



# **IRVINE UNIFIED SCHOOL DISTRICT**

## **Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation**

**Bid Deadline: August 26, 2024 at 1:00 pm**

Contact: Maria Ragas  
Irvine Unified School District  
5050 Barranca Parkway, Irvine, CA 92604  
949-936-5212  
Email: [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org)

**Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation**

**Table of Contents**

NOTICE CALLING FOR BIDS

INFORMATION FOR BIDDERS

\*BID FORM & BID FORM PRICING SHEET

\*BID BOND

\*INFORMATION REQUIRED OF BIDDER

\*DESIGNATION OF SUBCONTRACTORS

\*NONCOLLUSION DECLARATION

\*W-9 FORM

+AGREEMENT

+PAYMENT BOND

+FAITHFUL PERFORMANCE BOND

+WORKERS' COMPENSATION CERTIFICATE

+DRUG-FREE WORKPLACE CERTIFICATION

+CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS

+TOBACCO USE POLICY

NOTICE REGARDING CRIMINAL RECORDS CHECK (EDUCATION CODE SECTION 45125.1)

+CRIMINAL RECORDS CHECK CERTIFICATION

+DISTRICT RULES AND REGULATIONS

+GUARANTEE

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

SHOP DRAWING TRANSMITTAL

EQUIPMENT/MATERIAL SOURCE INFORMATION (OPTIONAL)

CHANGE ORDER (ADDITIVE)

CHANGE ORDER (DEDUCTIVE)

STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS

DISABLED VETERAN BUSINESS ENTERPRISES CERTIFICATION

SAMPLE CERTIFICATE OF INSURANCE & ENDORSEMENT

APPENDIX A – SPECIFICATIONS

APPENDIX B – SPECIAL CONDITIONS

APPENDIX C – GENERAL CONDITIONS

**\*Items must be completed, signed, and submitted as part of the bid. If required contract documents are not submitted the bidder will be declared non-responsive.**

**+Items which successful bidder must submit after the award.**

**NOTICE CALLING FOR BIDS**

District: **Irvine Unified School District**  
Bid Deadline: **August 26, 2024 at 1:00 pm**  
Place of Bid Receipt: **Irvine Unified School District  
Maintenance & Operations Office  
Attn: Joe Chapin  
100 Nightmist, Irvine, CA 92618**

NOTICE IS HEREBY GIVEN that the Irvine Unified School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for **Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation.**

Project documents will be available on August 8, 2024 as a download at <https://iusd.org/about/departments/business-services/purchasing/current-bids-rfps>.

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the DISTRICT requires that the bidder possess the following classification(s) of contractor's license at the time the bid is submitted: **Class C15**. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive.

Questions regarding the bid must be received via e-mail to the attention of Maria Ragas at [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org) by 9:00 am on August 19, 2024.

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 process.

Effective April 1, 2015, all contractors and subcontractors must be registered with the DIR to submit a bid for a public works project pursuant to Labor Code section 1725.5.

The California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: [www.dir.ca.gov](http://www.dir.ca.gov). It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

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

Pursuant to Public Contract Code Section 22300, the Agreement will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the DISTRICT to ensure performance under the Agreement or permitting payment of retentions earned directly into escrow.

Irvine Unified School District  
Governing Board

By: Maria Ragas  
Supervisor, Purchasing & Contracts

Advertise: Irvine World News; August 8 & 15, 2024

## INFORMATION FOR BIDDERS

### WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME  
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS  
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: **100 Nightmist, Irvine, CA 92618**, and must be received on or before the bid deadline (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than **ten percent (10%)** of the total bid price payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after Notice of Award of the contract, and will furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, all within **five (5)** working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

4. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer.

Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price ; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project . The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in

accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of **sixty (60)** calendar days after the date set for the opening of bids.

9. Agreement and Bonds. The Agreement, which the successful bidder will be required to execute is included in the bid documents and should be carefully examined by the bidder. The complete Agreement consists of the following but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Noncollusion Declaration, Bid Bond, Tobacco Use of Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Criminal Records Check Certification, District Rules and Regulations, Guarantee, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, General Conditions, Specifications, W-9, all insurance requirements, any and all change orders, modifications, addenda and amendments, if any (hereinafter Bid Documents), thereof duly incorporated therein. All of above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery of all items called for in the Agreement.

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT via email to the attention of **Maria Ragas** at [MariaRagas@iusd.org](mailto:MariaRagas@iusd.org) by **August 19, 2024 at 9:00 am**. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT'S TIMELINES FOR COMPLETION OF THE PROJECT.**

11. 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 bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal 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 submitting a bid on the Project.

12. Award of Contract. 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 process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. The DISTRICT will determine low bid by creating three (3) hypothetical projects that make up typical DISTRICT projects, an accumulated total of all three (3) hypothetical projects will be used to determine the basis of award; these hypothetical projects will be provided to bidders at the bid opening, prior to bids being opened. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within **five (5)** working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. Alternate Bids. The District has included an Artificial Turf option as an Optional section for bidders to bid. The District will not be using this optional section as a basis of award. If the bidder chooses to bid this section, it must possess a D12 license or list a subcontractor with a D12 license in coordination with their C15 license.

14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

15. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the

procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

16. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

a. Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

i. Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

(a)	General Aggregate	\$2,000,000
(b)	Each Occurrence	\$1,000,000
(c)	Products/Completed Operations	\$1,000,000
(d)	Personal and Advertising Injury	\$1,000,000
(e)	Damage to Rented Premises	\$50,000
(f)	Medical Expense (any one person)	\$5,000

ii. Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.

iii. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the bidder drives on behalf of the DISTRICT in the course of performing Services.)

iv. Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

v. Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.



It should be expressly understood, however, that the coverage and limits referred to under i., ii., iii., and iv. above shall not in any way limit the liability of the bidder.

b. No later than five (5) days from execution of the Agreement by the DISTRICT and successful bidder, and prior to commencing the Services under this bid, bidder shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

Successful bidder shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of the Agreement.

17. Contractor's License. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

19. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.

20. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.

21. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of **Five Hundred Dollars (\$500.00)** for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

23. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon

execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a Noncollusion Declaration.

25. Escrow Agreement. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments into securities, and the successful bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

The successful bidder who elects to receive interest on monies withheld in retention by the DISTRICT shall, at the request of any subcontractor performing more than five percent (5%) of the successful bidder's total bid, make that option available to the subcontractor regarding any monies withheld in retention by the successful bidder from the subcontractor. If the successful bidder elects to receive interest on any monies withheld in retention by the DISTRICT, then the subcontractor shall receive the identical rate of interest received by the successful bidder on any retention monies withheld from the subcontractor by the successful bidder, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the successful bidder elects to substitute securities in lieu of retention, then, by mutual consent of the successful bidder and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the successful bidder. Public Contract Code Section 22300(d)(1).

The successful bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the DISTRICT.

26. Change Orders. All change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

27. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

28. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

29. Protest. Bidders may protest the recommended award, provided the protest is in writing, contains the bid number, is delivered to the address listed for submission of bid documents, and is submitted within five (5) calendar days of the closing of the bid deadline. Grounds for a protest is that the District failed to follow the selection procedures and adhere to requirements specified in the bid documents or any addenda or amendments; there has been a violation of conflict of interest as provided in California Government Code Section 87100 et. Seq. or violation of any State or Federal law. Protests will not be accepted on any other grounds. All protests will be handled by a panel comprised of District Staff. The District will consider only these specific issues addressed in the written protest. A written response will be directed to the protesting bidder within five (5) calendar days of the receipt of the protest, advising the decision with regard to the protest and the basis for the decision.

30. Labor Compliance Program. The awarded Contractor shall comply with the requirements of the State of California's Standard Specification Code Section 7-1.01A(4) "Labor Nondiscrimination" under this agreement.

31. Each Bidder shall comply with Senate Bill 854 ("SB854") including, but limited to, registration with California Department of Industrial Relations ("DIR"). The DIR's website is <http://www.dir.ca.gov>. Each contractor and subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this project and if needed should consult with an attorney. Copies of the wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: [www.dir.ca.gov](http://www.dir.ca.gov). It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for this bid.

32. The number of executed copies of the Agreement will be required is **One (1)**.

33. The bidder shall comply with all Federal, State and Local required mechanical inspection and preventive maintenance schedules. The bidder shall keep and maintain all delivery vehicles in good operating and safe and clean condition. The District reserves the right to periodically inspect delivery vehicles while on District property. The District reserves the right to periodically inspect all maintenance records of vehicles used to service the District.

**BID FORM**

Name of Bidder: \_\_\_\_\_  
To: Irvine Unified School District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Security, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, specifications, scope of work, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation**

all in strict conformity with the Project Documents, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, on file at the office of the DISTRICT for the sum of '**Grand Total**' from **Bid Form/Bid From Pricing Sheet on Page 5 will be used for the calculation of the Bid Bond**) \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that 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 process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The initial term of the Agreement is through June 30, 2025. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

4. The required bid security is attached.

6. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, District Rules and Regulations, Guarantee, and the Disabled Veteran Business Enterprises Certification, if applicable, within **five ( 5 )** working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, as per the date stated on the DISTRICT's Notice to Proceed and shall be completed by the bidder in the time specified by the DISTRICT.

7. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

8. The name(s) of all persons interested in the bid as principals are as follows:

---

---

---

9. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

10. The undersigned hereby warrants that the bidder has an appropriate license, License No. \_\_\_\_\_, Class \_\_\_\_\_, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

11. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and

Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

12. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

13. The undersigned hereby warrants that all work shall be completed within the specified time from the date specified in the Notice to Proceed issued by the District. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Five Hundred Dollars (\$500.00). (Government Code Section 53069.85)

14. The required Noncollusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

15. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 59 of the General Conditions will not be allowed.

16. The Information Required of Bidder form has been fully completed and is attached hereto.

## **BID FORM PRICING SHEET**

The District will provide certain materials for flooring projects. The District will supply: carpet materials, walk-off mat systems, LVT, HVT, sheet vinyl and artificial turf.

Bidders/awarded contractor will be responsible for receiving, picking up, managing and delivering materials to the project site. Installation prices shall include material handling, staging, labor services and related items; with the exception of materials supplied by the District.

Bidders/awarded contractor are/is responsible for all other necessary items for proper installation as specified.

The District will determine the low bid by creating three (3) hypothetical projects that make up typical District projects. An accumulated total of all three (3) hypothetical projects will be used to determine the basis of award. These hypothetical projects will be provided to bidders at the bid opening, prior to bids being opened.

The Optional Artificial Turf installation items will be excluded from the basis of award.

Bidder must add up the cost of all the 'Unit Cost' items (except the optional artificial turf items) to come up with a Grand Total amount. Bidder must insert the Grand Total amount from page 5 onto page 1 of the Bid Form. The Grand Total amount should be used for the Bid Bond calculation.

*Note: For additional information regarding the products and installation protocol; refer to the specifications section of the bid.*

<b><i>Installation Price for Floor Covering Materials:</i></b>			
<b>Description</b>	<b>UoM</b>	<b>Unit Cost UoM</b>	<b>Unit Cost</b>
Installation of 6-foot cushion carpet material	100 SY	Unit Cost / SY	\$
Installation of carpet tile (24x24 or 18x36)	100 SY	Unit Cost / SY	\$
Installation of integrated walk-off system	100 SY	Unit Cost / SY	\$
Installation of 2.5mm and 5mm LVT	1000 SF	Unit Cost / SF	\$
Installation of HVT (no-wax tile)	1000 SF	Unit Cost / SF	\$
Installation of 2mm and 3mm sheet goods including heat welding seams	1000 SF	Unit Cost / SF	\$
Installation of sheet goods/6-inch cove including Cove cap and Cove stick	500 LF	Unit Cost / LF	\$



**BID FORM PRICING SHEET con't.**

<b><i>Demolition of Existing Flooring:</i></b>			
<b>Description</b>	<b>UoM</b>	<b>Unit Cost UoM</b>	<b>Unit Cost</b>
Demolition of existing Powerbond carpeting	1000 SF	Unit Cost / SF	\$
Demolition of existing Bentley Elite Flex carpeting	1000 SF	Unit Cost / SF	\$
Demolition of existing VCT	1000 SF	Unit Cost / SF	\$
Demolition of existing LVT and HVT	1000 SF	Unit Cost / SF	\$
Demolition of sheet vinyl products	1000 SF	Unit Cost / SF	\$
Demolition of existing ceramic tile	1000 SF	Unit Cost / SF	\$
Demolition of existing wall base and trim pieces	500 LF	Unit Cost / LF	\$
<b><i>Floor Preparation:</i></b>			
<b>Description</b>	<b>UoM</b>	<b>Unit Cost UoM</b>	<b>Unit Cost</b>
Portland base feather finish skim coat	1000 SF	Unit Cost / SF	\$
Standard floor prep over concrete for carpet material	1000 SF	Unit Cost / SF	\$
Standard floor prep over wood substrates for carpet material	1000 SF	Unit Cost / SF	\$
Provide and install 6mm underlayment (Traxx)	1000 SF	Unit Cost / SF	\$
Provide and install 9mm underlayment (Traxx)	1000 SF	Unit Cost / SF	\$
Portland self-level pour per quarter inch	1000 SF	Unit Cost / SF	\$
<b><i>Ancillary Items (Wall Base and Trim Pieces):</i></b>			
<b>Description</b>	<b>UoM</b>	<b>Unit Cost UoM</b>	<b>Unit Cost</b>
Provide and install 4-inch rubber wall base	500 LF	Unit Cost / LF	\$
Provide and install 4 1/2-inch rubber wall base	500 LF	Unit Cost / LF	\$
Provide and install 6-inch rubber wall base	500 LF	Unit Cost / LF	\$
Provide and install ADA approved transition	500 LF	Unit Cost / LF	\$
<b>Grand Total</b>			<b>\$</b>

**Bidder must insert the Grand Total amount from page 5 onto page 1 of the Bid Form. The Grand Total amount should be used for the Bid Bond calculation.**

**BID FORM PRICING SHEET con't.**

The Optional Artificial Turf installation pricing is not mandatory for this bid. If the bidder chooses to bid this section, they must retain through themselves or a subcontractor a D12 specialty license in conjunction with the California C15 floor covering license.

Pricing shall be based on a hypothetical project of a sod field. Pricing shall not include: electrical work, playground equipment removal, irrigation management, monument management, tree management or tree wells. The bidder should assume that the existing substrate material is sod or grass over native earth.

- ❖ Hypothetical project size: 45' x 100'
- ❖ Excavation shall not exceed 6 inches
- ❖ Easy-lock locking panel system to be installed on top of the native earth
- ❖ Native earth to be compacted to 95%
- ❖ 30 mm mineral pad to be installed on top of the locking panel system
- ❖ Separation fabric to be installed on top of the mineral pad
- ❖ Price to include the installation of owner supplied artificial turf
- ❖ Bidder will be responsible for installation tape, adhesive, backer board, and galvanized staples or nails
- ❖ Bidder to provide 4 pounds of T-cool aggregate infill per square foot

Accumulate price per foot based on a 45' x 100' installation. Price per foot.

Hourly rates for additional services:

<b><i>Unit Pricing Quote Sheet:</i></b>			
<b>Description</b>	<b>UoM</b>	<b>Unit Cost UoM</b>	<b>Unit Cost</b>
❖ Accumulative price per foot based on a 45'x100' installation	45'x100'SF	Unit Cost / SF	\$
<b><i>Hourly Rates for Additional Services:</i></b>			
<b>Description</b>	<b>UoM</b>	<b>Unit Cost UoM</b>	<b>Unit Cost</b>
Hourly rate for irrigation management	Per Hour	Price / Man-Hour	\$
Hourly rate for playground equipment removal and disposal	Per Hour	Price / Man-Hour	\$
Hourly rate for tree management, removal and disposal	Per Hour	Price / Man-Hour	\$
Hourly rate for monument and tree well management	Per Hour	Price / Man-Hour	\$
Hourly rate for additional services	Per Hour	Price / Man-Hour	\$
<b><i>Water Reservoir System – Cooling Field from Underneath:</i></b>			
<b>Description</b>	<b>UoM</b>	<b>Unit Cost UoM</b>	<b>Unit Cost</b>
Provide and install Permavoid water retention underlayment	1000 SF	Unit Cost / SF	\$

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

**Individual** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

\*\*\*\*\*

**Partnership** Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

**Corporation** Name: \_\_\_\_\_  
(a \_\_\_\_\_ Corporation<sup>1</sup>)  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, President  
Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Secretary  
[Seal]

---

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

Name: \_\_\_\_\_  
Signed by: \_\_\_\_\_, Joint Venturer  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Other Parties to  
Joint Venture:

***If an individual:*** \_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Doing Business as: \_\_\_\_\_;  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Partnership:*** \_\_\_\_\_  
(Name)  
Signed by: \_\_\_\_\_, Partner  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

***If a Corporation:*** \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)  
Signed By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

Bid Bond No.: \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, a California admitted surety insurer, are held and firmly bound unto the Irvine Unified School District, hereinafter called the DISTRICT, in the sum of **TEN PERCENT (10%) OF THE 'GRAND TOTAL' FROM PAGE 1 OF THE BID FORM** for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_, for:

**Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation.**

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

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 to the work to be performed thereunder, or the specifications accompanying the same, shall in any way 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 to 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 reasonable attorney's fees to be fixed by the court.

