square Nose, 3" tread depth
  - ii. 12' length
- D. RCN: Stair Nosing
  - i. 1/4" and 5/16" material recessed on step
  - ii. Solid color
  - iii. 2 1/4" height hinged Square Nose, 1 15/16" tread depth
  - iv. 12' length
- E. SRCN – A: Stair Nosing
  - i. 1/4" to 5/16" material recessed on step
  - ii. Solid color
  - iii. 2" height hinged Square Nose, 3 1/8" tread depth
  - iv. 12' length
- F. SRCN – C: Stair Nosing

## RESILIENT VINYL STAIR TREAD AND NOSING

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- i. 3/8" material recessed on step
- ii. Solid color
- iii. 2" height hinged Square Nose, 3 1/8" tread depth
- iv. 12' length
- G. SVCD – A: Stair Nosing
  - i. 3/8" material recessed on step and riser
  - ii. Solid color
  - iii. 1 1/2" height hinged Square Nose, 3 1/8" tread depth
  - iv. 12' length
- H. VCD: Stair Nosing
  - i. 1/4" and 5/16" material recessed on step and riser with ribbed surface
  - ii. Solid color
  - iii. 1 9/16" height hinged Square Nose, 1 5/16" tread depth
  - iv. 12' length
- I. DTN: Stair Nosing
  - i. Top set for residential
  - ii. Solid color
  - iii. 1 3/4" height Square Nose, 1 3/4" tread depth
  - iv. 12' length

### 2.10. VISUALLY IMPAIRED VINYL STAIR NOSING WITH CO-EXTRUDED CONTRASTING COLOR INSERT

- A. VIRCN – A: Stair Nosing
  - i. Visually impaired
  - ii. 1/4" to 5/16" material recessed on step
  - iii. 2" height hinged Square Nose, 3 1/8" tread depth with 2" wide co-extruded contrasting color insert
  - iv. 12' length
- B. VIRCN – B: Stair Nosing
  - i. Visually impaired
  - ii. 1/8" material recessed or 3/16" material butt-to on step, 2" height hinged Square Nose, 3" tread depth with 2" wide co-extruded contrasting color insert
  - iii. 12' length
- C. VIVCD: Stair Nosing
  - i. Visually impaired
  - ii. 1/8" or 5/16" material recessed on step and riser, 2" height hinged Square Nose, 3 3/16" tread depth with 2" wide co-extruded contrasting color insert
  - iii. 12' length
- D. VITSN: Stair Nosing
  - i. Visually impaired
  - ii. Top set
  - iii. 2" height hinged Square Nose, 3 3/16" tread depth with 2" wide co-extruded contrasting color insert
  - iv. 12' length

### 2.11. VISUALLY IMPAIRED VINYL STAIR NOSING WITH 2" CONTRASTING COLOR GRIT TAPE INSERT

- A. VIRCN – B2: Stair Nosing
- B. Visually impaired

## RESILIENT VINYL STAIR TREAD AND NOSING

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- C. 1/8" material recessed or 3/16" material butt-to on step, 2" height hinged Square Nose, 3" tread depth with 2" wide contrasting color grit tape insert
- D. 12' length

### 2.12. VISUALLY IMPAIRED VINYL STAIR NOSING WITH PHOTOLUMINESCENT INSERT

- A. PVITSN: Stair Nosing
  - i. Visually impaired
  - ii. Top set
  - iii. 2" height hinged Square Nose, 3 3/16" tread depth with 2" wide co-extruded Photoluminescent contrasting color insert
  - iv. 12' length
  - v. Photoluminescent insert colors: yellow or white
- B. PVIRC�: Stair Nosing
  - i. Visually impaired
  - ii. 1/4" to 5/16" material recessed on step, 2" height hinged Square Nose, 3 1/8" tread depth with 2" wide co-extruded Photoluminescent contrasting color insert
  - iii. 12' length
  - iv. Photoluminescent insert colors: yellow or white
- C. PVIRC�: Stair Nosing
  - i. Visually impaired
  - ii. 1/8" material recessed or 3/16" material butt-to on step, 2" height hinged Square Nose, 3" tread depth with 2" wide co-extruded Photoluminescent contrasting color insert
  - iii. 12' length
  - iv. Photoluminescent insert colors: yellow or white
- D. PVIVCD: Stair Nosing
  - i. Visually impaired
  - ii. 1/8" or 5/16" material recessed on step and riser, 2" height hinged Square Nose, 3 3/16" tread depth with 2" wide co-extruded Photoluminescent contrasting color insert
  - iii. 12' length
  - iv. Photoluminescent insert colors: yellow or white
- E. PVIRC� – B2: Stair Nosing
  - i. Visually impaired
  - ii. 1/8" material recessed or 3/16" material butt-to on step, 2" height hinged Square Nose, 3" tread depth with 2" wide Photoluminescent contrasting color grit tape insert
  - iii. 12' length

### 2.13. INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based formulation manufactured and warranted by a reputable manufacturer.
- B. Adhesives: as recommended by Manufacturer to meet site conditions.
- C. Johnsonite #965 Flooring and Tread Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Johnsonite #996 Two-Part Epoxy.



## RESILIENT VINYL STAIR TREAD AND NOSING

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- G. Stair-Tread-Nose Filler: Johnsonite #930 Two-Part Epoxy Caulking Compound to fill nosing substrates that do not conform to tread contours.

### PART 3. EXECUTION

#### 3.1. EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2. PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood steps/substrates
- L. The substrate must be rigid, free of movement.
- M. Single wood and tongue and groove substrate should be covered with 1/4" (6.4 mm) or 1/2" (13 mm) APA approved underlayment plywood.
- N. Use 1/4" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use 1/2" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).

## RESILIENT VINYL STAIR TREAD AND NOSING

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- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.
- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### 3.3. *RESILIENT STAIR TREAD AND NOSING INSTALLATION*

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Resilient Stair Tread and Nosing:
- C. Use Johnsonite #930 Epoxy Caulking Compound to strengthen nosing and fill irregularities in substrates to conform to tread nosing.
- D. Tightly adhere to substrates throughout length of each piece.
- E. For treads installed as separate, equal-length units, install to produce a flush joint between units.

### 3.4. *CLEANING AND PROTECTION*

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
- C. Remove adhesive and other blemishes from exposed surfaces.
- D. Sweep and vacuum surfaces thoroughly.
- E. Damp-mop surfaces to remove marks and soil.
- F. Protect resilient products from marks, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- G. Cover resilient products until Substantial Completion.

**RESILIENT ACCESSORIES**

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**COVE CAP, CHAIR RAIL, CORNER GUARD, TUB MOULDING, COVE FILLER  
STRIP,  
AND SUBFLOOR LEVELER SYSTEM**

**PART 1. GENERAL**

**1.1. RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.2. SUMMARY**

- A. Section Includes: Resilient flooring accessories.

**1.3. SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

**1.4. QUALITY ASSURANCE**

- A. Mockups: Provide resilient products with mockups specified in other Sections.

**1.5. DELIVERY, STORAGE, AND HANDLING**

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

**1.6. PROJECT CONDITIONS**

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.

## **RESILIENT ACCESSORIES**

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- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### **PART 2. RESILIENT MOULDING ACCESSORIES**

#### **2.1. KNOWN MANUFACTURER**

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023
- B. [www.johnsonite.com](http://www.johnsonite.com)
- C. [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.
- Fax: (440) 543-8920

#### **2.2. ENVIRONMENTAL SUSTAINABILITY NOTES**

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Contains pre consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01350
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

#### **2.3. COVE CAP (CAP FOR COVE RESILIENT FLOOR COVERING)**

- A. Resilient cove cap with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iii. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
  - iv. Cove Caps are to be 12 foot lengths per piece.
- B. SCC-A: Round top for 1/8" thick material
- C. SCC-B: Square top for 1/8" thick material
- D. CCC-A: Rounded top for 1/4" or 5/16" thick material
- E. CCC-B: "L" shaped top for 9/32" thick material
- F. CCC-C: Square top for 1/4" materials
- G. CCC-D: Round top for 3/16" thick material
- H. RCC: "L" shaped top for 1/4" or 5/16" thick material
- I. SCC-D: Rounded Top Cove Cap Self Stick, for .080" thick material

#### **2.4. MILLWORK RESILIENT CHAIR RAIL**

- A. Wood look resilient wall base with the following characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).

## RESILIENT ACCESSORIES

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- ii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- iii. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Millwork Chair Rails are to be 8 foot lengths per piece.
- C. CHR: Fortis
  - i. thickness 3/16" (.1875") (4.76mm)
  - ii. width 3" (7.62cm)
- D. CHR – B: Bastion
  - i. thickness 5/16" (.3125") (7.94mm)
  - ii. width 4" (10.16cm)
- E. CHR – C: Rampart
  - i. thickness 3/8" (.375") (9.53mm)
  - ii. width 4" (10.16cm)

### 2.5. FLEXIBLE CORNER GUARD

- A. Characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iii. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.
  - iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Flexible Corner Guards are to be either 4 foot lengths or 8 foot lengths per piece, except, VGB-C (1-1/4 " x 1-1/4" return) is available in 8 foot lengths only.
- C. VBG – B: Corner Wall Guard
  - i. 3/4" x 3/4" return
  - ii. Thickness 1/8" (3.18mm)
  - iii. Length 4' or 9'
- D. VBG – A: Corner Wall Guard
  - i. 1-1/2" x 1-1/2" return
  - ii. Thickness 1/8" (3.18mm)
  - iii. Length 4' or 8'
- E. VBG: Corner Wall Guard i.
  - 2-3/8" x 2-3/8" return
  - ii. Thickness 1/8 " (3.18mm)
  - iii. Length 4' or 8'
- F. VBG - C: Corner Wall Guard i.
  - 1-1/4 " x 1-1/4" return
  - ii. Thickness 1/8 " (3.18mm)
  - iii. Length 8'

### 2.6. TUB MOULDINGS

- A. Characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC) for Bathtub, Counter, and Shelves with a luster finish.
  - ii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iii. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.

## RESILIENT ACCESSORIES

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- iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Tub Mouldings are to be 5 foot lengths per piece.
- C. Tub Mouldings are to be white and with self-stick tape for installation.
- D. TM-50: Tub Moulding for Bathtub, Counter and Shelves height 1-1/2"
- E. TM-50-A: Tub Moulding for Bathtub, Counter and Shelves, height 1"

### 2.7. COVE FILLER STRIPS

- A. Characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC) for coved sheet goods and tread/riser combinations.
  - ii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iii. ASTM E 84, Standard Test Method for Surface Burning Characteristics of Building Materials, Class B, Smoke less than 450.
  - iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. CFS-00:
  - i. 1-3/4 " radius
  - ii. 12' lengths
- C. CFS-00-A:
  - i. 1-1/4 " radius
  - ii. 12' lengths
- D. CFS-00-M:
  - i. 1/2" radius
  - ii. 5' lengths

### 2.8. SUBFLOOR LEVELER SYSTEM

- A. Characteristics:
  - i. The Leveler System components shall conform in all respects to United States Patent #6,385,923 and any other patents pending.
  - ii. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - iii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
  - iv. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - v. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Subfloor Levelers are to be 4 foot lengths per piece. C.  
LS-40: taper 0"- 1/4"
- D. LS-40-B: taper 1/4"-3/8" E.  
LS-40-C: taper 3/8"-1/2" F.  
LS-40-D: taper 0"-3/8"
- G. LS-40-E: taper 0"-1/2"
- H. LS-40-F: taper 0"-1/8"
- I. LS-40-G: taper 0"- 3/4"
- J. LS-40-K: taper 0"-1/4" with Track-Strip Platform

### 2.9. INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.

## **RESILIENT ACCESSORIES**

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- B. Adhesives: Water-resistant type recommended by Manufacturer to suit resilient products and substrate conditions.
- C. Johnsonite #965 Flooring and Tread Adhesive.
- D. Johnsonite #945 Contact Bond Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Johnsonite #996 Two-Part Epoxy.

### **PART 3. EXECUTION**

#### **3.1. EXAMINATION**

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2. PREPARATION**

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours. – or –
- H. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- I. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- J. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- K. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- L. The floor must be rigid, free of movement.

## **RESILIENT ACCESSORIES**

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- M. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
- N. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- O. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- P. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- Q. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- R. Floor covering shall not be installed over expansion joints.
- S. Do not install resilient products until they are same temperature as the space where they are to be installed.
- T. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- U. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

### **3.3. RESILIENT ACCESSORY INSTALLATION**

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.

### **3.4. CLEANING AND PROTECTION**

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - C. Remove adhesive and other blemishes from exposed surfaces.
  - D. Sweep and vacuum surfaces thoroughly.
  - E. Damp-mop surfaces to remove marks and soil.
  - F. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
  - G. No traffic for 24 hours after installation.
  - H. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
  - I. Cover resilient products until Substantial Completion.
  - J. Wait 72 hours after installation before performing initial cleaning.
  - K. A regular maintenance program must be started after the initial cleaning.



## **TRANSITIONS AND ADAPTORS**

### **T MOULDING, TRACK BASE, ADAPTOR, REDUCER, SLIM-LINE, WHEELED TRAFFIC, THRESHOLD, EDGE GUARD, TACTILE WARNING STRIP, AND FEATURE STRIP**

#### **PART 1. GENERAL**

##### *1.1. RELATED DOCUMENTS*

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### *1.2. SUMMARY*

- A. Section Includes: Resilient Transitions and Adaptors.

##### *1.3. SUBMITTALS*

- A. Product Data: For each type of product indicated.
- B. LEED Submittals:
  - i. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content and chemical components.
  - ii. Samples for Initial Selection: For each type of product indicated.
  - iii. Samples for Verification: For each type of product indicated, in manufacturer's standard-size samples of each resilient product color, texture, and pattern required.
  - iv. Product Schedule: For resilient products. Use same designations indicated on Drawings.

##### *1.4. QUALITY ASSURANCE*

- A. Mockups: Provide resilient products with mockups specified in other Sections.

##### *1.5. DELIVERY, STORAGE, AND HANDLING*

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

##### *1.6. PROJECT CONDITIONS*

- A. Install resilient products after other finishing operations, including painting, have been completed.
- B. Maintain ambient temperatures within range recommended by Manufacturer, but not less than 65 deg F (18 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient products during the following time periods:
  - i. 48 hours before installation.
  - ii. During installation.
  - iii. 48 hours after installation.
- C. Maintain the ambient relative humidity between 40% and 60% during installation.

## TRANSITIONS AND ADAPTORS

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- D. Until Substantial Completion, maintain ambient temperatures within range recommended by Manufacturer, but not less than 55 deg F (13 deg C) or more than 85 deg F (29 deg C).

### PART 2. RESILIENT TRANSITIONS AND ADAPTORS

#### 2.1. KNOWN MANUFACTURER

- A. Johnsonite, Inc., 16910 Munn Road, Chagrin Falls, OH, 44023
- B. [www.johnsonite.com](http://www.johnsonite.com)
- C. [info@johnsonite.com](mailto:info@johnsonite.com)
- D. Phone: (800) 899-8916 or (440) 543-8916
- E. Tech: Ext 9297
- F. Samples: Ext 9299 G.  
Fax: (440) 543-8920

#### 2.2. ENVIRONMENTAL SUSTAINABILITY NOTES

- A. Manufacturer offers a RESTART reclamation program for returning unused jobsite scrap
- B. Contains pre consumer recycle content
- C. 100% Recyclable
- D. SCS FloorScore® Certified and meets California Specifications Section 01350
- E. Manufacturer facilities are ISO 9001 and ISO 14001 Certified
- F. For all environmental sustainability information visit ecoScorecard on Johnsonite home page at [www.johnsonite.com](http://www.johnsonite.com)

#### 2.3. TRACK BASE

- A. Base Track is required for all T Mouldings profiles and is ordered separately.
- B. Snap in type ("T") mouldings requires CDB or MT type track base.

#### 2.4. T MOULDING

- A. Moulding with the following physical characteristics:
  - i. Snap in type ("T") mouldings requires CDB or MT type track base.
  - ii. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - iii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
  - iv. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - v. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. T Mouldings are to be 12 foot lengths per piece.
- C. CE-A: 1-1/16" wide T Moulding for 1/4" or 5/16" to 1/8" material with 1/4" leg
- D. CE-C: 1-5/16" wide T Moulding for 3/8" or 1/4" to 1/2" material with 1/2" leg
- E. CD: 1-1/2" wide T Moulding for 1/4" and 5/16 to 1/4" and 5/16" material with 1/4" leg
- F. CD-A: 1-1/2" wide T Moulding for 1/2" to 1/2" material with 1/2" leg
- G. CD-B: 1-1/2" wide T Moulding for 1/2" to 1/8" material with 1/2" leg

## TRANSITIONS AND ADAPTORS

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- H. CD-C: 3/4" wide T Moulding for 1/4" and 5/16" to 1/4" and 5/16" material with 1/4" leg
- I. CD-W: 3" wide T Moulding for 1/4" and 5/16" to 1/4" and 5/16" material with 1/4" leg

### 2.5. TRACK BASE FOR T MOULDING

- A. Track base with the following characteristics:
  - i. Base Track is required for all T Mouldings profiles and is ordered separately.
  - ii. Snap in type ("T") Mouldings requires CDB or MT type track base.
  - iii. Manufactured from a homogeneous composition of polyvinyl chloride (PVC) or aluminum.
  - iv. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
  - v. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- B. Track Base for T Moulding is to be 12 foot lengths per piece.
- C. CDB-00-A: Rigid Vinyl Track for T Moulding Height 11/32"
- D. MT-00-A: Aluminum Track for T Moulding Pinless for Glue-down Carpet Installation, Height 21/64"
- E. MT-00-B: Aluminum Track for T Moulding Pin Type for Stretch-in Carpet Installation, Height 21/64"
- F. MTC-00-A: Aluminum Track for T Moulding Pinless for Glue-down Carpet Installation Contour, Height 21/64"
- G. MTC-00-A: Aluminum Track for T Moulding Pin Type for Stretch-in Carpet Installation Contour, Height 21/64"

### 2.6. ADAPTORS

- A. Resilient Adaptor with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
  - iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Adaptors are to be 12 foot lengths per piece.
- C. CTA – A: 1-3/8" wide Adaptor for 1/4" to 1/8" material
- D. CTA – C: 1" wide Adaptor for 1/4" to 1/8" material
- E. CTA – D: 1-5/8" wide Adaptor for 5/16" to 1/16" or 1/8" material
- F. CCA: 1" wide Adaptor for 5/16" to 3/8" material
- G. CWA: 1" wide Adaptor for 5/16" to 1/2" material
- H. SSR - D: 1-1/2" wide Adaptor for .080" to 1/8" material

### 2.7. REDUCERS

- A. Resilient Reducer with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).

## TRANSITIONS AND ADAPTORS

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- ii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
- iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Reducers are to be 12 foot lengths per piece.
- C. CRS – A: 1-1/2" wide Reducer for 1/4" to substrate
- D. CRS – B: 1-1/2" wide Reducer for 3/8" to substrates
- E. CRS – C: 1" wide Reducer for 3/16" to substrate
- F. CRS – D: 2" wide Reducer for 1/2" to substrate
- G. SSR – B: 1-5/8" wide Reducer for 1/16" or 1/8" to substrate
- H. RRS – A: 1-1/8" wide Reducer for 1/16" to substrate
- I. RRS – B: 1-1/8" wide Reducer for .080" to substrate
- J. RRS – C: 1-1/4" wide Reducer for 1/8" to substrate
- K. RRS – D: 1-1/4" wide Reducer for 1/8" to substrate

### 2.8. *SLIM LINE TRANSITIONS*

- A. Resilient Transition with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
  - iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Slim Line Transitions are to be 12 foot lengths per piece.
- C. SLT-A: Slim-Line Transition for 1/8" to 1/4 " materials, width 5/8"
- D. SLTC – A: Slim-Line Transition for 1/8" to 1/4 " materials, width 5/8", w/Contour Edge
- E. SLT – B: Slim-Line Transition for 1/8" to .080" materials, width 5/8"
- F. SLTC – B: Slim-Line Transition for 1/8" to .080" materials, width 5/8", w/Contour Edge
- G. SLT – C: Slim-Line Transition for 1/4" to .080" materials, width 5/8"
- H. SLTC – C: Slim-Line Transition for 1/4" to .080" materials, width 5/8", w/Contour Edge
- I. SLT - F: Slim-Line Transition for 3/8" to 1/4" materials, width 1/4"
- J. SLTC – F: Slim-Line Transition for 3/8" to 1/4" materials, width 1/4", w/Contour Edge
- K. SLT – G: Slim-Line Transition for 1/2" to 1/4" materials, width 1/4"
- L. SLTC – G: Slim-Line Transition for 1/2" to 1/4" materials, width 1/4" w/Contour Edge

### 2.9. *WHEELED TRAFFIC TRANSITIONS*

- A. Resilient Transition with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.

## TRANSITIONS AND ADAPTORS

- iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
- iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Wheeled Traffic Transitions are to be 12 foot lengths per piece.
- C. CTA – H: 2-1/2" wide Wheeled Traffic Transition, 1/4" to 1/8" material
- D. CTA – HL: 4" wide Wheeled Traffic Transition, 1/4" to 1/8" material
- E. CTA – HT: 2-1/2" wide Wheeled Traffic Transition, 1/4" to .080" material
- F. CTA – J: 2-1/2" wide Wheeled Traffic Transition, 1/4" materials to subfloor
- G. CTA – JL: 4" wide Wheeled Traffic Transition, 1/4" material to subfloor
- H. CTA – K: 2-1/2" wide Wheeled Traffic Transition, 3/8" to 1/8" material
- I. CTA – L: 2-1/2" wide Wheeled Traffic Transition, 3/8" to 1/4" material
- J. CTA – M: 2-1/2" wide, Wheeled Traffic Transition, 1/4" to 1/4" material
- K. CTA – N: 2-1/2" wide Wheeled Traffic Transition, 1/8" to 1/8" material
- L. CTA – P: 2-1/2" wide Wheeled Traffic Transition, 3/8" to subfloor
- M. CTA – PL: 4" wide Wheeled Traffic Transition, 3/8" to subfloor
- N. CTA – Q: 4" wide Wheeled Traffic Transition, 1/2" to subfloor
- O. CTA – X: 2-1/2" wide Wheeled Traffic Transition, 1/8" to .080" material
- P. CTA – Y: 2-1/2" wide Wheeled Traffic Transition, .080" to .080" material
- Q. CTA – Z: 2-1/2" wide Wheeled Traffic Transition, 3/8" to .080" material

### 2.10. THRESHOLDS FOR CARPET

- A. Resilient Threshold with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
  - iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Thresholds for Carpet are to be 12 foot lengths per piece.
- C. VT – M2: 5-1/2" wide Carpet Tack Strip Threshold
- D. VT – M6: 1-3/4" wide Carpet Tack Strip Threshold

### 2.11. EDGE GUARDS

- A. Resilient Edge Guards with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Complies with A.D.A. requirements of Section 4.5.2, Change of Level and meets the requirements of Section 4.8 for slope to rise ratio for Ramps.
  - iii. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - iv. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. Edge Guards are to be 12 foot lengths per piece.
- C. EG – G: Edge Guard for 5/16" to substrate
- D. EG – H: Edge Guard for 1/4" to substrate
- E. EG – J: Edge Guard for 3/16" to substrate
- F. EG – K: Edge Guard for 1/4" to substrate
- G. EG – L: Edge Guard for 5/16" to substrate
- H. EG – M: Edge Guard for 1/4" stretch-in carpet to substrate

## TRANSITIONS AND ADAPTORS

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- I. EG – W: Edge Guard for 3/8" to substrate

### 2.12. TACTILE WARNING STRIPS

- A. Resilient Visually Impaired Tactile (Detectable) Warning Strips with the following physical characteristics:
  - i. The tactile warning strip shall comply with ANSI A117.1-1986 Detectable Warning. Surfaces.
  - ii. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - iii. Overall thickness: 1/8".
  - iv. Overall size: 12" x 50'.
  - v. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - vi. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. TW: Tactile Warning Surface Solid Color
- C. TW2: Tactile Warning Surface Visually Impaired Two Color Surface

### 2.13. VINYL FEATURE STRIPS

- A. Resilient Vinyl Feature Strips with the following physical characteristics:
  - i. Manufactured from a homogeneous composition of polyvinyl chloride (PVC).
  - ii. Overall thickness: 1/8".
  - iii. Overall Length: 50'.
  - iv. ASTM E 648, Standard Test Method for Critical Radiant Flux of 0.45 watts/cm<sup>2</sup> or greater, Class I.
  - v. Abrasion Resistance: ASTM D 3389 – 0.22 mg/cycle.
- B. FS – DW1: Feature Strip 1/8" gauge x 1/4" wide
- C. FS – DW2: Feature Strip 1/8" gauge x 1/2" wide
- D. FS – DW3: Feature Strip 1/8" gauge x 1" wide

### 2.14. INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation.
- B. Adhesives: Water-resistant type recommended by Manufacturer to suit resilient products and substrate conditions.
- C. Johnsonite #965 Flooring and Tread Adhesive and/or.
- D. Johnsonite #945 Contact Bond Adhesive.
- E. Johnsonite #975 Two-Part Urethane Adhesive.
- F. Johnsonite #996 Two-Part Epoxy.

## PART 3. EXECUTION

### 3.1. EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the work.
- B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

## TRANSITIONS AND ADAPTORS

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- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2. PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Mechanically remove contamination on the substrate that may cause damage to the resilient flooring material. Permanent and non-permanent markers, pens, crayons, paint, etc., must not be used to write on the back of the flooring material or used to mark the substrate as they could bleed through and stain the flooring material.
- E. Prepare Substrates according to ASTM F 710 including the following:
- F. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- G. Perform anhydrous calcium chloride test, ASTM F 1869. Results must not exceed 5 lbs. Moisture Vapor Emission Rate per 1,000 sq. ft. in 24 hours.
- H. – or –
- I. Perform relative humidity test using in situ probes, ASTM F 2170. Must not exceed 80%.
- J. A pH test for alkalinity must be conducted. Results should range between 7 and 9. If the test results are not within the acceptable range of 7 to 9, the installation must not proceed until the problem has been corrected.
- K. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
- L. Wood subfloors must have a minimum 19" (47 cm) of cross-ventilated space beneath the bottom of the joist.
- M. The floor must be rigid, free of movement.
- N. Single wood and tongue and groove subfloors should be covered with ¼" (6.4 mm) or ½" (13 mm) APA approved underlayment plywood.
- O. Use ¼" (6.4 mm) thick underlayment panels for boards with a face width of 3" (76 mm) or less.
- P. Use ½" (76 mm) thick underlayment panels for boards with a face width wider than 3" (76 mm).
- Q. Do not install over OSB (Oriented Strand Board), particle board, chipboard, lauan or composite type underlayments.
- R. Fill cracks, holes, depressions and irregularities in the substrate with good quality Portland cement based underlayment leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.
- S. Floor covering shall not be installed over expansion joints.
- T. Do not install resilient products until they are same temperature as the space where they are to be installed.
- U. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
- V. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

## TRANSITIONS AND ADAPTORS

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### 3.3. *RESILIENT ACCESSORY INSTALLATION*

- A. Comply with manufacturer's written instructions for installing resilient accessories.
- B. Install with Manufacturer adhesive specified for the site conditions and follow adhesive label for proper use.

### 3.4. *CLEANING AND PROTECTION*

- A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.
- B. Perform the following operations immediately after completing resilient product installation:
  - a) Remove adhesive and other blemishes from exposed surfaces.
  - b) Sweep and vacuum surfaces thoroughly.
  - c) Damp-mop surfaces to remove marks and soil.
  - d) Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- C. No traffic for 24 hours after installation.
- D. No heavy traffic, rolling loads, or furniture placement for 72 hours after installation.
- E. Cover resilient products until Substantial Completion.
- F. Wait 72 hours after installation before performing initial cleaning.
- G. A regular maintenance program must be started after the initial cleaning.



# 130 SPRAY SMART FLOORING ADHESIVE

## PROPRIETARY PRODUCT

### PART 1. PROPRIETARY PRODUCT

#### 1.1. 130 SPRAYSMART ADHESIVE

- A. Specifically formulated for installing Acczent, Aria rolls and tiles, Granit rolls and tiles, Granit Multisafe, Granit Safe-T, Melodia rolls and tiles, and Optima rolls and tiles.

#### 1.2. KNOWN MANUFACTURER

- A. Johnsonite, Inc., Phone: (800) 899-8916 B. 16910 Munn Road (440) 543-8916
- C. Chagrin Falls, Ohio 44023 Tech: Ext 9297
- D. Web: www.johnsonite.com Samples: Ext 9299
- E. E-mail: info@johnsonite.com Fax: (440) 632-8920

#### 1.3. PROPRIETARY PRODUCT DESCRIPTION

- A. 130 SpraySmart Resilient Flooring Adhesive is a water based acrylic blend adhesive.
- B. High strength adhesive made for installations over porous and non-porous substrates.
- C. Contains no hazardous or carcinogenic ingredients as defined by OSHA chemicals and meets all federal, state and local air quality regulations.
- D. Contains 0 gm/ml VOC content calculated per EPA test method 24.

#### 1.4. PRODUCT PERFORMANCE and TECHNICAL DATA:

- A. Base – Acrylic Polymer
- B. Color – White
- C. Open Time – Up to 2 hours, depending on temperature, relative humidity, and porosity of subfloor.
- D. Shelf Life – 3 year at 65° F (18° C) to 85° F (30° C) and when stored in unopened, original container in a dry area.
- E. This product is not freeze thaw stable.