IN WITNESS HEREOF, the parties have executed this bond under their several seals this day of \_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of  
Principal, if  
Corporation)

\_\_\_\_\_  
Principal (Proper Name of Bidder)

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

(Corporate Seal  
of Surety)

\_\_\_\_\_  
Surety

(Attach Attorney-in-Fact Certificate  
and Required Acknowledgements)

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Facsimile No.

**INFORMATION REQUIRED OF BIDDER**

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

(1) Bidder name and address (Post Office Box Number not sufficient):

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

(2) Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Electronic Mail: \_\_\_\_\_

(3) Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_ (check one)

(4) Bidder's License No. \_\_\_\_\_ Class: \_\_\_\_\_  
License Expiration Date \_\_\_\_\_  
Name of License holder \_\_\_\_\_

(5) Have you ever been licensed under a different name or different license number?  
Yes \_\_\_ No \_\_\_ If "Yes," give name and license number.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

(7) Number of years as a contractor in this type of construction work: \_\_\_\_\_  
\_\_\_\_\_

(8) Person who inspected work site:

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

(9) How many years experience have you had in school construction work?

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(10) How many years experience have you had in public construction work?

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes \_\_\_ No \_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details. \_\_\_\_\_

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

(12) Have you ever been barred from bidding on any school or public construction project? Yes \_\_\_ No \_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details. \_\_\_\_\_

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

(13) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes \_\_\_ No \_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details. \_\_\_\_\_

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



(14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes \_\_\_ No \_\_\_ If the answer is “Yes,” give dates, names, and addresses of public agency and details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(15) Have you ever brought any claim(s) against a public agency? Yes \_\_\_ No \_\_\_ If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes \_\_\_ No \_\_\_ If the answer is “Yes,” provide name of public agency and details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(17) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes \_\_\_ No \_\_\_ If the answer is “Yes,” provide name of public agency and details. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(18) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

- (19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT or Architect?  
Yes \_\_\_ No \_\_\_ If so, please elaborate.

---

---

---

---

- (20) List at least five (5) of your most recent school construction projects.

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

(4) \_\_\_\_\_

(5) \_\_\_\_\_

- (21) Are you currently under contract for another project? Yes \_\_\_ No \_\_\_ If the answer is “Yes,” please provide the following information:

- (a) Project Number 1:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

- (b) Project Number 2:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(c) Project Number 3:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_  
\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(d) Project Number 4:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_  
\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(e) Project Number 5:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_  
\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(22) Are there projects not listed above that will be undertaken during the duration of DISTRICT's Project? Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_  
\_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(b) Project Number 2:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_  
Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(c) Project Number 3:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_  
Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(d) Project Number 4:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_  
Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(e) Project Number 5:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

\_\_\_\_\_  
Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Completion Date: \_\_\_\_\_

(23) Additional information required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(24) List of References - Public construction projects of similar nature in a school/community college/university within the last five (5) years. DISTRICT has discretion to require more than five (5) references.

1. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Architect's Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
DSA or public agency inspector: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Architect's Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

3. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

4. Name: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

\_\_\_\_\_

5. Name: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Description of Project: \_\_\_\_\_  
Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Architect's Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_  
DSA or public agency inspector: \_\_\_\_\_  
Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

**I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Note: DISTRICT may wish to expand the scope of the “Information Required of Bidder” form and include additional questions.



## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

**If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime 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 bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.**

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one 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 bidder's (prime contractor's) total bid as to which 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 bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Type of trade, labor, or service	Name & License No. of Subcontractor License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)	Complete Address (Name of City Not Sufficient) and Telephone No.	DIR Registration No.

Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature of Bidder)

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**NONCOLLUSION DECLARATION TO BE EXECUTED BY**  
**BIDDER AND SUBMITTED WITH BID**  
(Public Contract Cod Section 7106)

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], 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 false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else 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 that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [Date], at \_\_\_\_\_ [City], \_\_\_\_\_ [State].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**SAMPLE AGREEMENT**

THIS AGREEMENT, dated the \_\_\_ day of \_\_\_\_\_, 2024, in the County of Orange, State of California, is by and between **Irvine Unified School District**, hereinafter referred to as "DISTRICT" and \_\_\_\_\_, hereinafter referred to as "CONTRACTOR".

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation** from \_\_\_\_\_ through \_\_\_\_\_ according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Form Pricing Sheet, Bid Security, Bid Bond, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Payment Bond, Faithful Performance Bond, Tobacco Use Policy, Workers' Compensation Certificate, Drug-Free Workplace Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Criminal Records Check Certification, District Rules and Regulations, Guarantee, Escrow Agreement, if applicable, Extract of Public Works Contract Award, Disabled Veteran Business Enterprises Certification, if applicable, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, W9, General Conditions, Scope of Work, Specifications, Drawings, if any, Supplemental Conditions, if any, Special Conditions, if any, and any and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum NOT TO EXCEED \_\_\_\_\_, purchase orders to be processed as work is scheduled throughout the year with each requiring bonding and insurance per the contract.

4. The initial term of the Agreement is through June 30, 2025. Term of the Agreement may be extended upon mutual consent of District and successful bidder(s) and the approval of the DISTRICT's Governing Board, for an additional four (4) one (1) year periods in accordance with provisions contained in the Education Code section 17596 (K-12). The maximum term of the Agreement is five (5) years.

5. The work shall be commenced as specified. The DISTRICT reserves the right in its sole discretion to utilize other flooring contractors for work required by the DISTRICT.

6. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of **Five hundred Dollars (\$ 500.00)** for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

7. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of

the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17,

18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

a. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with CONTRACTOR's fulfillment of the obligations under this AGREEMENT:

(i) Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(1) General Aggregate	\$2,000,000
(2) Each Occurrence	\$1,000,000
(3) Products/Completed Operations	\$1,000,000
(4) Personal and Advertising Injury	\$1,000,000
(5) Damage to Rented Premises	\$50,000
(6) Medical Expense (any one person)	\$5,000

(ii) Umbrella (excess) liability insurance coverage with a limit of \$3,000,000, unless waived by the DISTRICT. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the DISTRICT.

(iii) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence. (Required only if the CONTRACTOR drives on behalf of the DISTRICT in the course of performing Services.)

(iv) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, unless waived by the DISTRICT and if applicable.

(v) Workers' Compensation and Employers Liability Insurance in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the DISTRICT.

It should be expressly understood, however, that the coverage and limits referred to under a., b., c., and d. above shall not in any way limit the liability of the CONTRACTOR.

b. No later than five (5) days from execution of this AGREEMENT by the DISTRICT and CONTRACTOR, and prior to commencing the Services under this

AGREEMENT, CONTRACTOR shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder.

CONTRACTOR shall provide prior written notice to the DISTRICT thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses (i) and (ii) above shall name DISTRICT, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." Failure to maintain the above mentioned insurance coverages shall be cause for termination of this AGREEMENT

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that \_\_\_\_\_, whose title is \_\_\_\_\_, is authorized to act for and bind the corporation.



12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement 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 currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

IRVINE UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Irvine Unified School District  
Board Approval Date

\_\_\_\_\_  
**Contractor's License No.**

\_\_\_\_\_  
Tax ID No.  
(Corporate Seal of Contractor,  
if corporation)

**PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Irvine Unified School District of Orange County, California, hereinafter referred to as "DISTRICT," has awarded to \_\_\_\_\_, hereinafter referred to as the "Contractor/Principal," a contract for the work described as **Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation;**

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and \_\_\_\_\_, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum 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 said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, 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 Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns 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, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove 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 Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

\_\_\_\_\_ (Name and address of Surety)

\_\_\_\_\_ (Name and address of agent or  
representative in California,  
if different from above)

\_\_\_\_\_ (Telephone and facsimile number of  
Surety or agent or representative  
in California)

IN WITNESS HEREOF, we have here to set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CORPORATE SEAL, IF  
APPLICABLE, AND NOTARIAL  
ACKNOWLEDGEMENT OF  
CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
Contractor/Principal

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

SEAL AND NOTARIAL  
ACKNOWLEDGEMENT OF  
SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

(Mailing Address, Telephone and  
Facsimile No. of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach Attorney-in-Fact Certificate and  
Required Acknowledgement)

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Irvine Unified School District of Orange County, California, hereinafter referred to as "DISTRICT", awarded to \_\_\_\_\_, hereinafter referred to as the "Contractor/Principal," the contract for the work described as **Bid No. 24/25-01MO, Unit Cost Pricing for Floor Installation;**

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of **One (1)** years after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of **One (1)** years from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

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

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

\_\_\_\_\_  
Contractor/Principal

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

\_\_\_\_\_  
Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

\_\_\_\_\_  
Surety

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

(Mailing Address, Telephone No. and Facsimile No. of Surety)

\_\_\_\_\_  
Print Name and Title

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

(Attach Attorney-in-Fact Certificate and Required Acknowledgement)

**WORKERS' COMPENSATION CERTIFICATE**

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, 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 his or her employees.

(c) 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 provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of the Contractor

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 filed with the awarding body prior to performing any work under the contract.)



## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 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 for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

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

- a) 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;
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, 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 publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the 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 suspension of payments, termination, 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.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAMPLE

**CONTRACTOR'S CERTIFICATE REGARDING  
NON-ASBESTOS CONTAINING MATERIALS**

Per Article 69 of the General Conditions.

**Certification for** \_\_\_\_\_ **from**  
\_\_\_\_\_ through \_\_\_\_\_. We hereby certify that no Asbestos, or  
Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or  
equipment used to affect the \_\_\_\_\_ which we have installed in the Irvine Unified School  
District.

- (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, corcidolite, 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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**TOBACCO USE POLICY**

**IRVINE UNIFIED SCHOOL DISTRICT**  
Irvine, California

In the interest of public health, the Irvine Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**  
**(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that anyone who has a contract with a local education agency (school district) shall ensure that any employee who interacts with students outside of the immediate supervision and control of the student's parent or guardian or a District/school employee has a valid criminal records summary resulting from submission of the employee's fingerprints in a manner authorized by the Department of Justice (DOJ).

The DOJ shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the DOJ.

**The entity shall not permit an employee to come in contact with any student until the DOJ has ascertained that the employee has not been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code section 1192.7(c). The entity shall certify in writing to the governing board of the school district that none of its employees who may come in contact with any student have been convicted of a violent or serious felony.**

**CRIMINAL RECORDS CHECK**  
**CERTIFICATION BY CONTRACTOR**

To the Governing Board of Irvine Unified School District:

I, \_\_\_\_\_, am the \_\_\_\_\_, of \_\_\_\_\_  
Name of Individual Title Name of Contractor  
and I am authorized to execute this Certification on behalf of the Contractor.

1. I have carefully read and understand the Notice to Contractors Regarding a Valid Criminal Record Summary required under Education Code Section 45125.1.
2. Due to the nature of the services that will be provided to the District, Contractor's employees will or may have contact with students of the District outside of the immediate supervision and control of the student's parent or guardian or District employee.
3. I have obtained and reviewed the valid Criminal Records Summary of my employees who will be performing services for the District. If any subsequent/future employees will be performing services for the District, I will obtain and review the Valid Criminal Records Summary of these employees and submit an updated Certification to the District.
4. None of the employees who will be performing the services to the District have been convicted of a violent felony as defined in Penal Code section 667.5(c) or serious felony as defined in Penal Code Section 1192.7(c), and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Executed at \_\_\_\_\_, California on \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contractor

## DISTRICT RULES AND REGULATIONS

### MAINTENANCE & OPERATIONS

100 Nightmist, Irvine, CA 92618

(949) 936-5300 fax (949) 936-5309

The following rules and regulations must be followed by every contractor doing business with Irvine Unified School District. Failure to comply may result in the removal of you and/or members of your crew from the job, and possible back charges for our direct costs.

1. This a tobacco, drug and alcohol free school district; **no tobacco products, drug products or vaping** may be used on District property.
2. The District reserves the right in its sole discretion to utilize other contractors for work required by the District.
3. All of the City of Irvine's laws relating to hours and noise of construction work must be followed. If you want to work other than, 7:00 am - 6:00pm or dusk (whichever is earlier) Monday through Friday, or 9:00am - 5:00pm Saturday, you must get a waiver from the City.
4. No pets are allowed on district property.
5. Anyone not directly involved in the scope of work shall not be on the job site.
6. No music, i.e. radios, cassettes, CD's, or headphones, etc.
7. No district equipment shall be used by any contractor unless specifically allowed in writing prior to the start of work. (phone, vacuum, ladders, trash cans or bins, microwave, etc.)
8. Any contractor working on a site where students are present must supply the District with certification that all employees on the project have been finger printed and approved per state law.
9. Fraternalization or other contact with students is strictly forbidden.
10. The contractor shall, prior to the start of work, provide the District with the required Certificate of Insurance documents.
11. The contractor must clean up all debris from the course of work daily. This includes sweeping, vacuuming, hosing down and other appropriate measures. Any and all damage to the district's property caused by the contractor's equipment or materials shall be repaired to the district's satisfaction.
12. All employees and subcontractors shall act in a professional manner and wear a shirt or uniform with the company name and logo plainly visible. All other clothing shall be free from holes and any inappropriate logos or patches.

13. Any contractor that loses site keys may be billed for the full cost of rekeying the site.
14. The contractor will only make changes at the request of the District's Facilities/ Construction or Maintenance Departments Director, Supervisor, Foreman, or Inspector.
15. The contractor is responsible for locating any and all utilities and other appurtenances that may be affected by this project. Any and all damage is the contractor's responsibility to repair to the District's satisfaction. The District will make available any as-built documents in its possession to the contractor for review at his request. The District does not guarantee the accuracy of the documents and it is the contractor's responsibility to verify the actual location of utilities and appurtenances.
16. Contractor is responsible for security of the entire project area, including fencing if necessary to protect the District and contractor from liability relative to the project. Any contractor that leaves a building unsecured will be liable for any loss incurred or the direct cost to the district to secure the building. The district's labor agreement requires a four (4) hour minimum payment for after hour call outs.
17. Any items issued to the contractor (keys, badges, alarm cards, etc.) shall be returned prior to final payment.
18. Any project over \$1,000.00 is a prevailing wage project. Labor Code Section 1770-1771. ([www.dir.ca.gov](http://www.dir.ca.gov)). SB854 requires contractor to be registered with the Department of Industrial Relations.
19. Firearms or weapons of any type are strictly prohibited on school district property.
20. Contractor to provide payment bond for projects over \$25,000.
21. Contractor to provide performance bond for projects over \$25,000.
22. Contractor will be required to provide certified payroll records on all projects.
23. Contractors shall follow the California Department of Public Health regulations as it pertains to COVID-19.

**Please read both pages of this document. Your signature indicates you have read, understand, and agree to this document.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**GUARANTEE**

**Guarantee for workmanship.** We hereby guarantee that the workmanship, which we have installed in \_\_\_\_\_ from \_\_\_\_\_ through \_\_\_\_\_, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of \_\_\_\_ year(s) from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

\_\_\_\_\_  
Name of Contractor

By: \_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

**Guarantee** (continued)

\_\_\_\_\_  
Name of Subcontractor  
(if work performed by  
subcontractor)

By: \_\_\_\_\_  
Signature of Subcontractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Representatives to be contacted for service:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

This Escrow Agreement is made and entered into, as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "DISTRICT;" \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Contractor;" and, \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, 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 DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_,

(Name of Project)

dated \_\_\_\_\_ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the 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 Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT 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 DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, 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 DISTRICT.

(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 DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT 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 DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, 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 monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT 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 DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

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

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

DISTRICT

Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Escrow Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

**SHOP DRAWING TRANSMITTAL**

The procedure governing shop drawing submittals is contained in the General Conditions. In addition, all Supplemental Conditions, Special Conditions and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: \_\_\_\_\_ Submittal No.: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_

Project Name: \_\_\_\_\_

This is a(n):    Original    \_\_\_\_\_  
    Submittal    \_\_\_\_\_  
    2nd Submittal    \_\_\_\_\_  
    [ ] Submittal    \_\_\_\_\_

Subject of Submittal:	Equipment Designation:	Specification Section(s):
-----------------------	------------------------	---------------------------

Complete either (a) or (b)

Check One:

(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions). \_\_\_\_\_

(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet). \_\_\_\_\_

(continued on next page)

The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this Project.

\_\_\_\_\_  
Signature of Contractor or Supplier

**Equipment/Material Source Information (OPTIONAL)**

The name of the manufacturer of each piece of equipment that will be installed in this Project shall be set forth below. Only one manufacturer of each piece of equipment shall be listed. Bidder agrees that in the event any listed manufacturer is not specifically named in the Project Documents, it will, prior to award, submit complete information satisfactory to the Architect that such manufacturer's equipment complies with all requirements of the Project Documents. If, in the opinion of the Architect, the listed manufacturer's equipment does not comply with the Project Documents, the bid may be rejected unless, prior to award, the bidder agrees in writing to supply approved equipment without a change in the bid price.

Equipment/Material

Manufacturer

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**CHANGE ORDER NO.**

(Additive)

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: \_\_\_\_\_

\_\_\_\_\_

COST (This cost shall not be exceeded.):

Original contract price: \$ \_\_\_\_\_  
Change Order amount: \$ \_\_\_\_\_  
New contract price: \$ \_\_\_\_\_

TIME FOR COMPLETION:

Original completion date: \_\_\_\_\_  
Time for completion of  
Change Order: \_\_\_\_\_  
New completion date: \_\_\_\_\_

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ARCHITECT

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CHANGE ORDER NO.**

(Deductive)

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: \_\_\_\_\_

\_\_\_\_\_

COST (This cost shall be deleted.):

Original contract price: \$ \_\_\_\_\_  
Change Order amount: \$ \_\_\_\_\_  
New contract price: \$ \_\_\_\_\_

TIME FOR COMPLETION:

Original completion date: \_\_\_\_\_  
Time for completion of  
Change Order: \_\_\_\_\_  
New completion date: \_\_\_\_\_

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DISTRICT

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ARCHITECT

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS**

TO: California Department of Industrial Relations  
 Division of Apprenticeship Standards  
 P.O. Box 420603  
 San Francisco, CA 94142

AWARDING AGENCY ID NUMBER

If you do not have an ID number please contact DAS

FROM:

**EXTRACT OF  
PUBLIC WORKS CONTRACT AWARD**

A CONTRACT TO PERFORM PUBLIC WORKS UNDER LABOR CODE SECTION 1777.5 HAS BEEN AWARDED TO:

1. NAME OF GENERAL CONTRACTOR			2. CONTRACTOR'S LICENSE NO		
3. MAILING ADDRESS (STREET NUMBER OR P.O. BOX)			4. CITY		
			5. ZIP CODE		6. TELEPHONE NUMBER
7. GENERAL CONTRACTOR'S CONTACT EMAIL ADDRESS			8. ADDRESS/LOCATION OF PUBLIC WORKS SITE (INCLUDE CITY AND COUNTY):  Ba. County		
9. NAME OF PROJECT					
10. CONTRACT NUMBER		11. PROJECT NUMBER		12. DOLLAR AMOUNT OF CONTRACT AWARD	
13. FIRST ADVERTISED BID DATE MONTH DAY YEAR		14. CONTRACT AWARD DATE MONTH DAY YEAR		12a. ESTIMATED TOTAL PROJECT COSTS, IF DIFFERENT FROM ITEM 12 (see instructions)	
15. WHICH STATUTE, IF ANY, APPLIES TO THIS PROJECT?					
16. STATE CONSTRUCTION BONDS If YES, List the Sources and Dollar Amount of Bond Proceeds: SOURCES			17. WILL YOU OPERATE A DIR-APPROVED LABOR COMPLIANCE PROGRAM (LCP) FOR THIS PROJECT?  YES NO		
			18. IS THERE A PROJECT LABOR AGREEMENT (PLA) ASSOCIATED WITH THIS PROJECT? If yes, please email a copy to <a href="mailto:cmu@dir.ca.gov">cmu@dir.ca.gov</a>  YES NO		
19. STARTING DATE (ESTIMATED OR ACTUAL)  (MM/DD/YYYY)			20. COMPLETION DATE (ESTIMATED OR ACTUAL)  (MM/DD/YYYY)		
21. BRIEF DESCRIPTION OF WORK TO BE PERFORMED			22.  NEW CONSTRUCTION REMODELING  ALTERATION, DEMOLITION, REPAIR OR MAINTENANCE		
23. CLASSIFICATION OR TYPE OF WORKER (CARPENTER, PLUMBER, ETC.) THAT WILL BE EMPLOYED BY THE CONTRACTOR(S)  Please list sub-contractors and their worker classifications on page 2					
24. Is language included in the Contract Award to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code?  YES NO					
25. SIGNATURE		26. TITLE		27. DATE	
28. PRINTED OR TYPED NAME		29. E-MAIL ADDRESS		30. TELEPHONE NUMBERS	
If different from above, name, title, and contact information of person responsible for carrying out Awarding Body's LCP or CMU responsibilities.					
31. NAME		32. TITLE		33. E-MAIL ADDRESS	
				34. TELEPHONE NUMBER	

Duplication of this form is permissible

EXTRACT OF PUBLIC WORKS CONTRACT AWARD (Continued)

Listing of Sub Contractors

Con. Lic. #	Contractor	Classification of workers

Provided for Reference Only.  
Please use the Web Application  
to submit your Contract Award information.  
<https://www.dir.ca.gov/PWC100>

**CERTIFICATION – PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES  
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the \_\_\_\_\_ School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

# SAMPLE

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) INSERT DATE
PRODUCER  NAME & ADDRESS OF INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  NAME & ADDRESS OF COMPANY/ORGANIZATION	INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company	NAIC #

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<b>MANDATORY REQUIREMENTS</b>	Insert Date	Insert Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>REQUIRED IF APPLICABLE TO SERVICE</b>	Insert Date	Insert Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<b>REQUIRED UNLESS REDUCED/EXCLUDED</b>	Insert Date	Insert Date	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	<b>REQUIRED UNLESS REDUCED/EXCLUDED</b>	Insert Date	Insert Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		<b>OTHER</b> Professional Liability and/or Sexual Abuse/Molestation	<b>MAY BE REQUIRED</b>	Insert Date	Insert Date	\$ 1,000,000 per occurrence \$ 2,000,000 aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. Sexual Abuse/Molestation is not excluded from coverage under the general liability and excess/umbrella liability policies. (Provide brief description of services/dates).

<b>CERTIFICATE HOLDER</b>  Irvine Unified School District 5050 Barranca Parkway Irvine, California 92604 Attention: Risk Management	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
--	---



## ENDORSEMENT

### ADDITIONAL COVERED PARTY

**COVERED PARTY**

(INSERT INSURED NAME)

**COVERAGE DOCUMENT**

(INSERT POLICY NUMBER)

**ADMINISTRATOR**

(INSERT NAME OF ADMINISTRATOR)

Subject to all terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising from the actions and activities of the covered party described below.

**Additional Covered Party:**

Irvine Unified School District  
5050 Barranca Parkway  
Irvine, California 92604

**Description of Activities:**

Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory.

Authorized Representative Signature  
MUST APPEAR ON THE ENDORSEMENT PAGE

# SAMPLE



# Irvine Unified School District Insurance Requirements

**All insurers must be duly licensed and admitted by the State of California.**

## **Mandatory Requirements (unless District reduces or waives coverage requirements)**

1. Commercial General Liability insurance for bodily injury and property damage, including accidental death, in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella liability.
2. Sexual Abuse/Molestation coverage must be included under General Liability or obtained in separate policies in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella liability.

## **Minimum Limits (if required by District)**

1. Automobile Liability insurance for bodily injury and property damage in an amount of not less than \$1,000,000 per occurrence with no annual aggregate limit.
2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
3. Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year, unless otherwise specified.

## **Additional Insured Endorsement Language**

"Irvine Unified School District, its Board of Trustees, officers, agents, employees, and volunteers are named as additionally insured on this policy pursuant to written contract, agreement, or memorandum of understanding. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory."

Additional Insured Endorsements are required to accompany Certificates of Insurance. Certificate of Insurance shall provide thirty (30) day prior written notice of cancellation.

See sample certificate on the Irvine Unified School District website at [www.iusd.org](http://www.iusd.org).

## **Additional Required Documents**

Certificates of Insurance must be accompanied by a list of all excluded coverages under the general liability and excess/umbrella liability policies. The exclusion policy document section may be emailed or faxed to Risk Management & Insurance. The general liability and excess/umbrella liability documents must list the corresponding policy numbers referenced on the Certificate of Insurance.

Questions may be directed to Risk Management & Insurance at [Insurance@iusd.org](mailto:Insurance@iusd.org).

Email: [Insurance@iusd.org](mailto:Insurance@iusd.org)

Fax: (949) 936-5019

Revised: September 2018

**APPENDIX A**

**Specifications**

## Adhesives

# ALLIANCE™ TECHNICAL DATA SHEET



CATALINA  
PRODUCTS  
INTERNATIONAL

714.716.1667 | contact@catalinaproducts.international

## APPROVED FLOORING TYPES

• HVT • LVT/LVP • Carpet tile (hard- and soft-backed) • Sheet goods (vinyl, homogeneous, heterogeneous, fiberglass) • Rubber (tile and sheet) • WPC/WSC • Cork-backed hard surface • Cork underlayment • VCT/VET • Vinyl-backed broadloom carpet • Carpet cushion to substrate • Stair treads (rubber and vinyl) •

## DESCRIPTION

When it comes to ultimate adaptability to numerous flooring types, Alliance™ holds the market. Breaking all the rules, this revolutionary product saves time with its instant access to light traffic. Alliance™ provides the waterproof benefits of a hard-set adhesive while aggressively retaining PSA like surface tack.

## APPROVED SUBSTRATES & SURFACES

- APA underlayment grade plywood and OSB
- Association grade particleboard
- Concrete and radiant heated subfloors that do not exceed 85°F (30°C)
- Cement backer board
- Existing well-bonded non-cushion-backed vinyl, tile and sheet flooring
- Fully secured cork underlayments
- Gypsum and lightweight concrete (primed with a Universal Primer)
- Terrazzo (properly prepared with all waxes and surface finishes removed)

## SUBSTRATE TESTING

RH - 99% (ASTM F2170)

pH - 5-12

MVER - 12 lbs (ASTM F1869)

## SUBSTRATE PREPARATION

Follow flooring manufacturer's guidelines for allowable levels of moisture. Substrate must be prepared per ASTM F710-05 standards including, but not limited to the following:

- Concrete floors must be dry, clean, smooth and structurally sound. They shall be free of any foreign materials that might prevent adhesive bond, including dust, dirt, solvent, paint, wax, oil, grease, residual adhesive, adhesive removers, incompatible sealers, fire-retardant chemicals, fungicides, release agents, alkaline salts, excessive carbonation, laitance, mold, mildew, and curing, sealing, hardening or parting compounds.
- Fill all surface cracks, grooves, depressions, control joints and non-moving joints with moisture-resistant patching and self-leveling compounds, allow to fully cure and correct high spots before applying adhesive.
- The substrate, adhesive and flooring must be acclimated in an enclosed building with the HVAC operational between 60-95°F (15-35°C), and between 30-65% relative humidity, for at least 72 hours before, during and after the installation.
- When installing over radiant heated subfloors, turn the heat off for 24 hours before,

# ALLIANCE™ TECHNICAL DATA SHEET



CATALINA  
PRODUCTS  
INTERNATIONAL

714.716.1667 | contact@catalinaproducts.international

during and after installation. Failure to turn the heat off may result in shortened working time of the adhesive. When turning radiant heat back on, raise it incrementally, not to exceed a change of more than 5 degrees per hour to a maximum of 85°.

## PRECAUTIONARY NOTES:

- Concrete must be placed in strict accordance with applicable standards and specifications. An intact moisture vapor retarder must be present below the concrete (see ASTM E1745), must be fully cured (at least 45 days) and without hydrostatic pressure.
- Although Alliance™ is a high-moisture tolerant adhesive, it does not form a moisture vapor barrier and will not protect flooring from moisture damage.
- Flooring must be acclimated per manufacturer's guidelines.

## APPLICATION INSTRUCTIONS

Follow flooring manufacturer's guidelines for layout, design and any special precautions for installation.





1. Spread adhesive using required tools (see tool chart below).
2. Install flooring per the instructions below dependent upon desired application method.
  - PSA (porous and non-porous substrates)
  - Wait 30-60 minutes after adhesive is spread to allow it to dry (adhesive will darken to visually cue installer).
  - Working time is approximately 12 hours under acceptable temperature and humidity conditions.
  - Semi-wet set (porous substrates only)
  - Wait 20-30 minutes after adhesive is spread to allow it to skin over.
  - Working time is approximately 20-30 minutes under acceptable temperature and humidity conditions.
  - For sheet vinyl, back-roll the adhesive with an adhesive saturated roller to smooth out the trowel ridges.
3. Roll and cross roll floor with a 75-100 lbs (34-45 kg) roller at the end of the installation to ensure proper transfer of adhesive.

## PRECAUTIONARY NOTES:

- Do not wet mop the floor for 72 hours after the install is complete.
- Do not strip and finish the floor for 72 hours after the install is complete.
- Reseal lid when not in use to protect product.

# ALLIANCE™ TECHNICAL DATA SHEET

## REQUIRED TOOLS & COVERAGE

Flooring Type	Tool* (images not to scale)	Estimated Coverage
Porous: HVT, LVT/LVP, Carpet tile (hard- and soft-backed), Sheet goods (vinyl, homogeneous, heterogeneous), Rubber (tile and sheet), WPC/WSC, Corkbacked hard surface, Cork underlayment, Stair treads (rubber and vinyl)	1/16" x 1/16" x 1/16" (1.6mm x 1.6mm x 1.6mm) Sq Notch 	150-180 sf/gal
Non-porous: HVT, LVT/LVP, Carpet tile (Hard- and soft-backed), Sheet goods (vinyl, homogeneous, heterogeneous), VCT/VET, Stair treads (rubber and vinyl)	1/16" x 1/32" x 1/32" (1.6mm x .8mm x .8mm) UNotch 	220-260 sf/gal
Broadloom (breathable)	1/8" x 1/8" x 1/16" (3.2mm x 3.2mm x 1.6mm) VNotch 	90-120 sf/gal
Hard-backed carpet tile, Fiberglass sheet goods	3/8" (10mm) Short nap paint roller 	Up to 350 sf/gal

\*Trowel dimensions are width X depth X spacing. Coverage is approximate and may vary depending on porosity of substrate and the angle at which the trowel is held.

*It is the sole responsibility of the contractor/installer to determine the proper porosity of the subfloor, apply the proper amount of adhesive for the job conditions and ensure that all instructions, procedures and practices are strictly adhered to.*

## CLEANING INSTRUCTIONS

**While product is still wet:** use a damp cloth and water to remove.

**While product is still soft:** use Taylor Touchdown #9 adhesive remover/stripper, denatured alcohol or mineral spirits. Always check compatibility on a piece of scrap flooring.

# ALLIANCE™ TECHNICAL DATA SHEET



CATALINA  
PRODUCTS  
INTERNATIONAL

714.716.1667 | contact@catalinaproducts.international

<b>PRODUCT CHARACTERISTICS</b>	Product Identification	Transitional Pressure Sensitive Adhesive
	Base Chemistry	Hybrid acrylic
	Curing Method	Propriety modified cross-linking
	Appearance	Mint green (wet), Dark green/teal (dry)
	Consistency	Smooth, medium viscosity liquid
	Application	Easy troweling or roller applied
	Flammability	Non-flammable
	Freeze/Thaw	Stable to 10°F (-12°C)
	Shelf Life	2 year
<b>MOISTURE</b>	Moisture Control	N/A
	RH	99%
	pH	5-12
	MVER	12 lbs
<b>TIME</b>	Open Time	20-30 min (semi-wet set)
	Dry Time	30-60 (PSA)
	Working Time	12 hrs (PSA), 20-30 min (semi-wet set)
	Cure Time	12 hrs
	Pot Life	N/A
<b>TRAFFIC</b>	Light Traffic	0 min (PSA 12 hrs (semi-wet set)
	Heavy Traffic	24 hours
	Heavy Rolling Loads	48 hours
<b>SUSTAINABILITY</b>	Solvents	None
	Isocyanates	None
	VOC(g/L)-SCAQMD Rule#1168	11
	LEED Points	Contributes to low emitting materials
	Certifications	Greenguard, Floorscore, CRI Green Label Plus
<b>ACOUSTICS</b>	IIC	N/A
	STC	N/A

## STORAGE

This product should be stored at temperatures between 50-90°F (15-32° C). While this product is freeze-thaw stable, it is necessary to protect it from freezing. Freeze/thaw stable to 10°F (-12°C).

## CAUTION

DO NOT take internally. If swallowed, DO NOT induce vomiting. Call a physician immediately. KEEP OUT OF REACH OF CHILDREN.

## WARRANTY INFORMATION

For warranty information, call CPI at 714-716-1667, visit us on the web at [www.catalinaproducts.international](http://www.catalinaproducts.international) or e-mail us at [contact@catalinaproducts.international](mailto:contact@catalinaproducts.international). Flooring manufacturer's written pre-installation and installation instructions must be strictly followed or the warranty will be void.



**CAMBRIA™****TECHNICAL DATA SHEET****CATALINA  
PRODUCTS  
INTERNATIONAL**714.716.1667 | [contact@catalinaproducts.international](mailto:contact@catalinaproducts.international)**DESCRIPTION**

Cambria™ goes above and beyond by withstanding severe moisture and alkalinity. Offering the upfront benefits of a PSA, it quickly transitions; fully cross-linking into a hard-set to securely lock your flooring in place. With its aggressive, fast-grab design, Pinnacle handles the pressure of heavy rolling loads with ease.

**APPROVED FLOORING TYPES**

HVT, LVP, LVT, rigid core [dryback], SVT, VCT, VET, woven  
Rubber (crumb, sheet, tile),  
Sheet (fiberglass, heterogeneous, homogeneous, woven)  
Stair Treads (rubber, vinyl)  
CARPET: Broadloom (6-ft vinylbacked)  
WOOD: Cork (cork-backed hard surface, underlayment)

**APPROVED SUBSTRATES & SURFACES**

- APA underlayment grade plywood and OSB
- Association grade particleboard
- Cementitious and anhydrite screeds
- Cement backer board
- Concrete and radiant heated subfloors that do not exceed 85°F (30°C)
- Existing well-bonded non-cushion-backed vinyl, tile and sheet flooring
- Fully secured cork underlayments
- Gypsum and lightweight concrete (primed with Universal Primer)
- Terrazzo (properly prepared with all waxes and surface finishes removed)

**SUBSTRATE TESTING**

RH - 99% [ASTM F2170]  
pH - 5-12 [ASTM F710]  
MVER - 12 lbs [ASTM F1869]

**PERCAUTIONARY NOTE:**

- This product does not form a moisture vapor barrier and will not protect flooring from moisture damage.