### PART 2. APPLICATION

#### 2.1. SPRAY PATTERN

- A. Spray 130 SpraySmart adhesive to match pattern on the inside of the label.
- B. Coverage – 150 to 185 sq. ft. per bottle

#### 2.2. INSTALLATION

- A. The installation of Manufacturer Homogenous flooring should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive flooring shall be clean, fully enclosed, weathertight, and maintained at a temperature between 70F to 85F (18C to 29OC) for 72 hours before, during, and after the installation is completed. The flooring material and adhesives shall be conditioned in the same manner. A minimum temperature of 55F (13C) must be maintained after installation.
- B. Floors shall be smooth, flat, permanently dry, clean and free of all foreign material such as dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt, and old adhesive residue.

## 130 SPRAY SMART FLOORING ADHESIVE

- C. It is essential that moisture tests be taken on all concrete floors regardless of age and grade level. One test should be conducted for every 1,000 sq. ft. of flooring and the results not exceed 7 lbs. per 1,000 sq. ft. in 24 hours when tested in accordance with ASTM F 1869 Standard Test method for Measuring Vapor Emission Rate of Concrete Subfloor using Anhydrous Calcium Chloride. Or 85% when tested accordance with ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs using *in situ* Probes. Surface pH of the concrete should range between 7 and 11. If the tests results exceed the limitations, the installation must not proceed until the problem has been corrected. Do not install on exterior surfaces subject to weather.
- D. Shake adhesive before use.
- E. Spray adhesive following the recommended pattern shown on the label. When installing over a porous or non-porous substrate allow the adhesive to dry to the touch before laying flooring.
- F. Achieve total coverage of adhesive to the back of the floor covering material.
- G. Roll the floor covering with a 100 lb. three-section roller first across the width of the material then the length to break down adhesive bubbles and expel any entrapped air. Use hand roller in area not reached by 100 lb. floor roller.
- H. Heat weld seams one hour after flooring is installed.
- I. Installation Manual: Refer to Manufacturer's Installation Instruction for complete installation details.

### 2.3. ADHESIVE CLEAN UP AND MAINTENANCE

- A. Use a clean white cloth dampened with water to remove wet adhesive from floor covering and tools.
- B. Dried adhesive may require the use of denatured alcohol applied to a clean white cloth.
- C. Follow manufacturer's precautions when using denatured alcohol.

### 2.4. TRAFFIC

- A. Flooring can be put into service immediately.

## PART 3. AVAILABILITY and COST

- 3.1. *Available through authorized Manufacturer distributors nationwide.*

## PART 4. WARRANTY

- 4.1. *Limited 5 year warranty.*
- 4.2. *For complete details, contact Manufacturer or an authorized Manufacturer distributor.*

## PART 5. TECHNICAL SERVICES

- 5.1. *For current Installation and Maintenance Instructions, Product Specifications, Material Safety Data Sheet and other technical data, visit us on the web at [www.johnsonite.com](http://www.johnsonite.com) or contact Johnsonite at (800) 899-8916.*

# 140 SPRAY SMART FLOORING ADHESIVE

## PROPRIETARY PRODUCT

### PART 1. PROPRIETARY PRODUCT

#### 1.1. 140 SPRAYSMART ADHESIVE

- A. Specifically formulated for installing Manufacturer's rubber floor tiles, Circulinity, CityScape, Defiant, Folio Collection, Inertia, Mesto, Mesto Configurations, Metallurgy, Roundel, Triumph, Replay Commotion rolls and tiles, Subfloor Leveler System.

#### 1.2. KNOWN MANUFACTURER

- A. Johnsonite, Inc., Phone: (800) 899-8916 B. 16910 Munn Road (440) 543-8916
- C. Chagrin Falls, Ohio 44023 Tech: Ext 9297
- D. Web: www.johnsonite.com Samples: Ext 9299
- E. E-mail: info@johnsonite.com Fax: (440) 632-8920

#### 1.3. PROPRIETARY PRODUCT DESCRIPTION

- A. Johnsonite 140 SpraySmart Resilient Flooring Adhesive is a water based acrylic blend adhesive.
- B. High strength adhesive made for installations over porous and non-porous substrates.
- C. Contains no hazardous or carcinogenic ingredients as defined by OSHA chemicals and meets all federal, state and local air quality regulations.
- D. Contains 0 gm/ml VOC content calculated per EPA test method 24.

#### 1.4. PRODUCT PERFORMANCE and TECHNICAL DATA:

- A. Base – Acrylic Polymer
- B. Color – White
- C. Open Time – Up to 2 hours, depending on temperature, relative humidity, and porosity of subfloor.
- D. Shelf Life – 3 year at 65° F (18° C) to 85° F (30° C) and when stored in unopened, original container in a dry area.
- E. This product is not freeze thaw stable.
- F. Application:
- G. Spray 140 SpraySmart adhesive to match pattern on the inside of the label.
- H. Coverage – 100 to 125 sq. ft. per bottle

### PART 2. INSTALLATION

#### 2.1. GENERAL INSTALLATION REQUIREMENTS

- A. The installation of Manufacturer Homogenous flooring should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive flooring shall be clean, fully enclosed, weathertight, and maintained at a temperature between 70°F to 85°F (18°C to 29°C) for 72 hours before, during, and after the installation is completed. The flooring material and adhesives shall be conditioned in the same manner. A minimum temperature of 55°F (13°C) must be maintained after installation.
- B. Floors shall be smooth, flat, permanently dry, clean and free of all foreign material such as dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt, and old adhesive residue.
- C. It is essential that moisture tests be taken on all concrete floors regardless of

## 140 SPRAY SMART FLOORING ADHESIVE

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age and grade level. One test should be conducted for every 1,000 sq. ft. of flooring and the results not exceed 7 lbs. per 1,000 sq. ft. in 24 hours when tested in accordance with ASTM F 1869 Standard Test method for Measuring Vapor Emission Rate of Concrete Subfloor using Anhydrous Calcium Chloride. Or 85% when tested

- D. accordance with ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs using *in situ* Probes. Surface pH of the concrete should range between 7 and 11. If the tests results exceed the limitations, the installation must not proceed until the problem has been corrected. Do not install on exterior surfaces subject to weather.
- E. Shake adhesive before use.
- F. Spray adhesive following the recommended pattern shown on the label. When installing over a porous or non-porous substrate allow the adhesive to dry to the touch before laying flooring.
- G. Achieve total coverage of adhesive to the back of the floor covering material.
- H. Roll the floor covering with a 100 lb. three-section roller first across the width of the material then the length to break down adhesive bubbles and expel any entrapped air. Use hand roller in area not reached by 100 lb. floor roller.
- I. Heat weld seams one hour after flooring is installed.
- J. Installation Manual: Refer to Manufacturer's Installation
- K. Instruction for complete installation details

### 2.2. *ADHESIVE CLEAN UP and MAINTENANCE*

- A. Use a clean white cloth dampened with water to remove wet adhesive from floor covering and tools.
- B. Dried adhesive may require the use of denatured alcohol applied to a clean white cloth. (Follow manufacturer's precautions when using denatured alcohol.)

### 2.3. *TRAFFIC*

- A. Flooring can be put into service immediately.

## **PART 3. AVAILABILITY and COST**

### 3.1. *AVAILABLE THROUGH AUTHORIZED MANUFACTURER DISTRIBUTORS NATIONWIDE.*

## **PART 4. WARRANTY**

### 4.1. *LIMITED 5 YEAR WARRANTY.*

### 4.2. *FOR COMPLETE DETAILS, CONTACT MANUFACTURER OR AN AUTHORIZED MANUFACTURER DISTRIBUTOR.*

## **PART 5. TECHNICAL SERVICES**

### 5.1. *For current Installation and Maintenance Instructions, Product Specifications, Material Safety Data Sheet and other technical data, visit us on the web at [www.johnsonite.com](http://www.johnsonite.com) or contact Johnsonite at (800) 899-8916.*

# 150 SPRAY SMART FLOORING ADHESIVE

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## **PART 1. PROPRIETARY PRODUCT/MANUFACTURER**

### *1.1. PROPRIETARY PRODUCT*

- A. 150 SpraySmart Adhesive
- B. Specifically formulated for installing Manufacturer's Granit Acoustiflor, I.D. Premier Tiles and Planks, Space, and Training.

### *1.2. KNOWN MANUFACTURER*

- A. Johnsonite, Inc., Phone: (800) 899-8916 B. 16910 Munn Road (440) 543-8916
- C. Chagrin Falls, Ohio 44023 Tech: Ext 9297
- D. Web: [www.johnsonite.com](http://www.johnsonite.com) Samples: Ext 9299
- E. E-mail: [info@johnsonite.com](mailto:info@johnsonite.com) Fax: (440) 632-8920

### *1.3. PROPRIETARY PRODUCT DESCRIPTION*

- A. Johnsonite 150 SpraySmart Resilient Flooring Adhesive is a water based acrylic blend adhesive.
- B. High strength adhesive made for installations over porous and non-porous substrates.
- C. Contains no hazardous or carcinogenic ingredients as defined by OSHA chemicals and meets all federal, state and local air quality regulations.
- D. Contains 0 gm/ml VOC content calculated per EPA test method 24.

### *1.4. PRODUCT PERFORMANCE and TECHNICAL DATA:*

- A. Base – Acrylic Polymer
- B. Color – White
- C. Open Time – Up to 2 hours, depending on temperature, relative humidity, and porosity of subfloor.
- D. Shelf Life – 3 year at 65° F (18° C) to 85° F (30° C) and when stored in unopened, original container in a dry area.
- E. This product is not freeze thaw stable.

## **PART 2. INSTALLATION**

### *2.1. APPLICATION*

- A. Spray 150 SpraySmart adhesive to match pattern on the inside of the label.
- B. Coverage – 160 to 190 sq. ft. per bottle

### *2.2. GENERAL INSTALLATION REQUIREMENTS*

- A. The installation of Manufacturer Homogenous flooring should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive flooring shall be clean, fully enclosed, weathertight, and maintained at a temperature between 70°F to 85°F (18°C to 29°C) for 72 hours before, during, and after the installation is completed. The flooring material and adhesives shall be conditioned in the same manner. A minimum temperature of 55°F (13°C) must be maintained after installation.
- B. Floors shall be smooth, flat, permanently dry, clean and free of all foreign material such as dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt, and old adhesive residue.

## 150 SPRAY SMART FLOORING ADHESIVE

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- C. It is essential that moisture tests be taken on all concrete floors regardless of age and grade level. One test should be conducted for every 1,000 sq. ft. of flooring and the results not exceed 7 lbs. per 1,000 sq. ft. in 24 hours when tested in accordance with ASTM F 1869 Standard Test method for Measuring Vapor Emission Rate of Concrete Subfloor using Anhydrous Calcium Chloride. Or 85% when tested
- D. accordance with ASTM F 2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs using *in situ* Probes. Surface pH of the concrete should range between 7 and 11. If the tests results exceed the limitations, the installation must not proceed until the problem has been corrected. Do not install on exterior surfaces subject to weather.
- E. Shake adhesive before use.
- F. Spray adhesive following the recommended pattern shown on the label. When installing over a porous or non-porous substrate allow the adhesive to dry to the touch before laying flooring.
- G. Achieve total coverage of adhesive to the back of the floor covering material.
- H. Roll the floor covering with a 100 lb. three-section roller first across the width of the material then the length to break down adhesive bubbles and expel any entrapped air. Use hand roller in area not reached by 100 lb. floor roller.
- I. Heat weld seams one hour after flooring is installed.
- J. Installation Manual: Refer to Manufacturer's Installation Instruction for complete installation details

### 2.3. *ADHESIVE CLEAN UP and MAINTENANCE*

- A. Use a clean white cloth dampened with water to remove wet adhesive from floor covering and tools.
- B. Dried adhesive may require the use of denatured alcohol applied to a clean white cloth. (Follow manufacturer's precautions when using denatured alcohol.)

### 2.4. *TRAFFIC*

- A. Flooring can be put into service immediately.

### 2.5. *AVAILABILITY and COST*

- A. Available through authorized Manufacturer distributors nationwide.

## **PART 3. WARRANTY**

### 3.1. *Limited 5 year warranty.*

### 3.2. *For complete details, contact Manufacturer or an authorized Manufacturer distributor.*

## **PART 4. TECHNICAL SERVICES**

### 4.1. *For current Installation and Maintenance Instructions, Product Specifications, Material Safety Data Sheet and other technical data, visit us on the web at [www.johnsonite.com](http://www.johnsonite.com) or contact Johnsonite at (800) 899-8916.*

# GEOMETRIC TILE

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## TRIAD® MAT SERIES

### **PART 1. CONSTRUCTION**

#### **1.1. FACE CONSTRUCTION**

- A. Molded Reinforced Needle-punch Textile
- B. Size: 18"x18"
- C. Texture / Pattern: Rubber Reinforced Geometric Pattern
- D. Pile Height: 0.250 inch
- E. Fiber System: 100% Premium Polypropylene
- F. Dye Method: Solution Dyed

#### **1.2. TRIAD BACKING SYSTEM**

- A. Backing: Special Non-Thermoplastic Tri-Grip™ Cleated SBR
- B. Total Product Weight: 35.0 oz/sq yd +/- 5% (4576.5 g/sq m)

### **PART 2. PRODUCT TESTING**

#### **2.1. INFORMATION**

- A. Surface Flammability: Passes CPSC FF 1-70 (ASTM D-2859)
- B. Flooring Radiant Panel: Class 2 (mean average CRF: 0.22 w/sq cm to 0.44 w/sq cm) (ASTM E-648)
- C. Not recommended for use in buildings requiring Class I per ASTM E-648.

### **PART 3. INSTALLATION NOTE**

#### **3.1. FULL-SPREAD SOLVENT-FREE RELEASABLE –OR–**

#### **3.2. PERMANENT ADHESIVE.**

### **PART 4. PRODUCT NOTES**

#### **4.1. PRODUCT SPECIFICATIONS**

- A. Derived from averages resulting from normal manufacturing tolerances in yarn, fiber, temperature, humidity, and color, and may vary within normal industry and standardized testing tolerances.
- B. These specifications reflect mean averages based on tests of production runs of this carpet style by independent laboratories. A range of variances is implicit in the testing process.
- C. Furthermore, the standard test methods established to derive the specifications lack a high degree of precision and repeatability; therefore, individual test results on the actual carpet purchased may vary above or below the mean average.

#### **4.2. COLORS**

- A. May vary slightly from dye lot to dye lot.

#### **4.3. MATERIALS**

- A. Backing or other materials may be changed without prior notice when shortages occur or when technological advancements become available which provide for improvement of the product's performance.
- B. Not recommended for use in areas exposed to grease or petroleum products.

#### **4.4. ANTI-MICROBIAL / PESTICIDES USAGE**

- A. Registered pesticides and/or anti-microbial shall not be used.
- B. The district requires that carpet material is free of all migrating pesticides or the use of registered pesticides in carpet material.