**SUBSTRATE & SURFACE PREPARATION**

Follow flooring manufacturer's guidelines for allowable levels of moisture. Substrate must be prepared per ASTM F710 standards including, but not limited to the following:

- Concrete floors must be dry, clean, smooth and structurally sound. They shall be free of any foreign materials that might prevent adhesive bond, including dust, dirt, solvent, paint, wax, oil, grease, contaminants from sweeping compounds, residual adhesive, adhesive removers, incompatible sealers, fire-retardant chemicals, fungicides, release agents, alkaline salts, excessive carbonation, laitance, mold, mildew, and curing, sealing, hardening or parting compounds.
- Fill all surface cracks, grooves, depressions, control joints and non-moving joints with moisture resistant patching and self-leveling compounds, allow to fully cure and correct high spots before applying adhesive.

**SUBSTRATE & SURFACE PREPARATION CONTINUED**

- The substrate, adhesive and flooring must be acclimated in an enclosed building with the HVAC operational at service temperature, between 60-95°F (15-35°C), and between 30-65% relative humidity, for at least 72 hours prior to, during, and permanently after installation.
- When installing over radiant heated subfloors, turn the heat off for 24 hours before, during and after installation. Failure to turn the heat off may result in shortened working time of the adhesive. When turning radiant heat back on, raise it incrementally, not to exceed a change of more than 5 degrees per hour to a maximum of 85°F (29°C).

**PRECAUTIONARY NOTES:**

- Concrete must be placed in strict accordance with applicable standards and specifications. An intact moisture vapor retarder must be present below the concrete (see ASTM E1745), must be fully cured (at least 45 days), without hydrostatic pressure, without pressurized liquid from any source, and free of surface alkaline salt crystallization.
- Flooring must be acclimated per manufacturer's guidelines.

**APPLICATION INSTRUCTIONS**

Follow flooring manufacturer's guidelines for layout, design and any special precautions for installation.

1. Spread adhesive using required tools.
2. Install flooring per instructions below dependent upon desired application (flash and working times dependent upon temperature and humidity).
  - Dry-set, PSA (porous and non-porous substrates)
    - Wait 30-60 minutes after adhesive is spread to allow flash off. Adhesive will darken to visually cue installer.
    - Working time ~3 hours.
  - Semi-wet set (porous substrates only)
    - Wait 20-30 minutes after adhesive is spread to allow it to skin over.
    - Working time 20-30 minutes.
  - For sheet vinyl, back-roll adhesive with adhesive saturated roller to smooth out trowel ridges.
3. Roll and cross roll floor with 75-100 lb roller at the end of the installation to ensure proper adhesive transfer.
  - Sheet goods - roll from center toward perimeter to expel trapped air.
  - Check flooring after 2 hours and roll again if necessary.

**PERCAUTIONARY NOTES:**

- Although this is a high-moisture tolerant adhesive, it does not form a moisture vapor barrier and will not protect flooring from moisture damage.
- Wait 24 hours before heat welding sheet goods.
- Wait 72 hours before wet mopping, stripping/finishing the floor.
- Reseal lid when not in use to protect product.

# CAMBRIA™ TECHNICAL DATA SHEET






CATALINA  
PRODUCTS  
INTERNATIONAL

714.716.1667 | contact@catalinaproducts.international

## REQUIRED TOOLS AND COVERAGE

• Trowel dimensions are width X depth X spacing. Coverage is approximate and may vary depending on porosity of substrate and the angle at which the trowel is held.

Flooring Type	Tool* (images not to scale)	Estimated Coverage
Porous: HVT, LVT/LVP, Carpet tile (hard- and soft-backed), Sheet goods (vinyl, homogeneous, heterogeneous), Rubber (tile and sheet), WPC/WSC, Corkbacked hard surface, Cork underlayment, Stair treads (rubber and vinyl)	1/16" x 1/16" x 1/16" (1.6mm x 1.6mm x 1.6mm) Sq Notch 	150-180 sf/gal
Non-porous: HVT, LVT/LVP, Carpet tile (Hard- and soft-backed), Sheet goods (vinyl, homogeneous, heterogeneous), VCT/VET, Stair treads (rubber and vinyl)	1/16" x 1/32" x 1/32" (1.6mm x .8mm x .8mm) U Notch 	220-260 sf/gal
Hard-backed carpet tile, Fiberglass sheet goods	3/8" (10mm) Short nap paint roller 	Up to 350 sf/gal

\*It is the sole responsibility of the contractor/installer to determine the proper porosity of the subfloor, apply the correct amount of adhesive for the job conditions and ensure that all instructions, procedures, and practices are strictly adhered to.

## CLEANING INSTRUCTIONS

**While product is still wet:** Use a damp cloth and water to remove.

**While product is still soft:** Use denatured alcohol, mineral spirits, or an adhesive remover/stripper. Always check compatibility on a piece of scrap flooring.

## STORAGE

This product should be stored at temperatures between 50-90°F (15-32°C). While this product is freeze-thaw stable, it is necessary to protect it from freezing. Freeze/thaw stable to 10°F (-12°C).

## CAUTION

DO NOT take internally. If swallowed, DO NOT induce vomiting. Call a physician immediately. KEEP OUT OF REACH OF CHILDREN.

## WARRANTY INFORMATION

For warranty information, call CPI at 714-716-1667, visit us on the web at [www.catalinaproducts.international](http://www.catalinaproducts.international) or e-mail us at [contact@catalinaproducts.international](mailto:contact@catalinaproducts.international). Flooring manufacturer's written pre-installation and installation instructions must be strictly followed or the warranty will be void.

**CAMBRIA™**  
**TECHNICAL DATA SHEET**



**CATALINA  
 PRODUCTS  
 INTERNATIONAL**

714.716.1667 | contact@catalinaproducts.international

<b>PRODUCT CHARACTERISTICS</b>	<b>Product Classification</b>	Hard-Set, Transitional Pressure Sensitive® Adhesive
	<b>Base Chemistry</b>	Hybrid acrylic
	<b>Curing Method</b>	Proprietary cross-linking
	<b>Appearance/Color</b>	Light tan (wet), dark, translucent tan (dry)
	<b>Consistency</b>	Smooth, medium viscosity liquid
	<b>Application</b>	Easy troweling
	<b>Flammability</b>	Non-flammable
	<b>Freeze/Thaw</b>	Stable to 10°F (-12°C) [3 cycles]
	<b>Shelf Life</b>	[Unopened Container at 70°F] 2 years
<b>MOISTURE</b>	<b>Moisture Control</b>	No
	<b>RH [ASTM F2170]</b>	99%
	<b>pH</b>	5-12
	<b>MVER [ASTM F1869]</b>	12 lbs
<b>TIME</b>	<b>Open Time</b>	20-30 min (semi-wet-set)
	<b>Flash Time</b>	30-60 min (PSA)
	<b>Working Time</b>	20-30 min (Semi-wet-set); 3 hrs (PSA)
	<b>Cure Time</b>	12 hrs
	<b>Pot Life</b>	N/A
<b>TRAFFIC</b>	<b>Light Traffic</b>	0 min (PSA), 12 hrs (Semi-wet-set)
	<b>Heavy Traffic</b>	24 hrs
	<b>Rolling Loads</b>	48 hrs
<b>SUSTAINABILITY</b>	<b>Solvents</b>	No
	<b>Isocyanates</b>	No
	<b>VOC Wet Applied</b>	[g/L] [SCAQMD Rule #1168] < 21 g/L
	<b>LEED v4/4.1 Points</b>	Contributes to low emitting materials
<b>ACOUSTICS</b>	<b>Certifications</b>	FloorScore®, Green Label Plus®, GREENGUARD®, Material Health Certificate - Silver
	<b>IIC</b>	No
	<b>STC</b>	No

**RECOMMENDED SUBSTRATES**

Cambria pressure sensitive adhesive is a quick tack glue specifically designed for the installation of vinyl, heterogeneous, and homogeneous flooring materials. Cambria is recommended for the following substrate composite:

- Suspended wood substrates
- Wood substrates
- Concrete
- Light weight concrete
- Gypsum

# VICTORY™ TECHNICAL DATA SHEET

## APPROVED FLOORING TYPES

- HVT • LVT/LVP • Sheet goods (vinyl, homogeneous, heterogeneous, fiberglass, felt-backed) • Rubber tile and sheet • Linoleum • WPC/WSC • Cork-backed hard surface
- Cork flooring • Cork underlayment • VCT/VET • Stair treads (rubber and vinyl) •

## DESCRIPTION

Resilient flooring has finally met its match. Victory™ safe, 1-part chemistry makes it a faster, more install-friendly alternative to 2-part epoxy systems. Engineered for heavy rolling loads and challenging environments, Victory™ waterproof design forms a robust moisture vapor barrier and can also take the punishment introduced by topical liquids.

## APPROVED SUBSTRATES & SURFACES

- APA underlayment grade plywood and OSB
- Association grade particleboard
- Cement backer board
- Concrete and radiant heated subfloors that do not exceed 85°F (30°C)
- Existing well-bonded non-cushion-backed vinyl, tile and sheet flooring
- Fully secured cork underlayments
- Gypsum and lightweight concrete (primed with a Universal Primer)
- Terrazzo (properly prepared with all waxes and surface finishes removed)

## SUBSTRATE TESTING

RH - No testing required (100%) [ASTM F2170]

pH - No testing required (5-14)

MVER - No testing required [ASTM F1869]

## SUBSTRATE PREPARATION

Follow flooring manufacturer's guidelines. Substrate must be prepared per ASTM F710 standards including, but not limited to the following:

- Concrete floors must be dry, clean, smooth and structurally sound. They shall be free of any foreign materials that might prevent adhesive bond, including dust, dirt, solvent, paint, wax, oil, grease, residual adhesive, adhesive removers, incompatible sealers, fire-retardant chemicals, fungicides, release agents, alkaline salts, excessive carbonation, laitance, mold, mildew, and curing, sealing, hardening or parting compounds.
- Fill all surface cracks, grooves, depressions, control joints and non-moving joints with moisture resistant patching and self-leveling compounds, allow to fully cure and correct high spots before applying adhesive.
- The substrate, adhesive and flooring must be acclimated in an enclosed building with the HVAC operational between 60-95°F (15-35°C), and between 30-65% relative humidity, for at least 72 hours before, during and after the installation.
- When installing over radiant heated subfloors, turn the heat off for 24 hours before, during and after installation. Failure to turn the heat off may result in shortened

# VICTORY™ TECHNICAL DATA SHEET

working time of the adhesive. When turning radiant heat back on, raise it incrementally, not to exceed a change of more than 5 degrees per hour to a maximum of 85°.

## PRECAUTIONARY NOTES:

- Concrete must be placed in strict accordance with applicable standards and specifications, must be fully cured (at least 45 days) and without hydrostatic pressure.
- Flooring must be acclimated per manufacturer's guidelines.
- When used as a concrete moisture vapor barrier, substrate must be porous per ASTM F3191.

## APPLICATION INSTRUCTIONS

Victory™ may only be used as a wet-set adhesive. Follow flooring manufacturer's guidelines for layout, design and any special precautions for installation.



1. Spread adhesive using required tools (see tool chart below).
  - Adhesive ridges will dissipate, and Victory™ does not require back-rolling under normal circumstances.
2. Install flooring per the instructions below dependent upon desired application method.
  - Tile products
  - Wait 10 minutes after adhesive is spread to build surface tack and reduce movement.
  - Working time is approximately 45 min under acceptable temperature and humidity conditions.
  - Use a hand roller and apply normal pressure to ensure a good bond.
  - Periodically lift flooring material to verify proper transfer of adhesive.
  - Sheet goods and stair treads
  - Install flooring or stair treads immediately after adhesive is spread.
  - Working time is approximately 45 min under acceptable temperature and humidity conditions.
  - Periodically lift flooring material to verify proper transfer of adhesive.
3. Roll and cross roll floor with a 75-100 lbs (34-45 kg) roller at the end of the installation to ensure proper transfer of adhesive.
  - Wait a minimum of 1 hour, but no more than 2 hours, after the installation to roll and cross roll floor.

# VICTORY™ TECHNICAL DATA SHEET

## PRECAUTIONARY NOTES:

- Wait 6 hours before heat welding sheet goods.
- Do not wet mop the floor for 6 hours after the install is complete.
- Do not strip and finish the floor for 6 hours after the install is complete.
- Reseal lid when not in use to protect product.

## REQUIRED TOOLS & COVERAGE

Flooring Type	Tool* (images not to scale)	Estimated Coverage
HVT, LVT/LVP, VCT/VET	1/16"x1/32"x1/32" (1.6mm x .8mm x .8mm) U Notch 	220-260 sf/gal
Sheet goods, Rubber tile and sheet, Linoleum, WPC/WSC, Corkbacked hard surface, Cork Flooring, Cork underlayment, Stair treads (rubber and vinyl)	1/16"x1/16"x1/16" (1.6mm x 1.6mm x 1.6mm) Sq Notch 	150-180 sf/gal

\*Trowel dimensions are width X depth X spacing. Coverage is approximate and may vary depending on porosity of substrate and the angle at which the trowel is held.

*It is the sole responsibility of the contractor/installer to determine the proper porosity of the subfloor, apply the proper amount of adhesive for the job conditions and ensure that all instructions, procedures and practices are strictly adhered to.*

## CLEANING INSTRUCTIONS

**While product is still wet:** use a damp cloth and water to remove.

**While product is still soft:** use a universal adhesive remover/stripper, denatured alcohol or mineral spirits. Always check compatibility on a piece of scrap flooring.

# VICTORY™ TECHNICAL DATA SHEET



CATALINA  
PRODUCTS  
INTERNATIONAL

714.716.1667 | contact@catalinaproducts.international

<b>PRODUCT CHARACTERISTICS</b>	Product Classification	Modified urethane (isocyanate free)
	Base Chemistry	STPE polymer-based (Hybrid Propel)*
	Curing Method	Moisture cure
	Appearance	Off white
	Consistency	Smooth, low viscosity liquid
	Application	Easy troweling
	Flammability	Non-flammable
	Freeze/Thaw	Stable to 10°F (-12°C)
	Shelf Life	1 year
<b>MOISTURE</b>	Moisture Control	Protects flooring against unlimited moisture
	RH (ASTM F21869)	No testing required (100%)
	pH	No testing required (5-14)
	MVER (ASTM F1869)	No testing required
<b>TIME</b>	Open Time	0 min (Sheet goods and stair treads); 10 min (Tile products)
	Dry Time	N/A
	Working Time	45 min
	Cure Time	6 hrs
	Pot Life	N/A
<b>TRAFFIC</b>	Light Traffic	3 hours
	Heavy Traffic	4 hours
	Heavy Rolling Loads	8 hours
<b>SUSTAINABILITY</b>	Solvents	None
	Isocyanates	None
	VOC(g/L) - SCAQMD Rule#1168	0.1
	LEED Points	Contributes to low emitting materials
	Certifications	Floorscore, CRI Green Label Plus
<b>ACOUSTICS</b>	IIC	68 dB
	STC	68 dB

\*IIC (delta) and STC (delta) ranges are flooring assembly specific based on third party testing and verification in a controlled environment. For any questions or further information, please contact TCPI at 714-716-1667.

## STORAGE

This product should be stored at temperatures between 50-90°F (15-32° C). While this product is freeze-thaw stable, it is necessary to protect it from freezing. Freeze/thaw stable to 10°F (-12°C).

## CAUTION

DO NOT take internally. If swallowed, DO NOT induce vomiting. Call a physician immediately. KEEP OUT OF REACH OF CHILDREN.

## WARRANTY INFORMATION

For warranty information, call CPI at 714-716-1667, visit us on the web at [www.catalinaproducts.international](http://www.catalinaproducts.international) or e-mail us at [contact@catalinaproducts.international](mailto:contact@catalinaproducts.international). Flooring manufacturer's written pre-installation and installation instructions must be strictly followed or the warranty will be void.



## Hamilton Cove Wall Base



## INSTALLATION INSTRUCTIONS

- 1 Use only adhesive recommended for the rubber base. The adhesive should cover 80% of the back surface. Leave at ¼" (6.35mm) uncovered space at the top of the wall base to prevent the adhesive from oozing onto the wall above the base when installed.
- 2 Do NOT apply over vinyl wall covering.
- 3 Installer must apply enough glue to cover 75% of the base. Too little glue will cause an installation failure, NOT a product failure.
- 4 Heavy sunlight from direct or glass-filtered sources can cause fading.
- 5 Do NOT install an obviously defective product. If in doubt stop job. Call your supplier at once. Failure to do so voids any + all warranties.
- 6 Floor cleaners may cause staining during the course of normal maintenance. Wipe base off w/ a soft cloth or clean sponge with clean water.
- 7 Install only on structurally sound surfaces, i.e. plaster, drywall, plywood, paneling or masonry.
- 8 Surface must be dry, clean and free of dirt, grease, loose paing + plaster, and old glue. Surface must be thoroughly cured.
- 9 Do NOT install over a nonporous surface (vinyl wall covering, epoxy paint etc)
- 10 The gap between the floor and wall should be no greater than ¼"
- 11 Maintain base, adhesive, and room air at a uniform temperature of at least 70° F for 24 hours prior to, during, and for 48 hours after installation. Rolled base should be unrolled and allowed to lie flat for 24 hours prior to installation to regain normal shape.
- 12 Press or roll base firmly into place immediately after installation. Do not allow glue to "skim" over.
- 13 Roll the base towards the last installed piece. This will help avoid gaps between sections.
- 14 Butt ends firmly together, so the top of the base fights snugly against the wall surface.
- 15 Remove any excess glue immediately w/ a soft cloth dampened with water.
- 16 Do not score more than 20% of the back when making outside corners. This will void any + all warranties.
- 17 Do not use a heat gun at any time during the course of installation.
- 18 Install the base so as not to stretch the wall base. Stretching can cause the wall base to return to its original length and cause gapping.
- 19 Install preformed corners before installing base.



CATALINA  
PRODUCTS  
INTERNATIONAL

714.716.1667 | [contact@catalinaproducts.international](mailto:contact@catalinaproducts.international)



**SPECIFICATIONS**

Packed:	120' per carton
Lengths:	4' Lengths: 4"
Matching rubber tile & Stairtread system:	Yes
Outside & outside corners:	4" available

**SIZES**

4" (101.6mm)

**TESTING**

Test Item	Outcome	Results
Hardness	85±5	Passes
Gauge	.125" + 0.15" (1/8")	Passes
Squareness	90° ± .5°	Passes
Resistance to Heat	No fading or softening	Passes
DOP Free	n/a	Passes
DEHP Free	n/a	Passes
LEED CI & NC Credit	MR 4.1, MR 4.2, MR 5.1, MR 5.2	Passes
LEED Regional Materials	20% manufactured regionally	Passes
LEED Recycled Content	20% post-consumer + 1/2 postindustrial	Passes
Flame Spread	ASTM E84-91A	Passes
Smoke Density	ASTM E84-91A	Passes
Rubber Type TS	ASTM F1861	Passes

**GENERAL INFORMATION**

For Pricing, Samples, Warranties and Installation Guides, please contact us at contact@catalinaproducts.international or call 714-716-1667.

**HVT**



## SPECIFICATIONS

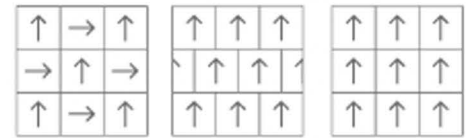
Overall Thickness:	2.5mm
Wear Layer:	Micro Reinforced Polymer
Edge Treatment:	Straight Edge
Texture:	Nano "Tick" Finish
Warranty:	10 Year Heavy Commercial Warranty
Adhesive:	CPI Alliance™ and CPI Victory™ are the approved adhesives.
Maintenance:	Neutral Cleaner Only. No applied finishes, strippers or sealants.
Moisture Rating:	Up to 100% Rh when installed with proper adhesive.

## SIZES

18" x 18" (45.72cm x 45.72cm)

Tiles Per Carton	16
Sq Ft Per Carton	36
Pallet Size	48" x 40"
Cartons Per Pallet	44
Sq Ft Per Pallet	1584

## INSTALLATION



Quarter Turn

Brick

Monolithic

## TESTING

Test Item	Test Method	Results
Static Load Limit	ASTM F970	2,000psi
Squareness	ASTM F2055	Passes
Flexibility	ASTM F137	Passes
Dimensional Stability	ASTM F2199	Passes
Chemical Resistance	ASTM F925	Passes
Resistance to Light	ASTM F1515	Passes
Resistance to Heat	ASTM 1514	Passes
Fire Resistance	ASTM E648	Passes
Smoke Density	ASTM E662	Passes
Dynamic Coefficient of Friction	ANSI A326.3	0.43

## MANUFACTURING

ISO 9001 Quality Management System  
ISO 14001 Environmental Management System  
OHSAS 18001 Occupational Health and Safety Management System

## AIR QUALITY

Low VOC  
Floor Score  
Certification



(1): Made in America; materials are produced manufactured in Ohio. In some cases where is supply chain issues exist, materials may be source else were.

## GENERAL INFORMATION

For Pricing, Samples, Warranties, and Installation Guides, please contact us at contact@catalinaproducts.international or call 714-716-1677.

# Restoring & Cleaning HVT Floors

Spraying or “fogging” with disinfectants can have a negative effect on your HVT flooring. Follow the instructions below to restore, clean, and maintain HVT flooring that has been overexposed to disinfectants and shows signs of residue buildup.

## - Restoring HVT floors:

1. Dust mop with disposable dust cloths or a cotton Infinity twist dust mop treated with Hillyard **Super Hil-Tone**.<sup>1</sup>
2. Use Hillyard Arsenal **Suprox - Heavy Duty (#37)** cleaner in the auto-scrubber with a red flex brush or red floor pad on the auto-scrubber. If using a floor machine, apply Arsenal **Suprox - Heavy Duty (#37)** cleaner directly to the floor and scrub with a red flex brush.
3. To improve overall appearance of the tiles, mix 4 ounces of Hillyard **Restorer** per 1 gallon of water in an auto-scrubber and clean the floor with a **3M Clean And Shine Pad**.



## - Daily or weekly maintenance - Auto-scrubber:

1. Dust mop with disposable dust cloths or a cotton infinity twist dust mop treated with Hillyard **Super Hil-Tone (HIL0101604)**.<sup>1</sup>
2. Use Hillyard Arsenal **Suprox - Multi-Purpose (#38)** cleaner in the auto-scrubber.
3. Use a Red Flex Scrub brush or red floor pad on the auto-scrubber.



## - Daily or weekly maintenance - Wet Mopping

1. Dust mop with disposable dust cloths or a cotton infinity twist dust mop treated with Hillyard **Super Hil-Tone**.<sup>1</sup>
2. Use Trident microfiber wet flat mops pre-treated with Hillyard Arsenal **Suprox - Heavy Duty (#37)** cleaner.



## - Applying a seal to HVT floors:

1. Dust mop with a cotton infinity twist dust mop treated with Hillyard **Super Hil-Tone**.<sup>1</sup>
2. Use Hillyard Arsenal **Suprox - Heavy Duty (#37)** cleaner in the auto-scrubber with a red flex brush or red floor pad on the auto-scrubber.
3. Rinse the floor 2 times with plain water.
4. Apply 3 coats of **Seal 341** using a flat mop finish applicator, allowing 45 minutes drying time **per coat**.



Questions? Contact Hillyard at 800-464-5927

<sup>1</sup> **DIRECTIONS FOR TREATING DUST MOPS & CLOTHS:** Sprinkle or apply coarse spray treatment directly on mops or cloths. Before using mops, hang overnight with wicks down. On new or freshly laundered mops, apply 2 ounces per linear foot of dust mop. Daily care: Shake out dust and spread wicks apart, then re-treat with 1 ounce per linear foot. Hang treated mop in well-ventilated area until next day's use. Do not overtreat mop. Heavily soiled cloths or dust mops should be laundered and re-treated.

## PRODUCT DESCRIPTION

HVT: A Hybrid Vinyl Tile, The VCT Alternative.

An advanced tile floor designed for all environments — Education, Retail, Healthcare, Corporate and Hospitality (including heavy commercial) — installed with standard LVT adhesive (see below for CPI Adhesive recommendations). HVT is built to last, with unique structure and designs, yielding unparalleled dimensional stability, diverse visuals, and above-average sound absorption.

## PRIOR TO INSTALLATION

### Inspect the Material

- Before installing HVT, check all the material for correct color, design, size and that you have the correct quantity to finish the job.
- If there are visible defects, alert Catalina Products International immediately and stop the installation.
- Complaints about material with clearly identifiable defects will not be accepted once the flooring has been laid.

### Job Site Conditions and Material Handling

The HVT product is specifically designed for heavy abuse to include static and dynamic loads. A multi-layer, 2000 PSI product makes it very durable on the floor, but sensitive to material handling.

- **The tile cartons should be removed from pallets, stored flat, and separated from one another for a minimum of 24 hours prior to installation.**
- It should be kept away from direct sunlight, heaters or air vents, as part of the acclimation process.
- Be very careful not to drop tiles or cartons on it's corners. If the material has damage to the corners, it will fracture and cause premature failure. Alert CPI for any material damaged in handling, do not install and have it replaced.
- Do not use materials that have been stacked on an uneven surface, exposed to excessive moisture, tiles or boxes that have been dropped on their corners, or any other signs of damage.
- In the area in which the material will be installed, maintain all flooring material and adhesives between 65°F (19°C) and 85°F (30°C) for at least 48 hours before installation, during installation, and after installation to ensure proper product and adhesive functionality.
- At installation, the temperature of the subfloor should not be below 50°F (10°C) or over 80°F (26°C).
- The relative ambient humidity inside the room should be between 35% and 65%.
- Heat from the building's permanent heating system (NOT portable heaters) should be maintained in areas to receive flooring.
- The installation should not begin until the work of all other trades has been completed.

## Sub-Floors

- Proper subfloor preparation is critical to the success of your installation and how the floor will perform. Every floor covering installation is only as good as the sub-floor over which it is installed.
- HVT is a very hard, flat material that will show subfloor irregularities if not properly prepared before installation.
- Wood subfloors may require a bit more preparation.
- Existing glue and debris removal to include skim coat with a Portland based, feather finish application which important to a successful outcome.
- Take care to ensure that your CONCRETE substrate is properly prepared to receive the new flooring. The substrate must be smooth, flat and free from paint, dirt, drywall mud or dust, residual adhesives, nails or other fastening devices, improper underlayment, alkali deposits, mold or mildew. Extra work here will prevent bumps, ledging and other visual imperfections that despite not being product—related, may affect your customer’s acceptance of your work.
- Concrete Vapor Emission and Hydrostatic Pressure Considerations: Older building, or buildings without “under slab” aggregate and plastic sheeting (5 mil vapor barrier) will require special attention regarding concrete cold joints, concrete trench repairs and concrete slabs with large cracks exceeding 1/4 inch.
- Cold joints and cracks over 1/4 inch shall be so cut and filled with UZIN #KR518 with light sand broadcast.
- Cold Joint and large crack areas are to be “crack chase” with a V notch grinder.
- Moisture content (tested with a pin-type meter) should not exceed 13%.
- Suspended wood floors are acceptable as long as there is at least 18" of well-ventilated space below the floor—and if over dirt, the surface of the ground is covered with a minimum 5 mil vapor barrier.
- Catalina Products International does not recommend installation on wood fastened directly to concrete or on wood set on sleepers.

## Underlayment

- HVT is safe to install where moisture conditions approach 99% RH, utilizing CPI Alliance Adhesive.
- Where moisture levels exceed 99% RH, see below for CPI Victory Adhesive recommendation.

## INSTALLATION

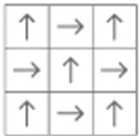
- HVT (18" square tiles) is installed just like other tile floors.
- Snap center lines N -> S and E -> W and work from the center into each quadrant, laying the tiles tight to one another. Make sure your center lines intersect at 90° angles.



## Installation Methods

\*Customer communication regarding layout and installation method is important to the customer's expectation and satisfaction with the appearance of the finished installation.

**\*Quarter Turn:** Material arrows alternating



Quarter Turn

HVT installed by Quarter Turn will allow mergeable dye lots and can leave a slight checkerboard appearance due to alternating finish direction and light refraction.

- \* Consider light refraction and product color when choosing a Quarter Turn installation.
- Lateral light sources and product color selection will have an effect on the appearance of quarter turn checkerboard pattern.



Monolithic

**Monolithic:** Material arrows running in the same direction.



Brick

**Brick:** Material arrows running in the same direction.

## Adhesives

- CPI recommends Alliance™ Adhesive for those installations where moisture does not exceed 99% RH. In those cases where moisture levels exceed 99% RH, use CPI Victory™, which has no moisture limitations.

For **ALLIANCE** follow all manufacturer instructions.

- On porous substrates, expect coverage of 150—180 square feet per gallon, using a 1/16" x 1/16" x1/16" SQUARE NOTCH trowel.
- On non-porous substrates, expect coverage of 220 — 260 square feet per gallon, using a 1/16" x1/32" x1/32" U NOTCH trowel.

For Cleanup

- While product is still wet: use a damp cloth and water to remove.
- While product is still soft: use Taylor Touchdown #9 or another approved adhesive remover/stripper, denatured alcohol or mineral spirits. Always check compatibility on a piece of scrap flooring.

For **VICTORY**, follow all manufacturer instructions.

- Expect coverage of 220 — 260 square feet per gallon, using a 1/16" x 1/32" x 1/32" U NOTCH trowel.
- Always roll the floor with a 3-section, 100—pound roller to fully engage the tiles with the adhesive.
- When you're done, inspect your work!
- Make sure all your seams are tight and there is no adhesive residue on the surface of your new floor.

## POST INSTALLATION

- If you utilize CPI Alliance adhesive, the floor is available immediately for light foot traffic, and for heavy traffic in 24 hours. Wait 48 hours for heavy rolling loads.
- If you utilize CPI Victory adhesive, the floor is available after 3 hours for light foot traffic, and for heavy traffic in 4 hours. Wait 8 hours for heavy rolling loads.
- If you use adhesives other than the recommended adhesives, wait 24 hours for light foot traffic — and 48 hours for moving furniture or appliances onto the finished floor.
- Never drag furniture or heavy items on the new floor. Use appropriate moving devices that protect the new floor.
- Protect the floor with walk-off mats (NO RUBBER BACKED mats).
- Whenever possible, use furniture glides and protectors.
- Make sure all rolling chairs have fully functional casters that are designed specifically for resilient flooring.
- HVT is suitable for installation on floors with underfloor heating systems. However, it is crucial that the underfloor heating system be turned off for 48 hours BEFORE and 48 hours AFTER installation. Once the waiting time is complete, the underfloor heat can be increased by no more than 5° per day until it reaches the maximum of 80°.

## Additional Design Considerations

Accent and Feature Tiles: (327| Fire), (401| Tuxedo), (320 | Snow), (421 | Pearl)

The above colors are considered to be accent tiles and should never be installed in full-field because it creates difficulty in cleanability and maintenance.

\* For Maintenance Instructions, refer to the HVT Maintenance Guidelines.

**LVT**



**SPECIFICATIONS**

<b>Overall Thickness:</b>	5mm
<b>Wear Layer Thickness:</b>	20mil
<b>Edge Treatment:</b>	Straight Edge
<b>Texture:</b>	Hardened Textured Ceramic No Wax Finish
<b>Warranty:</b>	10 Year Heavy Commercial Warranty
<b>Adhesive:</b>	CPI Alliance, CPI Victory
<b>Maintenance:</b>	Neutral Cleaner Only. No applied finishes, strippers or sealants.
<b>Moisture Rating:</b>	Up to 100% Rh when installed with proper adhesive.

**SIZES**

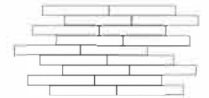
W101 - W108  
6" x 48"

W109 - W114  
7" x 48"

**INSTALLATION**



Herringbone



Traditional

**TESTING**

Test Item	Test Method	Results
Static Load Limit	ASTM F970	2,000psi
Squareness	ASTM F2055	Passes
Flexibility	ASTM F137	Passes
Dimensional Stability	ASTM F2199	Passes
Chemical Resistance	ASTM F925	Passes
Resistance to Light	ASTM F1515	Passes
Resistance to Heat	ASTM 1514	Passes
Fire Resistance	ASTM E648	Passes
Smoke Density	ASTM E662	Passes
Sound Insulation	ISO 10140	>15db Rating 70, STC Rating 63

**MANUFACTURING**

ISO 9001 Quality Management System  
ISO 14001 Environmental Management System  
OHSAS 18001 Occupational Health and Safety Management System

**AIR QUALITY**

Low VOC  
Floor Score  
Certification



(1): Made in America; materials are produced manufactured in Ohio. In some cases where is supply chain issues exist, materials may be source else were.

**GENERAL INFORMATION**

For Pricing, Samples, Warranties, and Installation Guides, please email contact@catalinaproducts.international or call 714 -716 - 1667.

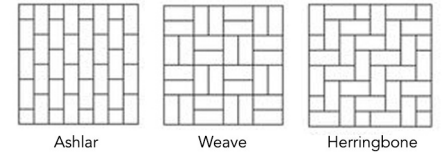
## SPECIFICATIONS

<b>Overall Thickness:</b>	5mm
<b>Wear Layer Thickness:</b>	20mil
<b>Edge Treatment:</b>	Straight Edge
<b>Texture:</b>	Hardened Textured Ceramic No Wax Finish
<b>Warranty:</b>	10 Year Heavy Commercial Warranty
<b>Adhesive:</b>	CPI Alliance, CPI Victory
<b>Maintenance:</b>	Neutral Cleaner Only. No applied finishes, strippers or sealants.
<b>Moisture Rating:</b>	Up to 100% Rh when installed with proper adhesive.

## SIZES

12" x 24" (30.48cm x 60.96cm)

## INSTALLATION



**LOCAL STOCK** Colors Available: ST201 | Urban stone ST202 | Urban Grey ST203 | Warm Crete ST204 | Cool Crete

## TESTING

Test Item	Test Method	Results
Static Load Limit	ASTM F970	2,000psi
Squareness	ASTM F2055	Passes
Flexibility	ASTM F137	Passes
Dimensional Stability	ASTM F2199	Passes
Chemical Resistance	ASTM F925	Passes
Resistance to Light	ASTM F1515	Passes
Resistance to Heat	ASTM 1514	Passes
Fire Resistance	ASTM E648	Passes
Smoke Density	ASTM E662	Passes
Sound Insulation	ISO 10140	>15db Rating 70, STC Rating 63

## MANUFACTURING

ISO 9001 Quality Management System  
ISO 14001 Environmental Management System  
OHSAS 18001 Occupational Health and Safety Management System

## AIR QUALITY

Low VOC  
Floor Score  
Certification



(1): Made in America; materials are produced manufactured in Ohio. In some cases where is supply chain issues exist, materials may be source else were.