# HOMOGENEOUS SVT

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## **PART 1. CHARACTERISTICS**

- 1.1. *FLOORCOVERING*
  - A. Heterogeneous PVC
  - B. Homogeneous PVC
- 1.2. *COLORS: 100*
- 1.3. *TOTAL WEIGHT FT<sup>2</sup>=1LB VARIES BY SIZE*
  - A. Packaging ft<sup>2</sup>/carton
  - B. 45 (12" x 12", 12" x 18", 12" x 36", 18" x 18", 18" x 36")
  - C. 90 (36" x 36")
- 1.4. *PERFORMANCE CLASSIFICATION*
  - A. ASTM F 1700
  - B. Class III Solid Vinyl Tile
- 1.5. *GAUGE ASTM F 386 INCHES / MM .120 / 3*
- 1.6. *WEAR LAYER THICKNESS*
  - A. ASTM F 386 inches / mm
  - B. Heterogeneous .032 / .80
  - C. Homogeneous .120 / 3
- 1.7. *FLEXIBILITY ASTM F 137 GOOD*
- 1.8. *DIMENSIONAL STABILITY ASTM 2199 GOOD*
- 1.9. *RESIDUAL INDENTATION ASTM F 970 ASTM F 1914 EXCELLENT*
- 1.10. *FLAMMABILITY ASTM E 648 CLASS I CRF>0.45*
- 1.11. *SLIP RESISTANCE*
  - A. ASTM C 1028 Very Good (textures)
  - B. ASTM D 2047 Passes
  - C. ADA Compliant FTC Slip Resistant Classified Product
- 1.12. *SCUFF*
  - A. Cen-T-Tough™ is an advanced production technology.
  - B. Ensures a product will have a superior level of scuff resistance.
- 1.13. *SMOKE DENSITY ASTM E 662 <450; GOOD*
- 1.14. *ABRASION ASTM D 3884 EXCELLENT*
- 1.15. *CASTOR CHAIR SUITABILITY ITTS 205 VERY GOOD*
- 1.16. *COLOR FASTNESS ASTM F 1515 VERY GOOD*
- 1.17. *CHEMICAL RESISTANCE ASTM F 925 EXCELLENT*
- 1.18. *EUROPEAN CE-TESTING STANDARDS*
  - A. Centiva meets the equivalent characteristics



# HOMOGENEOUS SVT

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## **PART 2. WARRANTY**

- 2.1. *CENTIVA PROVIDES A COMMERCIAL 20 YEAR LIMITED WEAR WARRANTY AND A RESIDENTIAL LIFETIME LIMITED WEAR WARRANTY ON ALL PRODUCTS.*
- 2.2. *FOR COMPLETE WARRANTY, INSTALLATION, AND MAINTENANCE INFORMATION, PLEASE VISIT [WWW.CENTIVA.COM](http://WWW.CENTIVA.COM).*

## **PART 3. SURFACE TEXTURES**

### *3.1. GENERAL*

- A. Standard surface textures for Victory products are indicated in this brochure.
- B. These textures have been specifically chosen to complement the products.
- C. Coral Reef/Magics
  - a) JS = Granite
  - b) SS = Slate (recommended)
- D. Mineral Chip
  - a) FR = Frost (recommended)
  - b) JS = Granite
  - c) SS = Slate
- E. Canyon Colors/Glitter/US Solids/C-Tech
  - a) FC = Fresco
  - b) FR = Frost
  - c) PH = Pathway
  - d) QU = Quarry

## **PART 4. INSTALLATION**

### *4.1. GENERAL*

- A. The Victory Series homogeneous products including Coral Reef, Magics, and Mineral Chip are non-directional and should be pre-blended before installation begins.
- B. The Victory Series multi-layered products including Canyon Colors, C-Tech, Glitter, and US Solids are to be installed with one-quarter turn (tessellated) or in one direction.

# EVENT SERIES HETEROGENEOUS RESILIENT FLOORING

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## PART 1. GENERAL

### 1.1. CONSTRUCTION

- A. .030" clear, rigid, high density PVC wear layer
- B. .120" (3 mm) nominal gauge
- C. Edge: Square
- D. ASTM Specification F-1700
- E. Asbestos free
- F. Recycling: Suitable

### 1.2. SPECIFIER

- A. Specify per the example below with style, then color, series, surface, edge, and finally size.
- B. Specific product shall be: \_\_-\_\_-\_\_ Style \_\_-\_\_-\_\_ Color E-\_\_-\_\_ Series Surface \_\_-\_\_-\_\_ Edge in size \_\_-\_\_" x \_\_-\_\_"

### 1.3. WARRANTY

- A. Commercial Limited 20-Year Wear Warranty
- B. Residential Lifetime Wear Warranty

### 1.4. ADHESIVES SHALL BE:

- A. Centi 2001 Wet Set
- B. Centi 2000 EP
- C. Centi 6000 SP

### 1.5. INSTALLATION

- A. In accordance with the latest Centiva Installation Guidelines.
- B. Square tiles may be installed with one-quarter turn (tessellated) or in one direction.
- C. Centiva recommends the one-quarter turn installation method.
- D. Rectangular shaped tiles should be installed in one direction.

## PART 2. STYLES

### 2.1. GRANITE, LIMESTONE, QUARTZITE

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 12x18 and 18x18
- D. Surface Texture: Quarry (QU)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes

## EVENT SERIES HETEROGENEOUS RESILIENT FLOORING

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- c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.2. *MARBLE, SANDSTONE, OKARA STONE*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 12x18 and 18x18
- D. Surface Texture: Frost (FR)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.3. *RIVER ROCK*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 12x18 and 18x18
- D. Surface Texture: Rock (RK)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.4. *TRAVERTINE*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Layered tile consisting of wearlayer, film, and backing
- C. Sizes: 12x18 and 18x18
- D. Surface Texture: Quarry (QU)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.5. *EVENT PLANK*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Layered plank consisting of wearlayer, film, and backing
- C. Sizes: 4x36 and 6x36
- D. Surface Textures Available:

## **EVENT SERIES HETEROGENEOUS RESILIENT FLOORING**

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- a) European Cherry WP3307 E NG
  - b) Limed Oak WP3309 E NG
  - c) Burnt Ash WP3209 E WE
  - d) Smoked Oak WP3350 E RU
  - e) Harvest Oak WP3352 E RU
  - f) Toscano Travertine NS7212 E QU
  - g) Moroccan Quartzite NS7232 E QU
  - h) Seagrass Limestone NS7106 E QU
  - i) Cortez Gold NSRR61 E RK
  - j) Pueblo NSRR74 E RK
  - k) Mesa Verde NSRR73 E RK
  - l) Sacred Rock NSRR64 E RK
  - m) New Coronado NSRR75 E RK
  - n) Tucson Gray NSRR65 E RK
  - o) Canyon Gray NSRR72 E RK
- E. Test Performance:
- a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
- a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product



## CONTOUR SERIES RESILIENT TILE

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- a) ASTM C 1028 – Very Good (textures)
- b) ASTM D 2047 – Passes
- c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.2. *FESTIVAL – ASPHALT AND WEAVE*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 18x18 only
- D. Surface Texture
  - a) Frost (FR)
  - b) Quarry (QU) recommended for educational facilities
  - c) Fresco (FC)
  - d) Pathway (PH)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.3. *FESTIVAL – BETON, RAYS, AND TIDE*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 12x12, 12x18, 18x18, 12x36, 18x36, 36x36, 4x36, 6x36, plus additional custom sizes
- D. Surface Texture
  - a) Frost (FR)
  - b) Quarry (QU) recommended for educational facilities
  - c) Fresco (FC)
  - d) Pathway (PH)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.4. *FESTIVAL – CONCRETE II*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 18x18, 12x36, 18x36, 36x36, plus additional custom sizes
- D. Surface Texture
  - a) Frost (FR)
  - b) Quarry (QU) recommended for educational facilities

## CONTOUR SERIES RESILIENT TILE

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- c) Fresco (FC)
    - d) Pathway (PH)
  - E. Test Performance:
    - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
    - b) ASTM E 662, Smoke Density, <450 – Good
    - c) ASTM F 925, Chemical Resistance – Excellent
  - F. Slip Resistance
    - a) ASTM C 1028 – Very Good (textures)
    - b) ASTM D 2047 – Passes
    - c) ADA Compliant – FTC Slip Resistant Classified Product
- 2.5. *FESTIVAL – CUBIST*
  - A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
  - B. Construction: Multiple layers with backing that contains pre- and post-consumer material
  - C. Sizes: 12x12, 18x18, 12x36, plus additional custom sizes
  - D. Surface Texture
    - a) Frost (FR)
    - b) Quarry (QU) recommended for educational facilities
    - c) Fresco (FC)
    - d) Pathway (PH)
  - E. Test Performance:
    - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
    - b) ASTM E 662, Smoke Density, <450 – Good
    - c) ASTM F 925, Chemical Resistance – Excellent
  - F. Slip Resistance
    - a) ASTM C 1028 – Very Good (textures)
    - b) ASTM D 2047 – Passes
    - c) ADA Compliant – FTC Slip Resistant Classified Product
- 2.6. *FESTIVAL – SIGMA*
  - A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
  - B. Construction: Multiple layers with backing that contains pre- and post-consumer material
  - C. Sizes: 12x12, 18x18, 4x36, 6x36, plus additional custom sizes
  - D. Surface Texture
    - a) Frost (FR)
    - b) Quarry (QU) recommended for educational facilities
    - c) Fresco (FC)
    - d) Pathway (PH)
  - E. Test Performance:
    - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
    - b) ASTM E 662, Smoke Density, <450 – Good
    - c) ASTM F 925, Chemical Resistance – Excellent
  - F. Slip Resistance
    - a) ASTM C 1028 – Very Good (textures)
    - b) ASTM D 2047 – Passes
    - c) ADA Compliant – FTC Slip Resistant Classified Product
- 2.7. *STONE – AEGEAN*
  - A. Classification: ASTM F 1700 Class III Solid Vinyl Tile

## CONTOUR SERIES RESILIENT TILE

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- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Size: 12x12 only
- D. Surface Texture
  - a) Frost (FR)
  - b) Quarry (QU) recommended for educational facilities
  - c) Fresco (FC)
  - d) Pathway (PH)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.8. *STONE – ANCIENT STONE, ARACADIAN, CLASSICO, PORTOKALI, AND SANTORINI*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 12x12, 18x18, plus additional custom sizes
- D. Surface Texture
  - a) Frost (FR) recommended for Classico
  - b) Quarry (QU) recommended for Arcadian
  - c) Fresco (FC) recommended for Portokali
  - d) Pathway (PH) recommended for Ancient Stone and Santorini
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
- G. ADA Compliant – FTC Slip Resistant Classified Product

### 2.9. *STONE - ATLANTIS*

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 12x12, 12x18, 18x18, 12x36, 18x36, 36x36, plus additional custom sizes
- D. Surface Texture
  - a) Frost (FR)
  - b) Quarry (QU) recommended for Atlantis “Beige”, “Bone”, and “Metal”
  - c) Fresco (FC) recommended for Atlantis “Brown”, “Gray”, and “Blue”
  - d) Pathway (PH)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent



## CONTOUR SERIES RESILIENT TILE

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- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
- G. ADA Compliant – FTC Slip Resistant Classified Product

### 2.10. STONE – MODERN LIME

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 12x12, 18x18, 36x36, plus additional custom sizes
- D. Surface Texture
  - a) Frost (FR)
  - b) Quarry (QU) recommended
  - c) Fresco (FC)
  - d) Pathway (PH)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.11. WOOD – BLOCKWOOD

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Size: 36x36 only
- D. Surface Texture
  - a) Frost (FR)
  - b) Quarry (QU) recommended
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

### 2.12. WOOD – CONTOUR PLANK

- A. Classification: ASTM F 1700 Class III Solid Vinyl Tile
- B. Construction: Multiple layers with backing that contains pre- and post-consumer material
- C. Sizes: 3x36, 4x36, 6x36, or 7.2x48
- D. Surface Texture
  - a) Frost (FR)
  - b) Natural Grain (NG)
  - c) Rough (RG)
  - d) Sawn (SW)

## CONTOUR SERIES RESILIENT TILE

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- e) Tick (TK)
- E. Test Performance:
  - a) ASTM E 648, Critical Radiant Flux, Class I CRF>0.45
  - b) ASTM E 662, Smoke Density, <450 – Good
  - c) ASTM F 925, Chemical Resistance – Excellent
- F. Slip Resistance
  - a) ASTM C 1028 – Very Good (textures)
  - b) ASTM D 2047 – Passes
  - c) ADA Compliant – FTC Slip Resistant Classified Product

# CENTI 6000 SP SPECIAL PURPOSE ADHESIVE

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## **PART 1. PRODUCT DESCRIPTION**

### *1.1. PRODUCT SPECIFICATIONS*

- A. Water based acrylic adhesive for rubber and vinyl flooring
- B. White paste in appearance
- C. Consistency: Medium Paste
- D. Weight: 9.7 lbs. / gal
- E. VOCs: -0- calculated, low odor / odorless
- F. All Centiva adhesives meet SCAQMD Rule 1168 standards
- G. Highly water soluble
- H. Clean with soap and water
- I. Use of gloves is recommended
- J. Shelf Life: 1 year at 70°F, unopened
- K. Open Time: 45 minutes, depending on temperature/humidity and sub-floor porosity
- L. Coverage
  - a) 120-130 sq. ft./gal.
  - b) Coverage will vary depending on floor

### *1.2. PRODUCT INFORMATION*

- A. CENTI 6000 SP Special Purpose adhesive is solvent-free, non-flammable, freeze/thaw stable, and odorless when dry.
- B. CENTI 6000 SP contains micro-biocides to inhibit the growth of mold and mildew.
- C. CENTI 6000 SP can be used to install luxury vinyl tile and vinyl plank flooring over porous and non-porous floors.
- D. CENTI 6000 SP exhibits quick grab, excellent moisture resistance, and spreads easily.
- E. Centi 6000 SP has excellent resistance to plasticizer migration and sets to a tough permanent bond.
- F. Only Centiva adhesive is to be used for installing Centiva flooring.
- G. CENTI 6000 SP may be used to install Event, Contour, and Victory Series products, excluding Coral Reef, Magics, and Mineral Chip.

## **PART 2. INSTALLATION**

### *2.1. PREPARE SURFACE*

- A. CENTI 6000 SP may be used on all grade levels of concrete-on, above, or below grade, in the absence of moisture, as well as suspended approved wood floors (APA).
- B. Make sure all sub-floors are clean, dry, free of dirt, dust, old adhesives, grease, wax, and other foreign matter that might interfere with the adhesive bond.
- C. Painted or varnished surfaces must be sanded and dust-free.

## CENTI 6000 SP SPECIAL PURPOSE ADHESIVE

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- D. Concrete floors must be fully cured, free from dust, moisture, excessive alkalinity, curing agents, and excessive moisture vapor emissions.
- E. Use a high-quality latex/Portland cement based-type patching compound to fill or level any irregular areas.
- F. The sub-floor, flooring material, and adhesive must be acclimatized to the installation area for a minimum of 48 hours prior to installation.
- G. The area should be fully enclosed, weathertight, with permanent HVAC system set and maintained at a minimum temperature of 68-72°F for 48 hours prior to, during, and after installation.
- H. It is essential that moisture tests be performed on all concrete sub-floors regardless of grade level or whether or not the concrete is freshly poured or is classified as an older slab.
- I. Moisture testing:
  - a) Should be performed using ASTM F 1869 (calcium chloride test) or ASTM F 2170 (relative humidity).
  - b) Moisture levels should not exceed 6 lbs/1,000 sq. ft. (CC) or 75% relative humidity in a 24 hour time period.
  - c) If test results exceed the limitations, the installation should not proceed until the problem is corrected. See ASTM F 710 for additional information.
- J. CENTI 6000 SP is recommended for porous and non-porous applications.
  - a) It is the responsibility of the user to determine whether or not the sub-floor to be covered is porous.
  - b) To determine if a sub-floor is porous, place two droplets of water in various areas. If the sub-floor is porous, the water will be absorbed within a few seconds.

### 2.2. APPLY ADHESIVE

- A. Use a  $\frac{1}{16} \times \frac{1}{16} \times \frac{1}{16}$  inch square notched trowel. (porous)
- B. Use a  $\frac{1}{32} \times \frac{1}{16} \times \frac{1}{32}$  inch U-notched trowel. (non-porous)
- C. For porous sub-floors, apply adhesive using a  $\frac{1}{16} \times \frac{1}{16} \times \frac{1}{16}$  inch square notched trowel.
- D. Once troweled, the adhesive should be allowed to remain open (flash off) for 5- 10 minutes before placement of the flooring material.
- E. Once placed, the material should be rolled immediately using a 100 lb roller.
- F. Remove any excess adhesive when rolling.
- G. For non-porous sub-floors, apply adhesive using a  $\frac{1}{32} \times \frac{1}{16} \times \frac{1}{32}$  inch U-notched trowel.
- H. Adhesive must be allowed to dry to touch, so that there is little or no transfer of adhesive to the finger.
- I. Once the adhesive dries to the touch, it is ready to accept flooring material.
- J. Roll immediately after the flooring material has been placed into the adhesive with a 100 lb roller.
- K. Remove any excess adhesive when rolling.
- L. From the time the adhesive is allowed to dry to the touch, to the time it must be

## CENTI 6000 SP SPECIAL PURPOSE ADHESIVE

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- covered is 30-40 minutes depending on temperature and humidity.
- M. If the adhesive is allowed to remain uncovered, after initially drying, for periods longer than recommended, a loss in adhesion strength will result.
  - N. The installer must take care not to spread more adhesive than can be worked appropriately within the recommended time frame.
  - O. Remove wet adhesive immediately with a damp cloth.
  - P. Use mineral spirits to remove dried adhesive.
  - Q. Do not apply solvents directly to flooring material as a loss of strength/gloss/texture may result.
  - R. If a tile needs to be cleaned of excess adhesive material on the finished surface, use the solvent sparingly in a slight rubbing manner.

### **PART 3. LIMITATIONS**

#### **3.1. STORAGE**

- A. Store indoors only.
- B. Protect from freezing.
- C. Adhesive is freeze/thaw stable 5 cycles to 0°F.
- D. Prolonged or repeated freeze/thaw cycles should be avoided.
- E. Should adhesive freeze, allow to thaw at room temperature and stir well before using.
- F. The finished installation must be protected from moisture and/or freezing for a minimum of 48 hours.

#### **3.2. AFTER INSTALLATION**

- A. Restrict heavy foot traffic and rolling loads for 24 hours.
- B. Do not wash or wax the floor for a minimum of 48 hours after installation.

# **CENTI 2000 EP EPOXY ADHESIVE FOR RESILIENT FLOOR TILE AND PLANK ADHESIVE**

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## **PART 1. PRODUCT DESCRIPTION**

### **1.1. PRODUCT SPECIFICATIONS**

- A. Epoxy based adhesive
- B. Beige paste in appearance
- C. Consistency: Medium Paste
- D. Weight: 12.5 lbs. / gal
- E. VOCs: -0- calculated
- F. All Centiva adhesives meet SCAQMD Rule 1168 standards
- G. Shelf Life: 1 year at 70°F, unopened
- H. Open Time: 40 - 50 minutes, depending on temperature/humidity and sub-floor porosity
- I. Coverage
  - a) 130-150 sq. ft./gal.
  - b) Coverage will vary depending on floor type

### **1.2. PRODUCT INFORMATION**

- A. CENTI 2000 EP epoxy adhesive is solvent-free, non-flammable, and odorless when dry.
- B. CENTI 2000 EP contains micro-biocides to inhibit the growth of mold and mildew.
- C. CENTI 2000 EP is a two-component product and cures to a tough, flexible film.
- D. CENTI 2000 EP recommended for the installation of vinyl flooring products on approved sub-floors for both porous and non-porous applications.
- E. Only Centiva adhesive is to be used for installing Centiva flooring.
- F. CENTI 2000 SP may be used to install Event, Contour, and Victory Series products.

## **PART 2. INSTALLATION**

### **2.1. PREPARE SURFACE**

- A. CENTI 2000 EP may be used on all grade levels of concrete-on, above, or below grade, in the absence of moisture, as well as suspended approved wood floors (APA).
- B. Make sure all sub-floors are clean, dry, free of dirt, dust, old adhesives, grease, wax, and other foreign matter that might interfere with the adhesive bond.
- C. Painted or varnished surfaces must be sanded and dust-free.
- D. Concrete floors must be fully cured, free from dust, moisture, excessive alkalinity, curing agents, and excessive moisture vapor emissions.
- E. Use a high-quality latex/Portland cement based-type patching compound to fill or level any irregular areas.
- F. The sub-floor, flooring material, and adhesive must be acclimatized to the

## **CENTI 2000 EP EPOXY ADHESIVE FOR RESILIENT FLOOR TILE AND PLANK ADHESIVE**

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- installation area for a minimum of 48 hours prior to installation.
- G. The area should be fully enclosed, weathertight, with permanent HVAC system set and maintained at a minimum temperature of 68-72°F for 48 hours prior to, during, and after installation.
  - H. If adhesive is subject to heat, setup time will be shortened significantly. The opposite will occur if stored in a cold area.
  - I. Moisture Testing
    - a) It is essential that moisture tests be performed on all concrete sub-floors regardless of grade level or whether or not the concrete is freshly poured or is classified as an older slab.
    - b) Moisture testing should be performed using ASTM F 1869 (calcium chloride test) or ASTM F 2170 (relative humidity).
    - c) Moisture levels should not exceed 6 lbs/1,000 sq. ft. (CC) or 75% relative humidity in a 24 hour time period.
    - d) If test results exceed the limitations, the installation should not proceed until the problem is corrected.
    - e) See ASTM F 710 for additional information.

### **2.2. APPLY ADHESIVE**

- A. Use a 1/16 x 1/16 x 1/16 inch square notched trowel.
- B. A unit of CENTI 2000 EP consists of two (2) parts labeled Part A and Part B.
- C. After opening each container use a can opener to cut the rims off both containers.
- D. Thoroughly mix Part A and Part B separately.
- E. Combine the two (2) parts making sure that ALL of the contents of one can are added to ALL the contents of the second can.
- F. Mix the two parts together thoroughly until they are a uniform color.
- G. Immediately after mixing the two parts together, pour the contents into an open, flat pan or on the floor.
- H. Epoxy adhesive cures by chemical reaction; the heat generated by that process reduces the open time and curing is accelerated if left in the can.
- I. Spread the adhesive using a 1/16 x 1/16 x 1/16 inch square notched trowel.
- J. After spreading the adhesive lay the tile into it immediately.
- K. Check open time periodically by lifting a section just laid to be certain there is transfer of adhesive to the back of the floor covering.
- L. The open time will vary with the temperature, humidity, and porosity of the sub- floor.
- M. Use a kneeling board or work off of the tile whenever possible.
- N. After installation roll the floor using a 100 lb sectional roller, first in one direction and then in a direction at a right angle to the first line of direction.
- O. Remove any excess adhesive when rolling.

# **CENTI 2000 EP EPOXY ADHESIVE FOR RESILIENT FLOOR TILE AND PLANK ADHESIVE**

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- P. THE FLOOR MUST BE ROLLED BEFORE THE ADHESIVE HARDENS.
- Q. Use denatured alcohol or mineral spirits to remove wet adhesive.
- R. Do not apply solvents directly to flooring material as a loss of strength/gloss/texture may result.
- S. If a tile needs to be cleaned of excess adhesive material on the finished surface, use the solvent sparingly in a slight rubbing manner.
- T. Cured adhesive is very difficult to remove.

## **PART 3. LIMITATIONS**

### **3.1. STORAGE**

- A. Store indoors only.
- B. Protect from freezing.
- C. Adhesive is freeze/thaw stable to 0°F.
  
- D. Prolonged or repeated freeze/thaw cycles should be avoided.
- E. Should adhesive freeze, allow to thaw at room temperature and stir well before using.
- F. The finished installation must be protected from moisture and/or freezing for a minimum of 24 hours.

### **3.2. AFTER INSTALLATION**

- A. Allow 8-12 hours for light foot traffic and 24-48 hours for heavy foot traffic.
- B. Do not wash or wax the floor for a minimum of 48 hours after installation.



# CENTI 2001WET SET ADHESIVE FOR RESILIENT FLOOR TILE AND PLANK

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## PART 1. PRODUCT DESCRIPTION

### 1.1. SPECIFICATIONS

- A. Base: Latex
- B. Color: Cream
- C. Weight: 9.3 lbs/gal
- D. VOCs: -0- calculated
- E. Consistency: Medium Paste
- F. Shelf Life: One year, unopened
- G. Open Time: approximately 25 minutes, depending on temperature/humidity and sub-floor porosity
- H. Coverage
  - a) 125 sq. ft./gal.
  - b) Coverage will vary depending on floor type
- I. All Centiva adhesives meet SCAQMD Rule 1168 standards.
- J. Not for use over non-porous floors.

### 1.2. PRODUCT DESCRIPTION

- A. CENTI 2001Wet Set adhesive is solvent-free, nonflammable, freeze/thaw stable, and odorless when dry.
- B. CENTI 2001Wet Set contains microbiocides to inhibit the growth of mold and mildew.
- C. CENTI 2001Wet Set can be used to install luxury vinyl tile and vinyl plank flooring over porous floors.
- D. CENTI 2001 Wet Set exhibits quick grab, excellent moisture resistance, and spreads easily.
- E. Only Centiva adhesive is to be used for installing Centiva flooring.
- F. CENTI 2001 Wet Set may be used to install Event, Contour, and Victory Series products.

## PART 2. INSTALLATION

### 2.1. PREPARE SURFACE

- A. Do not use CENTI 2001Wet Set over existing resilient flooring or painted sub- floors.
- B. Not for use over non-porous floors such as sealed concrete, metal, existing sheet flooring.
  - a) It is the responsibility of the user to determine whether or not the sub-floor to be covered is porous.
  - b) To determine if a sub-floor is porous, place two droplets of water in various areas.
  - c) If the sub-floor is porous, the water will be absorbed within a few seconds.
- C. Use CENTI 2001Wet Set on grade, above grade, or below grade.
- D. CENTI 2001 Wet Set may be used over porous structurally sound surfaces of plywood and concrete.

## CENTI 2001WET SET ADHESIVE FOR RESILIENT FLOOR TILE AND PLANK

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- E. Make sure all sub-floors are clean, dry, free of dirt, dust, old adhesives, grease, wax, and other foreign matter that might interfere with the adhesive bond.
- F. Painted or varnished surfaces must be sanded and dust-free.
- G. Concrete floors must be fully cured, free from dust, moisture, excessive alkalinity, curing agents, and excessive moisture vapor emissions.
- H. If applying over old cutback, all old adhesive must be removed so that the floor is smooth.
- I. Use a high-quality latex/Portland cement based-type patching compound to fill or level any irregular areas.
- J. The sub-floor, flooring material, and adhesive must be acclimatized to the installation area for a minimum of 48 hours prior to installation.
- K. The area should be fully enclosed, weather-tight, with permanent HVAC system set and maintained at a minimum temperature of 68-72°F for 48 hours prior to, during, and after installation.
- L. Moisture Testing
  - a) It is essential that moisture tests be performed on all concrete sub-floors regardless of grade level or whether or not the concrete is freshly poured or is classified as an older slab.
  - b) Moisture testing should be performed using ASTM F 1869 (calcium chloride test) or ASTM F 2170 (relative humidity).
  - c) Moisture levels should not exceed 6 lbs/1,000 sq. ft. (CC) or 75% relative humidity in a 24 hour time period.
  - d) If test results exceed the limitations, the installation should not proceed until the problem is corrected.
  - e) See ASTM F 710 for additional information.

### 2.2. APPLY ADHESIVE

- A. Apply adhesive using a 1/16 x 1/16 x 1/16 inch square notched trowel.
- B. Apply only that amount of adhesive that can be covered in 25 minutes.
- C. Open time will vary according to temperature, humidity, and porosity of the sub- floor.
- D. For best results, let the adhesive flash off before installing the planks or tile.
- E. Do not allow adhesive to skin over.
- F. If the open time is exceeded and the film has skinned over, adhesive must be scraped up, then reapplied.
- G. Check open time periodically by lifting a section just laid to be certain that at least 95% of the adhesive pattern has been transferred to the back of the plank or tile.
- H. Position planks or tile firmly in the adhesive without sliding them.
- I. Roll each section immediately upon completion with a 100 lb sectional roller.
- J. Re-roll the entire floor after 1-2 hours.
- K. Remove wet adhesive immediately with a damp cloth.
- L. Use mineral spirits to remove dried adhesive.
- M. Do not apply solvents directly to flooring material as a loss of strength/gloss/texture may result.
- N. If a tile needs to be cleaned of excess adhesive material on the finished surface, use the solvent sparingly in a slight rubbing manner

# CENTI 2001WET SET ADHESIVE FOR RESILIENT FLOOR TILE AND PLANK

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## **PART 3.     LIMITATIONS**

### **3.1.     *STORAGE***

- A.     Store indoors only. Protect from freezing. Adhesive is freeze/thaw stable to 10°F.
- B.     Prolonged or repeated freeze/thaw cycles should be avoided.
- C.     Should adhesive freeze, allow to thaw at room temperature and stir well before using.

### **3.2.     *AFTER INSTALLATION***

- A.     The finished installation must be protected from moisture and/or freezing for a minimum of 48 hours.
- B.     Restrict heavy foot traffic or rolling loads for at least 24 hours.
- C.     Do not wash or wax the floor for a minimum of 48 hours after installation.
- D.     Not for use over non-porous floors.

# EPOXY FLOORING – STANDARD, FOOD PREP, AND QUICK

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## **PART 1. GENERAL**

### *1.1. GENERAL REQUIREMENTS*

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

### *1.2. WORK INCLUDED*

- A. Work of this Section includes all labor, materials, equipment and services necessary to complete the urethane cement composition flooring and integral base as scheduled on the drawings and/or specified herein.