## GENERAL INFORMATION

For Pricing, Samples, Warranties, and Installation Guides, please email contact@catalinaproducts.international or call 714 -716 - 1667.

This product when installed according to the following guidelines will provide the consumer with a beautiful floor that has a long useful life. It is important to follow these steps correctly.

### General Installation Guidelines

- Glue down LVT/LVP flooring is suitable for indoor use only.
- All products must be acclimated properly to a stable condition prior to all installations.
- Traffic on the flooring should be minimal for the 24 hours following the installation.
- A temperature range of 65° - 85° F should be maintained at all times.
- It is imperative to follow adhesive manufacturer's guidelines precisely especially focusing on moisture tolerance and working time for their products.
- All installations must be rolled with a minimum 75 lb. roller.
- Material must be inspected closely upon delivery to insure first quality material has been received. Any discrepancies must be reported to CPI immediately. Failure to do so is deemed acknowledgement that what has been received is first quality material.
- Achieving the proper bond between the adhesive and the substrate and the flooring is the responsibility of the installation company.
- Do not stack the product during acclimation that will negate the proper exposure to the installation environment.
- Avoid direct sunlight during acclimation.
- If the substrate is going to be exposed to exterior elements directly this must be considered in the adhesive choice. In these situations it is unlikely the floor will be able to be maintained in the requisite range of 65° - 85° F.
- Moisture testing needs to be conducted and addressed in the adhesive selection. Although the product itself is waterproof, excessive moisture can affect the adhesives used to install the product. It is the responsibility of the installation company to make these assessments prior to installing the product. All issues pertaining to this must be resolved prior to the onset of the installation.

### Inspection

It is the responsibility of the installation company to inspect the product and report any defects to CPI. Installation of the product is deemed acceptance and confirmation that it is first quality material.

Specifically confirm the correct product has been received by cross referencing the order with the labeling on the boxes. If the wrong product has been shipped and it is subsequently installed, that is the responsibility of the installation company not CPI.

Inspect all material prior to installing. All installation of clearly defective material is the responsibility of the installation company. Any and all issues need to be reported to CPI immediately upon the determine of any potential issues.

Ensure no damage to the material has occurred during transport.

Remove all packaging materials, shrink wrap and the like, prior to setting the product aside to acclimate.

All material must be acclimated for 48 hours in a temperature range of 65° - 85° F. During acclimation the material cannot be stacked more than 6 boxes high and there should be a minimum of 4 inches in between rows.

### Substrate

Avalon Wood + Stone LVT/LVP flooring may be installed over a variety of substrates. We can make broad recommendations as to the suitability of them but it is the responsibility of the installation company to determine if the proper adhesive bonding to the substrate and then to the flooring is sufficient for a successful installation.

### Concrete

All concrete floors must be properly cured according to industry standards, or a minimum of 120 days whichever is greater. They must also be tested for relative humidity and pH. The readings of these numbers need to be 85 or less and < 9 respectively. If either of these readings do not fall within those parameters they must be brought to those levels prior to installation with the appropriate treatment. There are a variety of solutions available to bring readings into the proper levels, It is **NOT** the responsibility of CPI to bring the readings in line with the requirements. This **IS** the responsibility of the installation company. Any adhesives used to accomplish this need to be installed following their respective guidelines strictly.

If any curing agents are used in the concrete a bonding test needs to be conducted to verify that the correct bonding between the adhesive and the concrete will be achieved.

Any cracks, joints or other irregularities must be less than 1/8" and if greater filled with an appropriate premium quality patching compound. If this is not done properly they can telegraph through to the surface compromising the installation.

Concrete substrates should be prepared in accordance with ASTM 710 guidelines. They must be flat within 3/16" in a 10 foot radius and not slope more than 1 inch per 6 feet in any direction. All irregularities need to be properly eliminated via prep prior to the onset of installation.

The surface must be free of any debris, dust, foreign materials, old adhesives, or any other material that would make the floor uneven or react or interfere in any way with the correct bonding of the new adhesive to both the floor and the product. Floors need to be vacuumed and mopped. A broom alone will not suffice in getting the surface correctly prepared. Any trowel marks from prior installations need to be ground down or scraped to a flat condition.

If any curing agents are used in the concrete a bonding test needs to be conducted to verify that the correct bonding between the adhesive and the concrete will be achieved. If cutback adhesive has been used it needs to either be removed or properly sealed using an appropriate primer.

#### Lightweight Concrete

Any gypsum based material must be encapsulated with an appropriate primer. All the other parameters listed above from the Concrete category apply.

#### Radiant Heat

All radiant heating systems need to be operating for a minimum of two weeks prior to any installation and at a temperature not to exceed 68 degrees. The temperature can never exceed the 85° parameter that exists for all installation types.

#### Wood Surfaces

Similar to any surface the product is to be installed over, all wood surfaces need to be flat, free of surface debris or dust, and have any joint, nail holes, or any other areas that are not flat filled with an appropriate filler to create a level surface free of irregularities that could telegraph through to the surface of the product.

If there is a plywood substrate an appropriate APA or equivalent agency certified underlayment must be used. It is the installers responsibility to select the correct product, then perform a bonding test to ensure proper adherence can be achieved. Any gaps or otherwise non-flat areas must be filled with a high quality quick setting filler. Once applied any uneven areas must be sanded to make the floor level.

#### Other Surfaces

The product may be installed over other surfaces such as raised floor, stone, terrazzo or ceramic. Regardless of the surface the same parameters apply. The surface needs to be level, free of any



debris or other adhesives that may react with any new adhesive. All cracks or non-level areas need to be brought to a level condition with a leveling compound or filler.

It is incumbent on the installation company to test for proper bonding to any of these substrates. Some surfaces may need to be abraded in order to achieve the correct bond with the adhesive. Follow adhesive manufacturers guidelines for all such matters.

If installed over any tile, all loose tiles need to be secured and all grout joints filled, resulting in a stable and level surface.

If any surface is deemed unstable for any reason the product should not be installed.

### Underlayments

Following proper installation instructions from the underlayment provider is mandatory and if not done will void the warranty. All underlayment materials must be flush to each other to ensure no gaps or cracks. All installations over underlayment must cure for either a minimum of 24 hours or the adhesive manufacturers required minimum, whichever is greater.

### Transitions and Edges

It is the responsibility of the installation company to ensure that all transitions to other surfaces are installed properly. This includes using the proper transition strips and protective edge strips as well as all floor preparation required to make the proper height transitions to other surfaces.

### Site Preparation

- Test the substrate for moisture and pH to ensure compliance within the parameters of the adhesive manufacturer. If the tests determine the site is outside the recommended parameters correct accordingly before beginning.
- Ensure floor complies with the parameters of ASTM 710. They must be flat within 3/16" in a 10 foot radius and not slope more than 1 inch per 6 feet in any direction. All irregularities need to be properly eliminated via prep prior to the onset of installation.
- Fill all cracks or irregularities 1/8" or greater, and level all uneven surfaces.
- Fill any grout lines in the substrate to create a flat and level surface.
- Remove or encapsulate any old adhesive.
- Scrape and sand any existing ridges or irregularities to create a flat surface.
- Turn on HVAC and maintain a temperature between 65° - 85° F for at least 48 hours prior to installation.

## Installation

Select an appropriate starting point. The only difference between a tile and plank installation is the staggering of the pieces with planks. With tiles you line up the edges and install monolithically.

- Locate the center point of the room by snapping chalk lines.
- Use a trowel with an appropriate notch size.
- Use the correct trowel recommended by the adhesive manufacturer. Replace trowel every 600 feet or less. Worn trowels will compromise the bonding with the adhesive.
- Dry lay one row to determine if the end pieces by the walls are too small, and if one side or the other is, adjust the center point accordingly to balance the installation.
- Keep in mind the working time of the adhesive being used and plan the installation accordingly.
- Begin at the center point and work outward toward the walls.
- Use a random stagger method ensuring the overlap is a minimum of 6 inches.
- It is critical that the first row is placed precisely centered on a chalk line for the entire row. Make sure each plank is flush against the chalk line and the butt joints are tight.
- Lay the planks row by row making sure they are tight end to end and side to side with the adjoining row.
- Make sure as you proceed that each row stays square with the original row on the chalk line. If there is any deviation re-lay the rows to get them back into line.
- Wipe any adhesive residue as you progress through the installation.
- Randomly check pieces for proper bonding and if not achieved scrape the adhesive and re-apply.
- Plan the layout to minimize any walking on installed planks, use kneeling or walk boards if necessary.
- Roll the completed installation with a minimum 100 lb. roller in both directions.

For maintenance instructions, refer to the Maintenance Guidelines.

# CABRILLO S E R I E S



CATALINA  
PRODUCTS  
INTERNATIONAL

714.716.1667 | contact@catalinaproducts.international

## SPECIFICATIONS

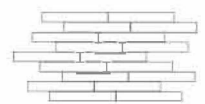
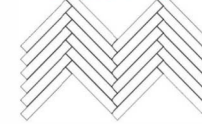
<b>Overall Thickness:</b>	2.5 mm
<b>Wear Layer Thickness:</b>	20mil
<b>Edge Treatment:</b>	Straight Edge
<b>Texture:</b>	Hardened Textured Ceramic No Wax Finish
<b>Warranty:</b>	10 Year Heavy Commercial Warranty
<b>Adhesive:</b>	CPI Victory, CPI Alliance, and CPI Cambria
<b>Maintenance:</b>	Neutral Cleaner Only. No applied finishes, strippers or sealants.
<b>Moisture Rating:</b>	Up to 100% Rh when installed with proper adhesive.

## SIZES

W101, W105, and W108  
6" x 48"

W109, W110, W111, W112,  
W113, and W114  
7" x 48"

## INSTALLATION



Herringbone

Traditional

## TESTING

Test Item	Test Method	Results
Static Load Limit	ASTM F970	2,000psi
Squareness	ASTM F2055	Passes
Flexibility	ASTM F137	Passes
Dimensional Stability	ASTM F2199	Passes
Chemical Resistance	ASTM F925	Passes
Resistance to Light	ASTM F1515	Passes
Resistance to Heat	ASTM 1514	Passes
Fire Resistance	ASTM E648	Passes
Smoke Density	ASTM E662	Passes

## MANUFACTURING

ISO 9001 Quality Management System  
ISO 14001 Environmental Management System  
OHSAS 18001 Occupational Health and Safety Management System

## AIR QUALITY

Low VOC  
Floor Score  
Certification



## GENERAL INFORMATION

For pricing, Samples, Warranties and Installation Guides, please contact us at contact@catalinaproducts.international or call 714-716-1667

This product when installed according to the following guidelines will provide the consumer with a beautiful floor that has a long useful life. It is important to follow these steps correctly.

### General Installation Guidelines

- Glue down LVT/LVP flooring is suitable for indoor use only.
- All products must be acclimated properly to a stable condition prior to all installations.
- Traffic on the flooring should be minimal for the 24 hours following the installation.
- A temperature range of 65° - 85° F should be maintained at all times.
- It is imperative to follow adhesive manufacturer's guidelines precisely especially focusing on moisture tolerance and working time for their products.
- All installations must be rolled with a minimum 75 lb. roller.
- Material must be inspected closely upon delivery to insure first quality material has been received. Any discrepancies must be reported to CPI immediately. Failure to do so is deemed acknowledgement that what has been received is first quality material.
- Achieving the proper bond between the adhesive and the substrate and the flooring is the responsibility of the installation company.
- Do not stack the product during acclimation that will negate the proper exposure to the installation environment.
- Avoid direct sunlight during acclimation.
- If the substrate is going to be exposed to exterior elements directly this must be considered in the adhesive choice. In these situations it is unlikely the floor will be able to be maintained in the requisite range of 65° - 85° F.
- Moisture testing needs to be conducted and addressed in the adhesive selection. Although the product itself is waterproof, excessive moisture can affect the adhesives used to install the product. It is the responsibility of the installation company to make these assessments prior to installing the product. All issues pertaining to this must be resolved prior to the onset of the installation.

### Inspection

It is the responsibility of the installation company to inspect the product and report any defects to CPI. Installation of the product is deemed acceptance and confirmation that it is first quality material.

Specifically confirm the correct product has been received by cross referencing the order with the labeling on the boxes. If the wrong product has been shipped and it is subsequently installed, that is the responsibility of the installation company not CPI.

Inspect all material prior to installing. All installation of clearly defective material is the responsibility of the installation company. Any and all issues need to be reported to CPI immediately upon the determine of any potential issues.

Ensure no damage to the material has occurred during transport.

Remove all packaging materials, shrink wrap and the like, prior to setting the product aside to acclimate.

All material must be acclimated for 48 hours in a temperature range of 65° - 85° F. During acclimation the material cannot be stacked more than 6 boxes high and there should be a minimum of 4 inches in between rows.

### Substrate

Cabrillo 2.5mm LVT/LVP flooring may be installed over a variety of substrates. We can make broad recommendations as to the suitability of them but it is the responsibility of the installation company to determine if the proper adhesive bonding to the substrate and then to the flooring is sufficient for a successful installation.

### Concrete

All concrete floors must be properly cured according to industry standards, or a minimum of 120 days whichever is greater. They must also be tested for relative humidity and pH. The readings of these numbers need to be 85 or less and < 9 respectively. If either of these readings do not fall within those parameters they must be brought to those levels prior to installation with the appropriate treatment. There are a variety of solutions available to bring readings into the proper levels, It is **NOT** the responsibility of CPI to bring the readings in line with the requirements. This **IS** the responsibility of the installation company. Any adhesives used to accomplish this need to be installed following their respective guidelines strictly.

If any curing agents are used in the concrete a bonding test needs to be conducted to verify that the correct bonding between the adhesive and the concrete will be achieved.

Any cracks, joints or other irregularities must be less than 1/8" and if greater filled with an appropriate premium quality patching compound. If this is not done properly they can telegraph through to the surface compromising the installation.

Concrete substrates should be prepared in accordance with ASTM 710 guidelines. They must be flat within 3/16" in a 10 foot radius and not slope more than 1 inch per 6 feet in any direction. All irregularities need to be properly eliminated via prep prior to the onset of installation.

The surface must be free of any debris, dust, foreign materials, old adhesives, or any other material that would make the floor uneven or react or interfere in any way with the correct bonding of the new adhesive to both the floor and the product. Floors need to be vacuumed and mopped. A broom alone will not suffice in getting the surface correctly prepared. Any trowel marks from prior installations need to be ground down or scraped to a flat condition.

If any curing agents are used in the concrete a bonding test needs to be conducted to verify that the correct bonding between the adhesive and the concrete will be achieved. If cutback adhesive has been used it needs to either be removed or properly sealed using an appropriate primer.

### Lightweight Concrete

Any gypsum based material must be encapsulated with an appropriate primer. All the other parameters listed above from the Concrete category apply.

### Radiant Heat

All radiant heating systems need to be operating for a minimum of two weeks prior to any installation and at a temperature not to exceed 68 degrees. The temperature can never exceed the 85° parameter that exists for all installation types.

### Wood Surfaces

Similar to any surface the product is to be installed over, all wood surfaces need to be flat, free of surface debris or dust, and have any joint, nail holes, or any other areas that are not flat filled with an appropriate filler to create a level surface free of irregularities that could telegraph through to the surface of the product.

If there is a plywood substrate an appropriate APA or equivalent agency certified underlayment must be used. It is the installers responsibility to select the correct product, then perform a bonding test to ensure proper adherence can be achieved. Any gaps or otherwise non-flat areas must be filled with a high quality quick setting filler. Once applied any uneven areas must be sanded to make the floor level.

### Other Surfaces

The product may be installed over other surfaces such as raised floor, stone, terrazzo or ceramic. Regardless of the surface the same parameters apply. The surface needs to be level, free of any

debris or other adhesives that may react with any new adhesive. All cracks or non-level areas need to be brought to a level condition with a leveling compound or filler.

It is incumbent on the installation company to test for proper bonding to any of these substrates. Some surfaces may need to be abraded in order to achieve the correct bond with the adhesive. Follow adhesive manufacturers guidelines for all such matters.

If installed over any tile, all loose tiles need to be secured and all grout joints filled, resulting in a stable and level surface.

If any surface is deemed unstable for any reason the product should not be installed.

### Underlayments

Following proper installation instructions from the underlayment provider is mandatory and if not done will void the warranty. All underlayment materials must be flush to each other to ensure no gaps or cracks. All installations over underlayment must cure for either a minimum of 24 hours or the adhesive manufacturers required minimum, whichever is greater.

### Transitions and Edges

It is the responsibility of the installation company to ensure that all transitions to other surfaces are installed properly. This includes using the proper transition strips and protective edge strips as well as all floor preparation required to make the proper height transitions to other surfaces.