### *1.3. RELATED WORK*

- A. Concrete - Section 03300.
  - a) Concrete should be either water cured or cured using sodium silicate curing compounds only.
  - b) Other types of curing compounds are generally not acceptable.
  - c) Concrete should be cured for a minimum of 28 days.
  - d) On grade floors should have functioning vapor retarder beneath slab.
- B. Floor drains - Division 15.
  - a) Floor drains, clean-outs, etc. should be of the "floor-flange" type as manufactured for use with composition floors by most major drain manufacturers.

### *1.4. SUBMITTALS*

- A. Should be in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product Data: Submit manufacturer's technical data, application instructions and general recommendations for the urethane cement composition flooring specified herein.
- C. LEED Submittals:
  - a) Product Data for Credit MR 4.1 and Credit MR 4.2: For products having recycled content, submit documentation indicating percentages by weight of postconsumer and preconsumer recycled content.
  - b) Include statement indicating costs for each product having recycled content.
  - c) Include LEED Product Information Form for LEED Credits MR 4.1 and 4.2. 2.
  - d) Product Data for Credit EQ 4.2: For field applied, interior, paints coatings and primers, include printed statement of VOC content indicating compliance with Credit requirements.
  - e) Include LEED Product Information Form for LEED Credit EQ 4.2.
  - f) Provide additional documentation for products as required to achieve each Credit(s).
- D. Samples for initial selection purposes in form of sample of red, gray or natural pigmented Tek-Crete.
- E. Dex-O-Tex Colorflake L has a manufacturer's color chart available with a full range of colors including white and off white.
- F. Submit 2-1/2" x 4" Tek-Crete samples in color (red or gray) the selection shall be designated by the Architect.

## EPOXY FLOORING – STANDARD, FOOD PREP, AND QUICK

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- G. Samples for Verification: For each resinous flooring system or color specified, Provide 2 each, 6 inches (150mm) square samples in the selected color and texture, applied to a ridged backing by the installing contractor for this project.
- H. Material certificates signed by manufacturer certifying that the urethane cement composition flooring supplied for the project complies with requirements specified herein.
- I. Maintenance Instructions: Submit manufacturer's written instructions for recommended maintenance practices.
- J. Contractor Certification: Submit a letter from the primary materials manufacturer certifying that the installing contractor has been properly trained in the application of the materials being install, is acceptable to the materials manufacturer, with a record of successful in-service performance.
- K. Engage an installer who employs only persons trained and approved by the resinous flooring manufacturer for applying resinous flooring systems specified.
- L. Engage an installer who is certified in writing by the resinous flooring manufacturer as a factory trained applicator qualified to apply the specified resinous flooring system.

### 1.5. *QUALITY ASSURANCE*

- A. Installer Qualifications: Engage an experienced installer or applicator who has specialized in installing resinous flooring types similar to that required for this Project and who is acceptable to manufacturer of primary materials.
- B. Single-Source Responsibility: Obtain urethane cement composition flooring materials, including primers, resins, hardening agents, and finish or sealing coats, from a single manufacturer.
- C. Provide secondary materials, including patching and fill materials, joint sealant, accessory items, and repair materials, of a type and from a source recommended by the manufacturer of the primary materials.
- D. Qualified Materials: Request for material approvals for any products other than the specified products must be submitted to the architect two weeks prior to the bid, including complete application specification, physical characteristics, and chemical resistance data.
- E. Any request after this date will not be accepted.
- F. Failure of performance requires immediate removal and replacement of unapproved substituted material with those originally specified at no cost to the owner, architect, construction manager, or general contractor.
- G. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set the standard of quality for materials and installation.
- H. Apply all components of the specified resinous flooring system at the specified thickness and finished in the texture and color as selected.
- I. Apply a minimum 100 square feet area to simulate the actual installation characteristics.
- J. Include areas that demonstrate the finished cove base, joint detailing, terminations or any other special conditions.
- K. Simulate finished lighting conditions for Architects review of mockups.
- L. Approved mockups may become part of the completed work if undisturbed at the time of substantial completion.

# EPOXY FLOORING – STANDARD, FOOD PREP, AND QUICK

## 1.6. DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in original packages and containers with seals unbroken and bearing manufacturer's labels containing brand name and directions for storage and mixing with other components.
- B. Store materials to comply with manufacturer's directions to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.
- C. Lighting: Permanent lighting will be in place and working before installing polymeric floor coating.

## 1.7. PROJECT CONDITIONS

- A. Environmental Conditions: Comply with urethane cement composition flooring manufacturer's directions for maintenance of ambient and substrate temperature, moisture, humidity, ventilation, and other conditions required to execute and protect Work.
- B. Lighting: Permanent lighting will be in place and working before installing resinous flooring.
- C. Moisture Vapor Transmission: Perform Calcium Chloride test in conformance to ASTM F 1869-09 or in-situ relative humidity test conforming to ASTM F 2170 to determine moisture vapor emission levels prior to application of any component of the flooring system.
- D. Do not install flooring over substrate with MVT emission levels in excess of 14 lbs. per 24 hour period over a 1000 square foot area or with a relative humidity in excess of 88%.
- E. Notify the architect immediately if MVT or rH levels exceed these levels.

## PART 2. PRODUCTS

### 2.1. MATERIALS

- A. Troweled urethane cement composition flooring shall be Dex-O-Tex Tek-Crete SL-CF Urethane Cement Composition Flooring.
- B. Monolithic applications for quick installation turn around shall be Tek-Crete SL Urethane Mortar with Optional Integral Cove Base.
- C. Decorative flake polymeric floor coating shall be Dex-O-Tex Colorflake L.
- D. Known manufacturer: Crossfield Products Corp. in Rancho Dominguez, California and Roselle Park, New Jersey.

### 2.2. DEX-O-TEX TEK-CRETE SL-CF PROPERTIES

- A. Colors: As indicated, or if not otherwise indicated, as selected by Architect from manufacturer's standard colors.
- B. Physical Properties: Provide flooring system that meet or exceed the listed minimum physical property requirements when tested according to the referenced standard test method in parentheses.
  - a) Compressive Strength (ASTM C579): 8,100 psi
  - b) Thermal Distortion (250OF Emersion): Passes
  - c) Tensile Strength (ASTM C 307): 1,000 psi
  - d) Flexural Strength (ASTM C 580): 2,000 psi
  - e) Thermal Co-Efficient of Thermal Expansion (ASTM C 531): 1.4x10<sup>5</sup>
  - f) Density (ASTM C905): 130 lbs/ft<sup>3</sup>
  - g) Water Absorption (MIL PRF-3134): 0.64%
  - h) Surface Hardness (ASTM D2240): 85- 90
  - i) Durometer "D" Abrasion Resistance (ASTM D1044): 0.0 gr.

## EPOXY FLOORING – STANDARD, FOOD PREP, AND QUICK

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- j) Adhesion (ASTM D4541): >400 psi (100% failure in concrete)
- k) Flammability-Critical Radiant Flux (ASTM E648): Greater than 1.07 watts/cm<sup>2</sup>
- l) Resistance to Fungal Growth (ASTM G21): Passes Rating 1

### 2.3. *TEK-CRETE SL URETHAN MORTAR PHYSICAL PROPERTIES*

- A. Compressive Strength (ASTM C579): 8,100 psi
- B. Tensile Strength (ASTM C307): 1,000 psi
- C. Flexural Strength (ASTM C580): 2,000 psi
- D. Hardness (ASTM D2240): Shore D 85-90
- E. Thermal Coefficient of Linear Expansion (ASTM C531 (in/in/°F): 1.5x10<sup>-5</sup>
- F. Density (ASTM C905): lbs/ft.<sup>3</sup> 130
- G. Water Absorption (MIL-D-3134 Para. 4.6.5): 0.64%
- H. Flammability (ASTM E648): >1.07 watts/cm<sup>2</sup>
- I. Adhesion (ASTM D4541): >400 psi (100% failure in concrete substrate)
- J. Temperature Distortion Crossfield Lab: Passes (dry, wet and oil at 350°F or 121°C)
- K. Microbial Resistance (ASTM G21): Passes Rating 1

### 2.4. *DEX-O-TEX COLORFLAKE L DECORATIVE FLAKE POLYMERIC FLOOR COATING PHYSICAL PROPERTIES*

- A. Thickness: 15 – 21 mils
- B. Pencil Hardness (ASTM D3363): 3H
- C. Impact Resistance (ASTM D2794): Direct 50 in. lbs. / Reverse 10 in. lbs.
- D. Thermal Shock (ASTM D1211): Complies
- E. Flexibility (ASTM D1737): 180° Bend (1/2” Mandrel) Passes

## PART 3. EXECUTION

### 3.1. *INSPECTION*

- A. Examine the areas and conditions where the flooring is to be installed and notify the Architect of conditions detrimental to the proper and timely completion of the work.
- B. Do not proceed with the work until unsatisfactory conditions have been corrected by the Contractor in a manner acceptable to the Architect.
- C. Moisture Test: Perform moisture test in conformance with ASTM F 1869 and ASTM F 2170 3.02

### 3.2. *PREPARATION: DEX-O-TEX TEK-CRETE SL-CF*

- A. Substrate: Perform preparation and cleaning procedures according to flooring manufacturer's instructions for particular substrate conditions involved, and as specified. Provide clean, dry, and neutral substrate for flooring application.
- B. Concrete Surfaces: Shot-blast, or power scarify as required to obtain optimum bond of flooring to concrete. Remove sufficient material to provide a sound surface free of laitance, glaze, efflorescence, and any bond-inhibiting curing compounds or form release agents. Remove grease, oil, and other penetrating contaminants. Prepare substrate in accordance with SSPC SP 13. Repair damaged and deteriorated concrete to acceptable condition. Leave surface free of dust, dirt, laitance, and efflorescence.

## EPOXY FLOORING – STANDARD, FOOD PREP, AND QUICK

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- C. Materials: Mix resin hardener and aggregate as required, and prepare materials according to flooring system manufacturer's instructions.

### 3.3. *PREPARATION: TEK-CRETE SL URETHANE MORTAR*

- A. Prepare substrate surface by careful and thorough removal of all laitance, greases and other foreign matter that may interfere with bond.
- B. Prepare concrete surfaces in accordance with SSPC SP 13.
- C. Optional Primer: Use an optional primer over porous substrate surfaces. Consult manufacturer when required.
- D. Screed Tek-Crete Self Leveling to the specified thickness 3/16" (4.7mm) - 1/4" (6.3mm).

### 3.4. *PREPARATION: DEX-O-TEX COLORFLAKE L*

- A. Perform preparation and cleaning procedures according to the flooring manufacturer's instructions for the particular substrate conditions involved.
- B. Provide clean, dry, and neutral substrate for flooring application.
- C. Shot-blast, acid etch, or power scarify as required to obtain optimum bond of flooring to concrete.
- D. Remove sufficient material to provide a sound surface free of laitance, glaze, efflorescence, and any bond inhibiting curing compounds or form release agents.
- E. Remove grease, oil, and other penetrating contaminants.
- F. Repair damaged and deteriorated concrete to acceptable condition.
- G. Leave surface free of dust, dirt, laitance, and efflorescence.

### 3.5. *APPLICATION*

- A. General: Apply each component of flooring system according to manufacturer's directions to produce a uniform monolithic flooring surface of thickness indicated.
- B. Urethane Body Coat: Over prepared surface, Screed mortar mix at nominal 3/16" – 1/4"-inch thickness as specified. Allow material flow out and begin to settle. Back roll with a spike roller or looped roller as appropriate to distribute material to a smooth even finish.
- C. Color Flake Chip Broadcast: Broadcast selected colored flake chip aggregate blend into the wet Body Coat. Apply to an even distribution and texture, allow to cure.
- D. Remove Excess Chip Aggregate: Remove all loose or unsound colored flake chip aggregate from the cured surface. Vacuum up all dust and fine particles from the surface, remove any ridge lines and detail all imperfection in the textured surface.
- E. Apply the selected clear seal coats as recommended to produce a surface matching the submittal sample and project mock-up samples.
- F. Cove Base: Apply cove base mix to wall surfaces at locations shown to form cove base height of 4 inches unless otherwise indicated. Follow manufacturer's printed instructions and details including taping, mixing, troweling, and sanding, of cove base.
- G. DEX-O-TEX Colorflake L:
  - a) Apply each component of decorative flake polymeric floor coating system according to manufacturer's directions to produce a uniform monolithic flooring surface.
  - b) Apply epoxy bond coat over prepared substrate at manufacturer's recommended spreading rate.



## EPOXY FLOORING – STANDARD, FOOD PREP, AND QUICK

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- c) Over bond coat apply nominal 8-12 DFT thickness Colorflake L Color Coating by roller in two coats at manufacturer's recommended spreading rate.
- d) Broadcast PVC color ship into the wet resin to the desired density and color combination as selected and approved.
- e) Apply two coats of clear polymeric enamel over the cured color and PVC broadcast.
- f) Lightly sand between coats.

### 3.6. *CURING, PROTECTION AND CLEANING: DEX-O-TEX TEK-CRETE SL-CF*

- A. Cure urethane cement composition flooring materials according to manufacturer's directions, taking care to prevent contamination during application stages and before completing curing process.
- B. Close application area for a minimum of 24 hours.

### 3.7. *CURING, PROTECTION, AND CLEANING: TEK-CRETE SL URETHANE MORTAR*

- A. Tek-Crete Self Leveling is rapidly cured allowing for quick return to service, including use of forklifts within 24 hours of work completion.
- B. Tek-Crete Self Leveling can be applied at temperatures ranging between 45°F (7°C) and 85°F (29°C).
- C. In general, the more aggressive the finished surface the greater the coefficient of friction and corresponding skid resistance, but the more difficult to clean.
- D. The smoother the finished texture the easier the surface is to clean, but there is a loss of skid resistant properties.
- E. Cleaning and disinfecting compounds and cleaning techniques can affect the color, gloss, texture and performance of the system.
- F. As a precautionary step, manufacturer recommends that the end-users test their cleaning and disinfecting compounds on a sample or on a small, out of the way finished area, utilizing the intended cleaning technique prior to cleaning the entire surface area. If no deleterious effects are observed, the procedure can be continued. If the cleaning and disinfecting compounds or cleaning techniques damage the system, modification of the cleaning materials or techniques will be required.

### 3.8. *CURING, PROTECTION, AND CLEANING: DEX-O-TEX COLORFLAKE L*

- A. Cure polymeric floor coating materials according to manufacturer's directions, taking care to prevent contamination during application stages and before completing curing process.
- B. Close application area for a minimum of 24 hours.

# POLISHED CONCRETE

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## **PART 1. GENERAL**

### *1.1. RELATED DOCUMENTS*

- A. Drawings, general provisions of the Contract, and other related construction documents such as Division 01 specifications apply to this Section.

### *1.2. SUMMARY*

- A. This section includes products and procedures for the installation of the ULTRAFLOOR® Polished Concrete System using a multi-step dry mechanical process and accessories specified to achieve specified Level (A, B or C) gloss finish:
  - a) DIAMATIC Mechanical Diamond Grinding and Polishing Equipment
  - b) ARDEX Concrete Repair Materials
  - c) ARDEX Concrete Topping Treatment Chemicals
- B. Related Sections include the following:
  - a) Section 03 30 00, Cast-In-Place Concrete
  - b) Section 07 26 19, Topical Moisture Vapor Mitigation

### *1.3. SUBMITTALS*

- A. Product Data
  - a) Submit manufacturer's product data and installation instructions for each material and product used.
  - b) Include manufacturer's Material Safety Data Sheets.
- B. Qualification Data
  - a) Provide written documentation from the manufacturer confirming that installer meets the qualifications as specified and is eligible for manufacturer's warranty.
- C. Maintenance Data
  - a) Provide manufacturer's instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under intended use.
  - b) These instructions should contain precautions against cleaning products and methods that may be detrimental to finishes and performance.

## **PART 2. QUALITY ASSURANCE**

### *2.1. MANUFACTURER QUALIFICATIONS*

- A. The ULTRAFLOOR® ARDEX® DIAMATIC® Polished Concrete System consists of a process and products engineered and manufactured by ARDEX and DIAMATIC.
- B. Any substitutions are not permitted and void warranty.

### *2.2. INSTALLER QUALIFICATIONS*

- A. Product(s) for the ULTRAFLOOR® ARDEX® DIAMATIC® Polished Concrete System must be installed by an ARDEX DIAMATIC factory trained or approved installer either as a single source or through a joint venture, including the use of DIAMATIC equipment and diamond abrasives, and ARDEX DIAMATIC concrete preparation, toppings, joint treatment and chemical hardening and finishing materials.
- B. Qualified installers may include an ARDEX LevelMaster Elite™ who specializes in the installation of ARDEX products, a DIAMATIC Elite™ who specializes in the use of DIAMATIC polishing equipment or an ULTRAFLOOR ELITE™ who has specific experience with the installation of ARDEX DIAMATIC products and systems.

## **POLISHED CONCRETE**

- C. Installer must be approved in writing by ARDEX or DIAMATIC and experienced in performing specified work similar in design, products and scope of this project, with a documented track record of successful, in-service performance and with sufficient production capabilities, facilities and personnel to produce specified work.
- D. A factory-trained, competent supervisor must be maintained on site during all times during which specified work is performed.
- E. For national brand specific projects, Diamatic Management Services (DMS) may be considered for installation management, contractor assistance and advanced project support.
- F. DMS: 5220 Gaines Street, San Diego, CA 92110, 866-295-5512, [www.diamaticmanagementservices.com](http://www.diamaticmanagementservices.com).

### **2.3. *MOCK-UP***

- A. Before performing the work in this section, an on-site mock-up representative of specified process, surface, finish, color and joint design/treatments must be installed for review and approval.
- B. These mock-ups should be installed using the same Installer personnel who will perform work. Approved mock-ups may become part of completed work, if undisturbed at time of substantial completion.

### **2.4. *PRE-INSTALLATION CONFERENCE***

- A. Prior to the installation of the ULTRAFLOOR Polished Concrete System, an on-site conference shall be conducted to review specification requirements.
- B. Required attendees include the Owner, Architect, General Contractor, Subcontractor, ARDEX Representative and/or DIAMATIC Representative.
- C. The minimum agenda shall include a review of the site conditions, construction documents, schedule, installation procedures, protection procedures and submittals.

### **2.5. *WARRANTY***

- A. Provide manufacturer's 10-year ULTRAFLOOR System Warranty.

### **2.6. *DELIVERY, STORAGE AND HANDLING***

- A. Deliver all materials in original containers, bearing manufacturer's labels indicating brand name and directions for storage, factory numbered and sealed until ready for installation.
- B. Store all materials in a dry, climate-controlled environment at a minimum of 50°F (10°C) and maximum of 85°F (29°C).
- C. Handle products in accordance with manufacturer's printed recommendations.

### **2.7. *SITE CONDITIONS***

- A. Inspect the existing substrate and document unsatisfactory conditions in writing. Verify that surfaces and site conditions are ready to receive work.
- B. Correct unacceptable conditions prior to installation of System.
- C. Commencement of work constitutes acceptance of substrate conditions.
- D. Close areas to traffic during and after application for a time period recommended by the manufacturer.

## **PART 3. PRODUCTS**

### **3.1. *REPAIR MATERIALS***

## POLISHED CONCRETE

- A. Where spalls, repair or minor patchwork is necessary apply ARDEX PC-R™ as necessary and in accordance with recommendations, applied at the appropriate time during the polishing process.
- B. If necessary, correct excessive pinholes with ARDEX PC-M™.
- C. Contact the ARDEX Technical Services department for recommendations.

### 3.2. CONCRETE POLISH EQUIPMENT & TOOLING

- A. Equipment and Tooling for use as part of the multi-step dry mechanical process and accessories.
- B. Acceptable products include:
  - a) DIAMATIC BMG-780 or BMG-735 Planetary Grinder and Polisher
  - b) DIAMATIC USA: 5220 Gaines Street, San Diego, CA 92110, 1-866-295-5512, www.diamaticusa.com
  - c) Features: Large Platform: 32" planetary floor polisher. Head pressure of 600 lbs.
  - d) Or equal as recommended by DIAMATIC USA.
- C. Required Tooling: DIAMATIC Diamond Abrasives
  - a) Metal Bonded Diamonds - 60/80 Grit of medium and hard bonded metal.
  - b) Transitional Diamonds Ceramic Bonded - #1 Grit.
  - c) Resin Bonded Diamonds - 200, 400, 800, 1500 Grit.
  - d) DIAMATIC Micro Polisher – Burnishers
  - e) DIAMATIC USA: 5220 Gaines Street, San Diego, CA 92110, 1-866-295-5512, www.diamaticusa.com
  - f) Specific weight and RPM are required to reach temperature of 100°F for application of PC FINISH™.
  - g) Required Tooling: DIAMATIC FLOR-GRIT® Diamond Impregnated Pads - 800, 1500, 3000 Grit.
  - h) Other equipment as necessary for small areas and edge work as recommended by DIAMATIC USA.
- D. Power generator capable of supplying a minimum output of 30kw and up, and 480 Volt three phase power.
- E. All grinding and polishing completed with grinder/polisher equipment should be connected to a dust collector.
- F. Note: In some cases, and only with DIAMATIC's approval, burnishing, grinding and polishing machines may be substituted, provided that the specified DIAMATIC abrasives and blades can still be used.

### 3.3. CONCRETE TREATMENT CHEMICALS

- A. Concrete treatments designed for use in conjunction with the installation of the ULTRAFLOOR® Polish Concrete System.
- B. Acceptable products include:
  - a) Treatment Chemicals; ARDEX Engineered Cements: 400 ARDEX Park Drive Aliquippa, PA 15001, 1-888-512-7339, www.ardexamericas.com; DIAMATIC USA: 5220 Gaines Street, San Diego, CA 92110, 1-866-295-5512, www.diamaticusa.com.
  - b) Densifier: ARDEX PC 50™ or DIAMATIC FLOR-SIL™ Lithium Hardener Densifier for Standard Concrete.
  - c) Finish Treatment: ARDEX PC FINISH™ or DIAMATIC FLOR-FINISH™ Stain and Wear Protection Treatment (high or low gloss).
  - d) Maintenance Treatment: DIAMATIC FLOR Maintainer™ Gloss, Stain and Wear Protectant.

# POLISHED CONCRETE

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## PART 4. EXECUTION

### 4.1. EXAMINATION

- A. Inspect all concrete substrates and conditions under which the ULTRAFLOOR® Polished Concrete System is to be installed.
- B. Verify that existing concrete has cured a minimum of 28 days before installing the ULTRAFLOOR® Polished Concrete and meets the requirement of 3000 psi and 100 pcf.
- C. Conduct pre-installation conference, per Section 1.05 C.

### 4.2. PREPARATION / DEMOLITION

- A. Clear surfaces of any debris and construction materials.
- B. If a generator is not provided by the Installer, power connections for the equipment of the ULTRAFLOOR® ARDEX DIAMATIC Polished Concrete System shall be located and prepared by general contractor.
- C. Using the appropriate mechanical means and methods, remove existing floor coverings and coatings, including but not limited to carpet VCT, ceramic tile and grout, wood, epoxy/ urethane, quartz, mastic, adhesives, paint or other non- concrete floor materials.
- D. Adhesives must be removed to their penetrated depth.
- E. Note: The mechanical removal of resilient flooring, backing, lining felt, cutback and other adhesives can be hazardous, as certain materials may contain asbestos or crystalline silica.
  - a) Do not sand, dry sweep, dry scrape, drill, saw, bead blast, grind, mechanically chip or pulverize these materials, as harmful dust may result.
  - b) Inhalation of this dust may cause asbestosis or other bodily harm. Please consult the adhesive manufacturer, the Resilient Floor Covering Institute ([www.rfci.com](http://www.rfci.com)) and all applicable government agencies for rules and regulations concerning the handling and removal asbestos-containing materials.
- F. Prevent any damage to concrete slab surface during demolition from chipping hammers.
- G. Existing flooring should be removed mechanically with walk-behind or ride-on scraping equipment.
- H. Prepare the existing concrete mechanically by diamond grinding using aggressive, metal bonded DIAMATIC Polycrystalline diamonds (18/20 Grit or 30/40 Grit), to remove all contaminants and provide a sound concrete surface free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil and other contaminants.
- I. Chemical preparation of the substrate is NOT acceptable, including but not limited to acid etching, sweeping compounds, solvents and adhesive removers.
- J. Suppress dust during demolition with the use of dust collection equipment to reduce or eliminate airborne concrete and substrate dust.
- K. Where existing concrete is cracked, damaged, spalled, not within specified tolerance, or contains unacceptable levels of contaminants or moisture vapor, the Installer of the ULTRAFLOOR®ARDEX DIAMATIC Polished Concrete System will evaluate conditions and proceed with appropriate ULTRAFLOOR® System components.

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### 4.3. CONCRETE REPAIR

- A. Cracks (Indoor/Outdoor)
- a) Crack repair shall be completed after the first metal bond diamond grind and floor cleaning.
  - b) Cracks to be repaired in the concrete surface shall be crack chased out on a highspeed angle grinder to a minimum depth of 3/8" and made to eliminate any feathered edges.
  - c) The edges of the crack may be taped to eliminate possible staining from repair material.
  - d) Clean out any dust or debris and then apply ARDEX ARDIBOND AP™ or ARDEX ARDIFIX™ to fill the crack chased areas. Read and follow ARDEX ARDIBOND AP or ARDEX ARDIFIX detailed instructions as outlined in the Technical Data Sheet.
  - e) All crack filling material shall be overfilled. Immediately after application of ARDEX ARDIBOND AP or ARDEX ARDIFIX, silica sand or the concrete grindings may be broadcast to rejection over the crack repair material.
  - f) The silica or floor grindings will reduce the visibility of the repaired crack and take on a similar color and appearance to surrounding concrete when stained.
  - g) Cracks smaller than 1/8" can be left as a part of the finished concrete, unless otherwise specified.
  - h) Cracks shall be vacuumed to remove all loose debris and contaminants.
  - i) Cracks smaller than 1/8" can be filled with ARDEX ARDIFIX.
  - j) Cracks greater than 1/8" shall be filled with ARDEX ARDIBOND AP.
  - k) Cracks shall be overfilled and broadcast to refusal with play sand or concrete shavings, and shall be subsequently ground down to the level of the concrete surface.
  - l) All crack filling material shall installed and allowed to cure in strict accordance with the manufacturer's recommendations before proceeding with the next step in the ULTRAFLO® process.
- B. Spalls (Indoor/Outdoor)
- a) Spall repair to be completed after the first metal bond diamond grind and floor cleaning, or prior to the beginning of the ULTRAFLO® process installation.
  - b) For complete installation details for spall repair materials, please refer to the ARDEX Technical Brochure.
  - c) For polishing instructions, please refer to the individual ULTRAFLO® ARDEX DIAMATIC specifications for each component.
  - d) Spalls up to 4" (10 cm) wide and 1" (2.5 cm) deep shall be filled with ARDEX PC-R™.
  - e) Allow a minimum of 16 to 24 hours drying time prior to beginning the ULTRAFLO® polishing process. – OR -
  - f) Spalls up to 4" (10 cm) wide and 1" (2.5 cm) deep can be filled with ARDEX ARDIBOND AP or ARDEX ARDIFIX.
  - g) Overfill all applications and broadcast sand or concrete grindings to refusal so that they may be ground down to match the level of the concrete surface after dry time.
  - h) Spalls greater than 4" (10 cm) wide and 1" (2.5 cm) deep shall be filled with ARDEX PC-R.
  - i) Allow a minimum of 16 to 24 hours drying time prior to beginning the ULTRAFLO® polishing process.

## POLISHED CONCRETE

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- C. Large Area Concrete Repair (Indoor)
  - a) Where large area concrete repair is needed, ARDEX PC-T™ shall be used in accordance with the information presented in the ARDEX Technical Brochure.
  - b) For polishing instructions, please refer to the ARDEX PC-T component specification.
- D. Joint Fill (Indoor/Outdoor)
  - a) All joint fill materials shall be installed in accordance with the written recommendations provided in the ARDEX Technical Brochures.
  - b) For the best results all joints should be filled after the first pass of metal bonded diamonds, but before any further grinding continues.
  - c) If the joint filling will occur after the polishing process, apply ARDEX PC 50 or DIAMATIC FLOR- SIL tape, or soap to the edge of the concrete to keep the joint filler from staining the concrete.
  - d) Prior to filling joints, repair badly spalled joint edges per ACI 302.1R-04.
  - e) Grind the outside edges of all spalls to eliminate any feathered edges and make sure that the minimum depth of the spall is ½”.
  - f) Mechanically prepare the joint area, and chip out any concrete less than ½” in depth.
  - g) Apply ARDEX ARDIBOND AP or ARDEX ARDIFIX to the spalled area using a putty knife to reform the edges and surface to the original shape.
  - h) Once the spalled areas are repaired, the entire joint and spall areas shall be filled with ARDEX ARDIBOND AP.
  - i) Once cured, saw cut the joint to the original dimensions, and then clean the joint and fill with ARDEX ARDISEAL™ RAPID PLUS.
  - j) Slightly overfill the joint with enough material to shave flush with the concrete.
  - k) If the level of the joint filler sinks down, immediately add enough material to over fill the joint.
  - l) Shave the joint filler flush with the concrete with a shaving tool with a sharp blade.
  - m) ARDISEAL RAPID PLUS can be shaved in 30 to 40 minutes at 70°F (21°C).
  - n) Remove all tape and/or soap from the surface around the joint.
  - o) Micro-Polish the surface with appropriate grit DIAMATIC FLOR-GRIT pad.