### Site Preparation

- Test the substrate for moisture and pH to ensure compliance within the parameters of the adhesive manufacturer. If the tests determine the site is outside the recommended parameters correct accordingly before beginning.
- Ensure floor complies with the parameters of ASTM 710. They must be flat within 3/16" in a 10 foot radius and not slope more than 1 inch per 6 feet in any direction. All irregularities need to be properly eliminated via prep prior to the onset of installation.
- Fill all cracks or irregularities 1/8" or greater, and level all uneven surfaces.
- Fill any grout lines in the substrate to create a flat and level surface.
- Remove or encapsulate any old adhesive.
- Scrape and sand any existing ridges or irregularities to create a flat surface.
- Turn on HVAC and maintain a temperature between 65° - 85° F for at least 48 hours prior to installation.

### Installation

Select an appropriate starting point. The only difference between a tile and plank installation is the staggering of the pieces with planks. With tiles you line up the edges and install monolithically.

- Locate the center point of the room by snapping chalk lines.
- Use a trowel with an appropriate notch size.
- Use the correct trowel recommended by the adhesive manufacturer. Replace trowel every 600 feet or less. Worn trowels will compromise the bonding with the adhesive.
- Dry lay one row to determine if the end pieces by the walls are too small, and if one side or the other is, adjust the center point accordingly to balance the installation.
- Keep in mind the working time of the adhesive being used and plan the installation accordingly.
- Begin at the center point and work outward toward the walls.
- Use a random stagger method ensuring the overlap is a minimum of 6 inches.
- It is critical that the first row is placed precisely centered on a chalk line for the entire row. Make sure each plank is flush against the chalk line and the butt joints are tight.
- Lay the planks row by row making sure they are tight end to end and side to side with the adjoining row.
- Make sure as you proceed that each row stays square with the original row on the chalk line. If there is any deviation re-lay the rows to get them back into line.
- Wipe any adhesive residue as you progress through the installation.
- Randomly check pieces for proper bonding and if not achieved scrape the adhesive and re-apply.
- Plan the layout to minimize any walking on installed planks, use kneeling or walk boards if necessary.
- Roll the completed installation with a minimum 100 lb. roller in both directions.

For maintenance instructions, refer to the Maintenance Guidelines.

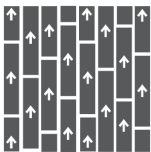


## Ground Rules

(BGRRUL)

Product Code:	BGRRUL648U
Style Number:	BGRRUL648U802010998
Backing & Size:	LVT 2.5 mm 6x48
Wear Layer Thickness:	20 mil
Install Type:	Direct Glue
Maintenance:	Inherent No Wax Surface
Pieces per Carton:	20
Coverage per Carton:	40 ft <sup>2</sup> (3.72 m <sup>2</sup> )
Weight per Carton:	36.4 lbs (16.5 kg)
Classification:	ASTM F1700, Class III Type B
Dimensional Stability:	Pass - $\leq 0.02$ in, ASTM F2199
Flexibility:	Pass - no cracks or breaks, ASTM F137
Resistance to Heat:	Pass - $\Delta E \leq 8$ , ASTM F1514
Resistance to Light:	Pass - $\Delta E \leq 8$ , ASTM F1515
Resistance to Chemicals:	Pass - slight change max, ASTM F925
Static Load Recovery:	Pass - 1750 psi, ASTM F970 modified
Static Coefficient of Friction:	Pass - $\geq 0.50$ , ASTM D2047
Critical Radiant Flux:	Pass - Class 1, $\geq 0.45$ W/cm <sup>2</sup> , ASTM E648
Sound Transmission Class:	STC - 62, ASTM E90
Impact Insulation Class:	IIC - 52, ASTM E492
Indoor Air Quality:	FloorScore™ Certified
Adhesive:	Bentley Healthbond 2399

## Installation Methods



Random\_Ashlar

**Installation:** All Bentley Luxury Vinyl Tile products must be installed by flooring installers who are professionally trained and experienced in current techniques and industry accepted standards for professional installation of luxury vinyl tile flooring. Please refer to the current issue of Bentley's Luxury Vinyl Tile (LVT) Installation Guidelines.

**Adhesives:** All Bentley Luxury Vinyl Tile products must be installed with adhesives purchased through Bentley, and matched to requirements of Bentley for flooring material, site and project conditions. Please refer to the current issue of Bentley's Luxury Vinyl Tile (LVT) Installation Guidelines.

**Maintenance:** Please refer to the current issue of Bentley's Luxury Vinyl Tile (LVT) Maintenance Guideline.

**Warranty:** 15 Year Limited. Product warranted in accordance with the terms and conditions of Bentley's standard printed warranty in effect at time product is sold. All other warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed. For complete warranty information, please refer to Bentley's Luxury Vinyl Tile (LVT) Warranty Terms. ©2024 Bentley Mills, Inc.

**Need additional samples or information? 800.423.4709 | BENTLEYMILLS.COM/LVT**

---

# Luxury Vinyl Tile (LVT)

## Contents

<b>References</b> .....	<b>2</b>
<b>Storage and Handling</b> .....	<b>2</b>
Acclimation .....	2
<b>Subfloor Preparation</b> .....	<b>3</b>
Gypsum Base Substrate .....	4
Subfloors with Radiant Heating Systems .....	4
Wood Substrates .....	5
<b>Installation of Planks and 18 in x 36 in Tiles</b> .....	<b>6</b>
Flooring Material Inspection .....	6
Plank and 18 in x 36 in Tile Layout .....	6
Bentley Healthbond 2399 Adhesive for LVT .....	7
<b>Once The Installation is Complete</b> .....	<b>8</b>
<b>Contact Us</b> .....	<b>8</b>



## References

**Note:** This document refers to the following standards. Please use current version available at time of installation:

ACI 302.1R Guide for Concrete Floor and Slab Construction

ACI 302.2R Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials

APA Engineered Wood Construction Guide

ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring

ASTM F1869 Standard Test Method for Measuring Moisture Evaporation Rate of Concrete Subfloor Using Anhydrous Calcium Chloride

ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes

ASTM F1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring

ASTM F2419 Standard Practice for Installation of Thick Poured Gypsum Concrete Underlayments and Preparation of the Surface to Receive Resilient Flooring

ASTM F2678 Standard Practice for Preparing Panel Underlayments, Thick Poured Gypsum Concrete Underlayments, Thick Poured Lightweight Cellular Concrete Underlayments, and Concrete Subfloors with Underlayment Patching Compound

ASTM F2873 Standard Practice for the Installation of Self-Leveling Underlayment and the Preparation of Surface to Receive Resilient Flooring

ASTM F3010 Standard Practice for Two-Component Resin Based Membrane-Forming Moisture Mitigation Systems for Use Under Resilient Floor Coverings

Recommended Work Practices for Removal of Resilient Floor Coverings of Resilient Floor Covering Institute (RFCI)

## Storage and Handling

Store boxes on clean, flat, and solid surfaces in a controlled environment. Do not store outside. Handle all materials carefully and safely. Do not toss or drop LVT as this may damage the corners. Do not stand boxes on end. Care must be taken to avoid damage to edges and corners. Do not install damaged tiles.

## Acclimation

- Under normal conditions, the LVT must be taken out of their boxes 72 hours prior to the installation. In cases where the flooring may have spent a long period of time in colder conditions, more time will be required for acclimation.
- Areas to receive LVT must be fully enclosed with the permanent HVAC system operational and set to a minimum of 65°F or a maximum of 85°F for a minimum of 72 hours prior to, during, and then maintained after the installation..

## Subfloor Preparation

- The General Contractor will supply a smooth, flat concrete finish ready to receive the new flooring in accordance with ACI 302.1R Guide for Concrete Floor and Slab Construction and ACI 302.2R Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.
- The concrete subfloor must be cured for a minimum of forty-five (45) days.
- The slab will have a tolerance of 3/16" in a 10' radius.
- Prepare substrate as per ASTM F710 "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring."
- The concrete slab, new or old, must be tested for moisture. We recommend having the tests performed by a recognized engineering firm. The International Concrete Repair Institute (ICRI) website has a list of certified technicians for the USA: [https://www.icri.org/page/ccsmtt\\_list](https://www.icri.org/page/ccsmtt_list)
- The moisture tests must be performed as per ASTM F1869 "Standard Test Method for Measuring Moisture Evaporation Rate of Concrete Subfloor Using Anhydrous Calcium Chloride" and/or ASTM F2170 "Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using In-Situ Probes."
- Using Bentley Healthbond 2399 Adhesive, substrate moisture levels shall not exceed:
  - Concrete slab with an effective moisture vapor barrier:
    - 10 lbs / 95% RH,  $\leq$  12 pH
  - Concrete slab with radiant heating system:
    - 8 lbs / 95% RH,  $\leq$  12 pH
- Wood subfloor Construction and Wood Underlayment conditions. Please contact Bentley Mills Technical Services for further information.

## Moisture Testing

Bentley requires concrete slab moisture testing and recognizes 2 test methods to measure the moisture in a concrete slab:

ASTM F2170 RH test

ASTM F1869 Calcium Chloride test

The best choice is to do both tests side by side. This way, all the information needed to properly assess the moisture condition of the concrete slab will be available.

When performing the tests, both tests need to pass the moisture requirements.

Should there be a decision to perform only one type of test, Bentley requires the ASTM F2170 RH test, as this is the most accurate test available at this time.

## Gypsum Base Substrate

- Prohibit circulation of other trades in the installation area.
- The General Contractor shall patch and repair all cracks, voids and other imperfections of the gypsum base subfloor with high strength gypsum base patching compounds compatible with the gypsum base product.
- After completion of patching and leveling, vacuum or sweep entire surface of the gypsum base subfloor to remove loose dust and dirt.
- Apply Taylor 2025 Universal Primer per Taylor's instructions.
- Once the Primer has set, install the flooring following the installation instructions.

## Subfloors with Radiant Heating Systems

Bentley LVT can be installed over subfloors with radiant heating systems.

To ensure proper installation and enable proper adhesion, respect the following conditions:

- In all cases, it is necessary to respect the curing time of the concrete slab.
- Before the installation, the radiant heating system must have been turned on for at least 4 weeks to stabilize the moisture content of the concrete slab and to avoid any moisture peak when the system will be in service after the installation of the flooring.
- A certified technician should turn on the system as per the manufacturer recommendation.
- The room temperature must be kept at its maximum 85°F for 8 days prior to the installation of the floor covering.
- The maximum temperature will not exceed 85°F at any time.
- To install on a subfloor with a radiant heating system, the system has to be turned off 48 hours before, during, and 72 hours after the installation. Always verify that the room temperature is not less than 65°F during that period of time.
- The heating system should be turned on gradually starting 72 hours after the installation. Temperature of 65°F to 85°F should remain in normal operating parameters post installation.
- Turning on the heat gradually will allow the substrate and the flooring to adapt to the temperature change together.
- A sudden temperature change could result in shrinkage or adhesion problems.
- During the drying period of the concrete slab, moisture tests shall be performed per the conditions stated in ASTM F1869, ASTM F2170 standards and substrate conditions will meet ASTM F710 standard.

**WARNING:** NEVER COVER THE FLOORING WITH RUGS, MATS, RUNNERS, ETC. THESE WILL AFFECT THE HEAT TRANSFER OF THE RADIANT SYSTEM AND COULD DAMAGE THE FLOORING.

## Wood Substrates

### Wood Subfloor Constructions

Suspended wood subfloor shall be 1" (25mm) thick or heavier, conforming to the current CSA or FHA standards, double-layered, strongly constructed, free from vertical movement and have a minimum of 18" (460mm) of well-ventilated air space clearance above the ground. In an area of high humidity due to ground moisture such as a crawl space or basement, a vapor barrier (minimum 4 mil polyethylene sheeting) should be installed over the ground with overlapped widths and lengths, to serve as a moisture barrier to help assure dryness. The truss shall be spaced not more than 16-inch (406mm) on centers. If truss are warped or twisted, or otherwise do not present a flat, true base for plywood installation, these conditions must be corrected prior to the installation of the plywood by routing the truss or by firmly nailing blocks to the sides of the truss whichever is required. All subfloor panels must be fastened to the truss in accordance with their manufactures recommendations to preserve their warranties.

Single Layer Wood Floors: Single layer plywood subfloors are not recommended in areas requiring resilient flooring; they are the major cause of nails popping and squeaking. These subfloors must be covered with a minimum of 1/4" (6.35 mm) or heavier approved underlayment grade plywood.

Strip wood Subfloors: Single and/or double tongue-and-groove strip wood floors should be covered with a 3/8" (9.53mm) or heavier underlayment to eliminate telegraphing of the strip wood floor board joints.

### Wood Underlayment

Underlayment grade panels are used to resurface an existing wood subfloor. The finished appearance of any resilient flooring installation will be determined in part by the underlayment over which it is installed. Underlayment grade panels for commercial resilient floors must be 3/8" (9.53mm) or heavier with fully sanded face meeting CSA or FHA standards. The following descriptions of types of underlayment panels and Bentley Mills' resilient flooring's recommendations for their use are intended only as a guide. The underlayment selected is subject to the discretion of the installer based upon subfloor conditions. Bentley Mills strongly suggests that whoever is buying the underlayment material obtain a warranty from the supplier. **The responsibility for warranties, guarantees and performance rests with the manufacturer of the underlayment and not with Bentley Mills.**

**CAUTION:** Some plywood underlayment manufacturers use plastic or resin filler to patch surface cracks. Some filler can cause discoloration in vinyl flooring. Specify plywood underlayment with wood plugs and fills.

APA-Engineered Wood Construction Guide:

- 3/8" (9.53 mm) or heavier APA Underlayment Exposure 1 (with fully sanded face)
- 3/8" (9.53 mm) or heavier APA Underlayment C-C Plugged Exterior (with fully sanded face)

### Sturd-I-Floor Construction Plywood Floor System

Conventional veneered plywood Sturd-I-Floor system with sanded face is a suitable subfloor for installation of Bentley Mills' resilient flooring when constructed for resilient flooring per APA.

The identification provides information on thickness and the corresponding allowable maximum joist spacing. Tables in the APA Engineered Wood Construction Guide provide maximum joist spans for each joist size, wood specie and grade. Glued tongue and groove edges are recommended to assure snug joints. Only fully sanded panels are acceptable and must be thoroughly dry before applying floor covering. The long dimension of the panel must be installed across supports and with panel continuous over two or more spans. To minimize squeaks, buckling and nail-pop, follow the APA recommendations for site applied glue on both joists and tongue-and-groove joints.

**Note:** 3/8" (9.53 mm) minimum APA Underlayment grade plywood must be applied over the Sturd-I-Floor System with staggered and off-set joints.

**Caution:** Certain industrial grade adhesives used in the construction trade to adhere subfloor panels have been known to discolor resilient flooring products even if covered over with board or trowelable underlayment. Any construction adhesives used in subfloor construction must be guaranteed by its manufacturer, not Bentley Mills, to be non-staining for resilient flooring materials.

**Note:** Installing resilient flooring over approved plywood will not diminish the telegraphing of the sheets of plywood through the resilient flooring.

## Installation of Planks and 18 in x 36 in Tiles

### Flooring Material Inspection

- Boxes are clearly marked with batch numbers and the product should be checked for match before installing.
- Inspect all materials carefully to verify that correct colors, lot number, patterns, quality and quantities have been shipped as ordered. Do not install, cut, or fit any material that has visible defects.
- A contractor that installs material that has visible defects or damage without prior consent of Bentley deems the product acceptable for installation and therefore accepts full responsibility for said material.

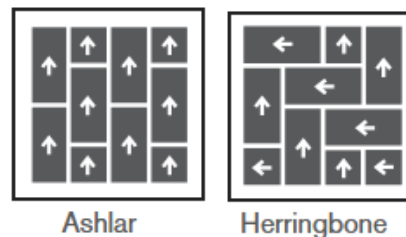
### Plank and 18 in x 36 in Tile Layout

- Chalk the center lines of the work area so that the line is parallel to the length of the room.
- Before spreading adhesive, it is recommended to lay one or two rows of planks or tiles along center line to check for proper alignment.
- Mix planks or tiles from different boxes to obtain a consistent layout.
- Be certain the planks or tiles are installed right on the center lines.
- After the first row is in place, begin laying planks or tiles outward.
- Press planks or tiles firmly against adjoining planks and press into the adhesive.
- Begin stair-stepping the planks or tiles into the field area.

Plank Installation Methods



18 in x 36 in Tile Installation Methods



*\* Please reference the recommended installation method for your specific product.*

**Note:** For Random Ashlar installations, the stagger must not be less than 12 inches.

## Bentley Healthbond 2399 Adhesive for LVT

- All Bentley LVT must be installed direct glue with Healthbond 2399 Adhesive
- Recommended trowel size:
  - **Porous Substrates:** 1/16" x 1/16" x 1/16" Square notch (coverage ~ 160 - 180 ft<sup>2</sup>/gal).
  - **Non-porous Substrates:** 1/16" x 1/32" x 1/32" U-notch (coverage ~ 225 - 275 ft<sup>2</sup>/gal).
- Starting from the center lines and working outward, apply the adhesive to the subfloor.
- To ensure uniform adhesion of the entire surface, apply a workable amount of adhesive at one time.
- Maintain a uniform spread rate. Replace trowel (or trowel blade) as needed to maintain spread rate.
- Open time is the combination of flash time and working time for both wet and semi wet installations.
- "Open time" of the adhesive is dependent upon porosity of the substrate, temperature, and humidity. It is important that the installers familiarize themselves with the adhesive before starting the installations. Excessive open time will cause bubbling and result in poor adhesion.
- DO NOT install resilient flooring products until the work area can be temperature controlled. The temperature of your job site must stay within 65°F (18.3°C) and 85°F (29.5°C) with relative humidity (RH) between 40% - 60% for 72 hours prior to, during, and remain under operational HVAC thereafter.
- This service temperature must be maintained before, during, and after from 65°F to 85°F.
- Apply the Bentley Healthbond 2399 using the appropriate trowel size based on the substrate.
- Allow the adhesive to begin to dry between the trowel notches but still provide wet transfer on the ridges. This will help reduce slippage while installing planks (wet transfer is critical).
- A standard wet set method is also acceptable.
- The installer will need to monitor the drying process because the dry time will vary with temperature, humidity, and air flow.
- For a semi wet installation, expect a period of dry time approximately 20 to 30 minutes from adhesive spread to tile placement with a short window to place the tile and roll the assembly using a Crain 333 or similar roller for wet transfer.