#### 4.4. GLOSS ATTAINMENT (ASTM E430)

- A. Gloss readings are not to be obtained through the use of any microfilming products, sealers, coatings, enhancers or as the result of resin transfer from resin bond abrasives.
- B. Readings shall be taken not less than 10’ (3 m) on center in field areas and within 1’ (0.3 m) of floor area perimeters.
- C. In no case shall a reading be below 2% of specified minimum sheen:
  - a) Level A Sheen – Low Gloss reading of 30 to 40. 400 grit diamond finish.
  - b) Level B Sheen – Medium Gloss reading of 41 to 55. 800 grit diamond finish.
  - c) Level C Sheen – High Gloss reading of 56 or higher. 1500 grit or higher.
- D. For instructions on achieving gloss levels, refer to the appropriate sub-section below.

#### 4.5. POLISHING

## POLISHED CONCRETE

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- A. Use the grinding and polishing steps outlines below to achieve the desired level of cut and level of gloss. Please note that when grinding and polishing a cross hatch pattern should be used.
- B. CUT LEVEL 1
  - a) A light cut that removes the surface paste exposing the fine aggregates near the surface. Also referred to as a cream finish.
  - b) Note that a Level 1 cut will require high F-numbers to achieve, Min FF 50.
- C. CUT LEVEL 2
  - a) A slightly deeper cut the exposes the fine aggregates and begins to expose the coarse aggregates
  - b) This is also referred to as a salt and pepper finish.
- D. CUT LEVEL 3
  - a) A deep cut that exposes the coarse aggregates in the surface.
- E. LEVEL A-Low Gloss - GRIND/POLISH #1
  - a) 60/80 Grit Metal Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
  - c) If required, apply ARDEX PC-R to fill areas in need of minor repair.
  - d) Locate areas and remove any loose decries from inside
  - e) Prepare all spall areas by cutting the edges of the spall to have a 90 degree edge.
  - f) Chip, cut, or grind interior walls of spall to provide a clean surface free of contaminants that could act as a bond breaker.
  - g) Mix and apply ARDEX PC-R per manufacturer recommendations and overfill spalls slightly higher than surrounding surface.
  - h) Allow to dry 2-3 hours prior to proceeding with the next step.
- F. LEVEL A-Low Gloss - GRIND/POLISH #2
  - a) #1 Grit High Performance Transitional Diamonds, Ceramic Bonded.
  - b) Broom and vacuum floor to remove dust.
  - c) Apply ARDEX PC 50 or DIAMATIC FLOR-SIL, per application instructions at a rate of 400 sq. feet per gallon.
  - d) Allow ARDEX PC 50 or DIAMATIC FLOR-SIL to dry for 1 hour before continuing onto the next step.
- G. LEVEL A-Low Gloss - GRIND/HONING #3
  - a) 200 grit Resin Bonded Diamond.
- H. LEVEL A-Low Gloss - GRIND/POLISHING #4
  - a) 400 grit Resin Bonded Diamond.
  - b) Broom and vacuum to remove dust.
- I. MICROPOLISH/BURNISH #1
  - a) FLOR-GRIT® 200 Grit Diamond Impregnated Pad.
  - b) Apply PC-FINISH™ Low Gloss per application instructions at a rate of 2,500 square feet per gallon.
  - c) Allow to dry a minimum of 15-30 minutes.
- J. MICROPOLISH/BURNISH #2
  - a) FLOR-GRIT® 200 Grit Diamond Impregnated Pad.
  - b) Dry mop the floor clean to remove all debris.
  - c) Apply ARDEX PC FINISH Low Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 3,000 square feet per gallon.
  - d) Allow to dry a minimum of 15-30 minutes.
- K. MICROPOLISH/BURNISH #3
  - a) FLOR-GRIT® 200 Grit Diamond Impregnated Pad.
- L. LEVEL B-Medium Gloss - GRIND/POLISH #1



## POLISHED CONCRETE

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- a) 60/80 Grit Metal Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
  - c) If required, apply ARDEX PC-R to fill areas in need of minor repair.
  - d) Locate areas and remove any loose decries from inside.
  - e) Prepare all spall areas by cutting the edges of the spall to have a 90 degree edge.
  - f) Chip, cut, or grind interior walls of spall to provide a clean surface free of contaminants that could act as a bond breaker.
  - g) Mix and apply ARDEX PC-R per manufacturer recommendations and overfill spalls slightly higher than surrounding surface.
  - h) Allow to dry 2-3 hours prior to proceeding with the next step.
- M. LEVEL B-Medium Gloss - GRIND/POLISH #2
- a) #1 Transitional Diamonds, Ceramic Bonded.
  - b) Broom and vacuum the floor to remove all residual dust.
- N. LEVEL B-Medium Gloss - GRIND/POLISH #3
- a) 200 Grit Resin Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
  - c) Apply ARDEX PC 50 or DIAMATIC FLOR- SIL per application instructions at a rate of 400 square feet per gallon (Actual rates may vary due to concrete porosity).
  - d) Allow ARDEX PC 50 or DIAMATIC FLOR- SIL, to dry before continuing on to the next step.
- O. LEVEL B-Medium Gloss - GRIND/POLISH #4
- a) 400 Resin Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
- P. LEVEL B-Medium Gloss - GRIND/POLISH #5
- a) 800 Resin Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
- Q. LEVEL B-Medium Gloss - MICROPOLISH/BURNISH #1
- a) FLOR-GRIT 400 Diamond Impregnated Pad.
  - b) Dry mop the floor clean to remove all debris.
  - c) Apply ARDEX PC FINISH Low Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 2,500 square feet per gallon (Actual rates may vary due to concrete porosity).
  - d) Allow to dry a minimum of 15 minutes.
- R. MICROPOLISH/BURNISH #2: FLOR-GRIT 400 Diamond Impregnated Pad.
- a) Dry mop the floor clean to remove all debris.
  - b) Apply ARDEX PC FINISH Low Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 3,000 square feet per gallon (Actual rates may vary due to concrete porosity).
  - c) Allow to dry a minimum of 15 minutes.
- S. MICROPOLISH/BURNISH #3
- a) FLOR-GRIT 800 Diamond Impregnated Pad.
- T. LEVEL C-High Gloss - GRIND/POLISH #1
- a) 60/80 Grit Metal Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
  - c) Concrete Repair Installation, as necessary.
  - d) Locate areas and remove any loose decries from inside.
  - e) Prepare all spall areas by cutting the edges of the spall to have a 90 degree edge.

## POLISHED CONCRETE

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- f) Chip, cut, or grind interior walls of spall to provide a clean surface free of contaminants that could act as a bond breaker.
- g) Mix and apply ARDEX PC-R per manufacturer recommendations and overfill spalls slightly higher than surrounding surface.
- h) Allow to dry 2-3 hours prior to proceeding with the next step.
- U. LEVEL C-High Gloss - GRIND/POLISH #2
  - a) #1 Transitional Diamonds, Ceramic Bonded.
  - b) Broom and vacuum the floor to remove all residual dust.
- V. LEVEL C-High Gloss - GRIND/POLISH #3
  - a) 200 Grit Resin Bonded Diamonds
  - b) Broom and vacuum the floor to remove all residual dust.
  - c) Apply ARDEX PC 50 or DIAMATIC FLOR- SIL per application instructions at a rate of 400 square feet per gallon (Actual rates may vary due to concrete porosity).
  - d) Allow ARDEX PC 50 or DIAMATIC FLOR- SIL to dry before continuing on to the next step.
- W. LEVEL C-High Gloss - GRIND/POLISH #4
  - a) 400 Resin Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
- X. LEVEL C-High Gloss - GRIND/POLISH #5
  - a) 800 Resin Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
- Y. LEVEL C-High Gloss - GRIND/POLISH #6
  - a) 1500 Resin Bonded Diamonds.
  - b) Broom and vacuum the floor to remove all residual dust.
- Z. MICROPOLISH/BURNISH #1
  - a) FLOR-GRIT 800 Diamond Impregnated Pad.
  - b) Dry mop the floor clean to remove all debris.
  - c) Apply ARDEX PC FINISH High Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 2,500 square feet per gallon (Actual rates may vary due to concrete porosity).
  - d) Allow to dry a minimum of 15 minutes.
- AA. MICROPOLISH/BURNISH #2
  - a) FLOR-GRIT 1500 Diamond Impregnated Pad.
  - b) Dry mop the floor clean to remove all debris.
  - c) Apply ARDEX PC-FINISH High Gloss or DIAMATIC FLOR-FINISH per application instructions at a rate of 3,000 square feet per gallon (Actual rates may vary due to concrete porosity).
  - d) Allow to dry a minimum of 15 minutes.
- BB. MICROPOLISH/BURNISH #3
  - a) FLOR-GRIT 3000 Diamond Impregnated Pad.

### 4.6. EDGES

- A. Where desired, polished edge work of all areas shall be done with a 5" or 7" DIAMATIC Hand Held or Walk Behind polishing tool.
- B. The edge polishing process will match the corresponding steps outlined above for the desired gloss level, and each edge polishing step shall be done immediately after the matching main polishing step.
- C. NOTE: All grinding and polishing completed with grinder/polisher equipment connected to a dust collector.

## POLISHED CONCRETE

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### 4.7. ACCEPTANCE

- A. Remove all installation materials and any foreign materials resulting from the installation, from the site.
- B. Clean adjacent surfaces and materials.
- C. Perform post job walk to ensure that the ULTRAFLOOR® Polished Concrete System has been completed per the process spec.
- D. Take pictures of final product for documentation and submittal, if requested or required.

### 4.8. JOINT PREPARATION

- A. All moving joints shall be filled with ARDEX ARDISEAL™ RAPID PLUS.
- B. All non-moving joints shall be filled with ARDEX ARDIBOND AP™, ARDEX ARDIFIX™ or ARDEX ARDISEAL™ RAPID PLUS.
- C. For joints to be filled after the polish process, contact manufacturer for specific recommendations.

### 4.9. PROTECTION

- A. Protect the finish from spills and contamination by petroleum, oil, hydraulic fluid, acid and acidic detergents, paint and other liquid dripping from trades and equipment working over these substrates.
- B. If construction equipment must be used on these substrates, diaper all components that may drip fluids.
- C. Protect surface by installing the DIAMATIC PRIMO-COVER Protective Floor Covering, DIAMATIC ECONO-COVER Protective Floor Covering, or similar.
- D. Avoid moisture for 72 hours after installation.
- E. Don't permit standing water for this period or place any protective plastic sheeting, rubber matting, rugs or furniture that can prevent proper drying, thereby trapping moisture, which can result in a cloudy effect on the floor.
- F. Light pedestrian use only in the 24 hours after installation.
- G. Normal traffic recommended 7 days after completion of the ULTRAFLOOR® Concrete Topping System.

### 4.10. MAINTENANCE

- A. IMPORTANT NOTICE: Maintaining the ULTRAFLOOR® Polished Concrete System and adherence to a recommended cleaning schedule will help the floor hold its mechanically polished gloss longer and greatly reduce the absorption of spilled liquids.
- B. The treated concrete floor is easily maintained by regular cleaning with the Maintenance/Post Cleaning procedure, accompanied by Micro Polishing.
- C. Specific maintenance recommendations shall be provided by the certified ULTRAFLOOR® installer.
- D. Newly Installed ULTRAFLOOR® Polished Concrete System:
  - a) Restrict water cleaning for 72 hours after installation of ULTRAFLOOR. Use only a dry mop to clean.
  - b) Avoid putting mats or covering treated surface to allow coating to fully cure out.
  - c) DO NOT USE cleaners that are acidic or that have citrus (de-limonene) or Butyl compounds.

## POLISHED CONCRETE

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### 4.11. *FIELD QUALITY CONTROL*

- A. Test Reports: Provide field quality control sheen gloss reading and static coefficient of friction test results conducted as specified and recorded on floor plan diagram confirming compliance with specified performance criteria.
- B. Static Coefficient of Friction: A reading of not less than 0.5 for level floor surfaces shall be achieved and documented, as determined by a certified NFSI walkway auditor using the NFSI 101-A quality control test.
- C. Gloss readings should be obtained in accordance with ASTM E430, Standard Test Method for Measurement of Gloss of High-Gloss Surfaces by Abridged Goniophotometry.
  - a) Readings shall be taken not less than 10' (3 m) on center in field areas and within 1' (0.3 m) of floor area perimeters.
  - b) In no case shall a reading be below 2% of the specified minimum sheen.

# CARPET CLEANING SERVICE MAINTENANCE SPECIFICATION

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## **PART 1. MAINTENANCE SPECIFICATION**

### *1.1. CONTRACTOR REQUIREMENTS*

- A. The contractor shall submit documentation that substantiates experience of Technicians, training of technicians, drug screening of technicians, and evidence of background checks through a recognized state authority.
- B. Contractor shall provide a specific operational plan of what areas will be cleaned, how they will be cleaned, and when they will be cleaned. Operational plan is to include specified cleaning frequencies, workloading, and square footage analysis.
- C. Contractor shall provide a price quotation for a specific dollar amount and services to be performed in a proposal format.
- D. Pricing to be per service, lump sum to include all supplies, equipment, chemicals, labor, supervision, storage, transportation, licensees, fees, dues, miscellaneous expenses and any applicable taxes.
- E. Contractor shall provide documentation to substantiate an employee safety training/incentive program. Evidence will be submitted that documents employee participation.
- F. Contractor shall provide documentation to substantiate quality control. Evidence will be submitted that documents an active quality control program.

### *1.2. MAINTENANCE PROCEDURE*

- A. All work is to be performed outside normal working hours to meet the requirements and daily workload of the facility.
- B. Contractor shall maintain all carpets combining ResisTech low moisture, encapsulation process and Truck Mount Hot Water Extraction.
- C. All cleaning chemicals will be environmentally safe and friendly, biodegradable and phosphate free.
- D. All carpets to be pre-vacuumed.
- E. The Five Step Process:
  - a) Vacuum
  - b) Pre-treat
  - c) Cylindrical agitation
  - d) Extraction
  - e) ResisTech application

## **CARPET CLEANING SERVICE MAINTENANCE SPECIFICATION**

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### **PART 2. CHEMISTRY**

#### **2.1. RESISTECH**

- A. Low moisture chemistry shall be applied by foam generating applicator.
- B. Applicator must apply foam uniformly and evenly.
- C. Applicator must be capable of consistently supplying foam at ten psi.
- D. Cleaning agent will consist of flourochemical dispersion and anionic detergents with a pH no greater than 7.0.
- E. Contractor shall provide material safety data sheets for all cleaning agents.

#### **2.2. HOT WATER EXTRACTION**

- A. Hot water extraction shall be applied with equipment powered by no less than 25 HP engine and 300 PSI pump delivering solution to carpet at no less than 170 degrees Fahrenheit.
- B. Pre-extraction cleaner (9.5 to 10.5 on pH scale) to be applied as a pre-spray and agitated with counter rotating cylindrical brushes (rotary brush does not qualify).
- C. Extract with textile rinsing agent only (no detergents to be used).
- D. Use drying equipment – carpet needs to be totally dry in 5 hours.

END OF SECTION