### Application Characteristics over Porous Substrates:

- Wet Set Installation: Approximately 0-20 minutes @ 50% RH and 65°F to 85°F temperature
- Semi Wet Installation: Approximately 10-20 minutes @ 50% RH and 65°F to 85°F temperature (to reach a tacky state).

### Application Characteristics over Non-porous Substrates:

- Wet Set Installation: Approximately 0-20 minutes @ 50% RH and 65°F to 85°F temperature
- Semi Wet Installation: Approximately 10-20 minutes @ 50% RH and 65°F to 85°F temperature (to reach a tacky state).

**Note:** Flash time and working time may vary based on temperature, humidity, substrate porosity, trowel size and jobsite conditions.

**Note:** Improper acclimation, HVAC operations, and adhesive set up times can result in gapping with large format planks generally being more pronounced and may be more difficult to control.



- Start by laying a full plank or tile around the center line. You can start it right at the center line or overlap the center line. Work outward from the center point toward the perimeter in both directions installing them end to end. If you have multiple installers, have one move in one direction and the other the opposite, so as to maximize efficiency. As you progress to the next row overlap the seams by at least  $\frac{1}{4}$  of the length of the one before it. Keep in mind you are creating a random looking installation that will mimic a natural look. As you proceed, overlap the prior rows by differing amounts ensuring that seams do not line up.
- Finish by cutting in the fill pieces on the side allowing an expansion area of  $\frac{1}{4}$ " around the perimeter. This is necessary to allow for some expansion or contraction of the product.
- Once flooring is placed into the adhesive, immediately roll thoroughly with a Crain 333 Extension Hand Roller (or similar roller) and after 1 but not more than 2 hours, roll with a 75-100-lb roller in both directions.
- Use a 14" to 16" cork board or a piece of 2" x 4" wrapped with a piece of carpet to remove air bubbles.
- Continue laying tiles by butting the edges together without too much pressure.
- During the installation, always double check the flooring for bubbles with the lights on and off.
- Avoid adhesive displacement by prohibiting traffic for a period of 48 hours and 72 hours for rolling loads.
- The use of walking boards is mandatory to protect from adhesive displacement during installation.
- Protect your installed flooring from exposure to extreme or direct sunlight. Prolonged, direct sunlight will heat your floor, causing it to expand. When the floor temperature drops after the sun passes, your floor will shrink, causing the floor to separate. This is especially true in areas where the flooring is pinned or where heavy objects are on the floor. In areas where large windows or sliding glass doors are present, shades and window treatments are needed to protect your floor from sunlight during all seasons.

## Once The Installation is Complete

- Perform a visual inspection of the project.
- Repair every imperfection before leaving the project.
- Make sure that all vertical obstacles, such as door frames, are well trimmed and sealed with a silicone sealer or an equivalent product.

For additional information, please contact Bentley Technical Services at 800.423.4709.

## Contact Us

Bentley Mills, Inc. 14641 East Don Julian Road, City of Industry, California 91746

800.423.4709 | [bentleymills.com](http://bentleymills.com)

**Pacifica**



CATALINA  
PRODUCTS  
INTERNATIONAL  
A TODAY COMPANY



# PACIFICA®

## SPECIFICATION AND INSTALLATION GUIDE

MANUFACTURED & TESTED BY

**KRĒTUS**



## PACIFICA®: DURABLE. ADAPTABLE. PRACTICAL.

PACIFICA® composite floor coverings provide seamless wall-to-floor protection against moisture intrusion, UV degradation, and bacterial and fungal growth. With customizable options, school colors in high-traffic hallways aren't just for show. These embedded colors brilliantly camouflage day-to-day dust and debris. Plus, fast- and slow-cure options offer flexibility for quick return to service.

### WHERE PACIFICA® GOES TO WORK

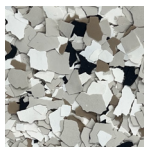
Our composite floor coatings stand up to continuous heavy traffic and work well in high-use spaces, including:

- auditoriums
- cafeterias
- kitchens
- wet areas
- coaching offices/locker rooms
- dormitory and school hallways
- bathrooms
- shade structures
- shower stalls
- STEM rooms
- stadium/arenas
- theater areas (backstage, walkways, stage)

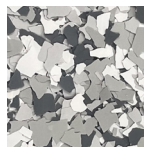
### PACIFICA® 200 COLOR CHART



CANYON



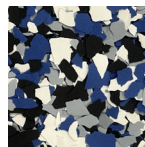
CARMEL



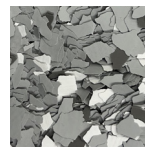
COOL MIST



PEPPERMILL



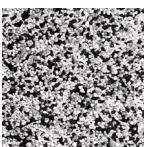
SAPPHIRE



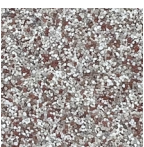
SMOKE

Colors shown are approximate.

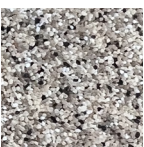
### PACIFICA® 300 COLOR CHART



SALT & PEPPER



CINNAMON



BISCUIT

Colors shown are approximate.

## ASTM RESULTS

	PACIFICA® 200 & 300
ASTM C579 COMPRESSIVE STRENGTH	9,000 psi
ASTM D2240 HARDNESS	75-80
ASTM D4541 ADHESION TO CONCRETE	1,000 psi
ASTM D4060 ABRASION RESISTANCE	14mg loss
ASTM D570 WATER ABSORPTION	0.04%
ASTM D790 FLEXURAL STRENGTH	5,400 psi
ASTM D638 TENSILE STRENGTH	2,200 psi
ASTM D-635 FLAMMABILITY	Self Extinguishing
ASTM E-84 FLAME SPREAD/NFPA 101	Class A
ANSI 137.1 STATIC COEFFICIENT OF FRICTION (SCOF) & DYNAMIC COEFFICIENT OF FRICTION (DCOF)	> 0.42

## ASTM C722 CHEMICAL AND STAIN RESISTANCE

The following chemicals have no adverse effect on fully cured coating if removed within 24 hours:

- ammonia
- bleach
- blood
- brake fluid
- chlorine
- citric acid
- gasoline
- grease
- hard water
- lime juice
- motor oil
- mustard
- urine
- vinegar

## MAINTENANCE AND CLEANING

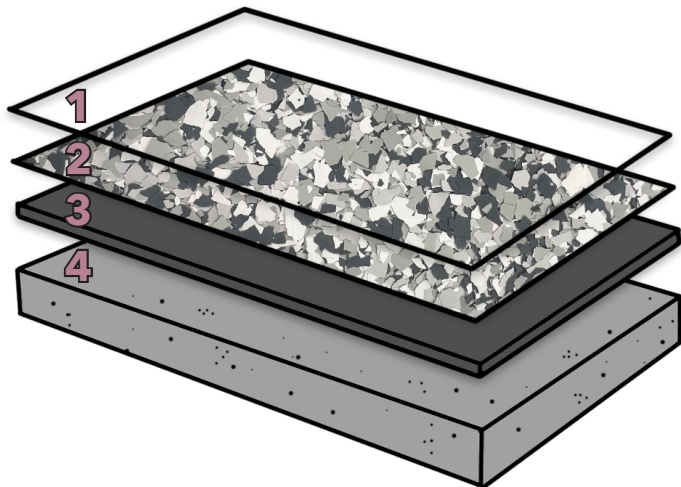
\* PACIFICA® Cleaner

Daily Cleaning	Alcohol	Tire Marks	Gum	Oil/Grease	Paint	Tar
*	*	*	*	*	*	*



### **PACIFICA® 200**

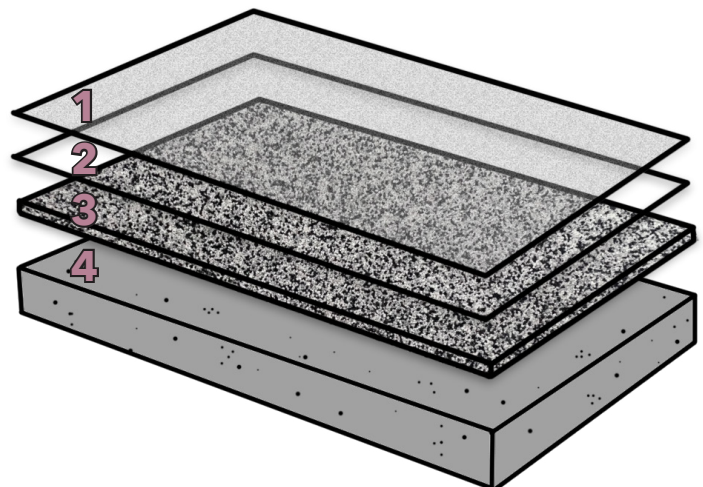
Composite floor covering at 3/16" thick.



- 1** top coat
- 2** color chip broadcast
- 3** base coat
- 4** concrete profiled to CSP3

### **PACIFICA® 300**

Composite floor covering at 3/16" thick.



- 1** top coat
- 2** cap coat
- 3** quartz broadcast over base coat
- 4** concrete profiled to CSP3

### **PACIFICA® CAN BE INSTALLED OVER**

- concrete
- concrete backer board
- plywood
- ceramic tile

### **CHEMICAL AND STAIN RESISTANT**

Protected by a clear coat of Polyaspartic, **PACIFICA® systems** withstand most chemicals, food and alcohol spills, and automotive grease and oil.

### **LOW MAINTENANCE**

For daily cleaning, use KRETUS® Coating Cleaner or similar pH-neutral cleaning product.

## PRODUCT GUIDE

PACIFICA® composite floor and wall cove coverings offer multiple hardeners. Before making your selection, consider the job site temperature, MVER, applicator's skill level, and time available for installation. FC hardeners are recommended only for experienced installers or to be used at low temperatures.

Product	PACIFICA BASE 1	
	PART B EZ	PART B FC
Application Temperature	60-90°F <80% RH	40-80°F <45% RH
Working Time	30 min	10 min
Recoat Time	12 hrs	3 hrs
Full Cure	7 days	3 days

Product	PACIFICA TC 1	
	PART A EZ	PART A FC
Application Temperature	<90°F <55% RH	<80°F <35% RH
Working Time	15-25 min	15-20 min
Recoat Time	4-6 hrs	2-4 hrs
Return To Service	18-24 hrs	5-6 hrs
Full Cure	5 days	3 days

\*TC 1 Part A FC recommended only when working in <250 sf increments.

Product	PACIFICA COVE 1	
	PART B EZ	PART B FC
Application Temperature	60-95°F	41-85°F
Working Time	25-35 min	15-20 min
Recoat Time	7.5-36 hrs	5.5-24 hrs
Return To Service	24 hrs	10 hrs
Full Cure	7 days	5 days

All times recorded using 1 qt. sample at ambient temperature of 70°F and 50% humidity.

## STORAGE AND HANDLING

Store materials in a cool dry place out of direct sunlight. DO NOT mix materials that are warmer than 85°F. DO NOT let water into material.

## IDEAL CONDITIONS

Apply material when temperature is decreasing—adhere to the KRETUS® Dew Point Calculation Chart available at [kretus.com/pacifica-line](http://kretus.com/pacifica-line). Do not apply under direct sunlight. Do not install if rain is forecasted during time allotted for installation.

- higher temperature and/or humidity = reduced working times
- lower temperature and/or humidity = increased working times

## TESTING AND WARRANTY

Before you begin installation, review Pre- and Post-Job Checklists available at [kretus.com/project-planning](http://kretus.com/project-planning). Test and look for any unknown site conditions and/or defects.

## ON-SITE APPLICATION TESTING

To ensure desired results are achieved, the system should be tested in a small area on site.

## SAFETY

Review current Safety Data Sheet(s) and all relevant PACIFICA documentation. Safety conditions and personal protective equipment must be considered before mixing or installing any PACIFICA product.

## SURFACE PREPARATION

### Wall Cove

Before installing any PACIFICA® composite wall cove covering, substrate must be

- (A) Clean: Remove any and all contaminants.
- (B) Profiled: Sand any uneven edges.
- (C) Sound: Remove and replace non-durable surfaces. If water gets behind wall cove covering, it will crack. Make sure that all termination points are sealed with industrial-grade polyurethane-based caulk. Install termination strip that is compliant with current and relevant health codes.

### Concrete—when MVER < 25 lbs. (ASTM F1869) and RH < 99% (ASTM 2170)

Before installing any PACIFICA® composite floor covering, substrate must be

- (A) Clean: Remove any and all contaminants.
- (B) Profiled: Mechanically prepare concrete by grinding with 16-grit diamond tooling to ICRI CSP 3. Adhere to ICRI (International Concrete Repair Institute) current standards.
- (C) Sound: Treat all joints (terminations and transitions) and random cracks. Coatings tend to pull away from free edges—termination points (anywhere concrete ends), joints, cracks, gutters, drains.



## Ceramic Tile

Before installing any PACIFICA® composite floor covering, substrate must be

- (A) Clean: Remove any and all contaminates.
- (B) Profiled: Mechanically prepare tile by sanding with a 16-grit diamond brush to remove all glaze. Substrate must be porous for floor covering to adhere.
- (C) Sound: Remove any and all loose tile. Treat all joints (terminations and transitions) and random cracks with manufacturer-approved crack and joint repair. Coatings tend to pull away from free edges—termination points (anywhere tile ends), joints, cracks, gutters, drains.

## Crack and Joint Repair for Concrete and Ceramic Tile

PACIFICA® composite covering can be installed directly over repairs and cracks smaller than 1/8".

- Drains and gutters: Saw cut and chisel leading edges around drains and gutters to key floor covering into concrete surface. Maintain minimum 2% slope.
- Termination points: Within area to be covered, saw cut 1/4" wide x 1/8" deep joints to anchor the coating along cove termination, thresholds, and 6" from any termination point. Trowel PACIFICA® Base 1 to fill.
- Preferred method for treating moving joint: Small joints may need to be saw cut to 2x the width and 1x the depth. Remove any and all debris. Mark joint location before installation. Apply PACIFICA® floor covering base coat, broadcast, and cap coat. Recut joint and fill with manufacturer-approved polyurethane caulk. Then apply PACIFICA® floor covering top coat.
- Moving crack repair: Saw cut to 2x the width and 1x the depth. Remove any and all debris. Trowel PACIFICA® Base 1 to fill. Lay fiberglass mesh into wet material to saturate. Trowel smooth coat of Base 1 over fiberglass mesh. Wait for recoat window to pass (3-12 hours), before installing PACIFICA® floor covering.
- Non-moving cracks: Saw cut to 2x the width and 1x the depth. Remove any and all debris. Trowel PACIFICA® Base 1 to fill.

## Plywood

Before installing any PACIFICA® composite floor covering, substrate must be

- (A) Clean: Remove any and all contaminates.
- (B) Profiled: Sand any uneven edges.
- (C) Sound: Subfloor and plywood should be no less than 1 1/4" thick. Plywood substrate must be 2 layers exterior grade with minimum 5/8" thickness. Subfloor joists must be spaced 16" on center. Replace any and all damaged plywood. Top layer plywood or concrete backer board: Add screw every 8" on edge and 6" in field. Maximum screw length should not go beyond bottom layer. Leave 1/8" joint gap. To ensure top and bottom layer joints do not line up, offset top layer by at least 2".

Joint repair: Apply PACIFICA® Base 1 with trowel. Lay fiberglass mesh into wet material to saturate. Trowel smooth coat of Base 1 over fiberglass mesh. Joints smaller than 1/8" can be sealed with industrial-grade polyurethane-based caulk.

## EQUIPMENT CHECKLIST

### Safety

- PACIFICA® Safety Data Sheets
- air scrubber
- gloves
- hard hat
- knee pads
- respirator
- safety glasses
- safety vest
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### Mixing

- variable speed mixing drill
- mixing blades (Jiffler double-bladed mixer)
- paint mixing sticks
- measuring pails
- 5-gallon metal or plastic mixing pails (<1,000 sf)
- 20-gallon metal or plastic mixing pails with transport (>1,000 sf)
- masking/rosin paper
- cardboard, painter's plastic
- painter's tape
- duct tape
- cooler and ice when temperature exceeds 80° F
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### Clean-Up

- acetone/alcohol
- rags
- stiff-bristle broom(s)
- cordless electric leaf blower and extra batteries
- \_\_\_\_\_

### Additional Tools

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### Surface Preparation

- calcium chloride and pH test kit
- Wagner Rapid RH® test kit
- 10-gauge extension cords, 100'
- HEPA vacuum
- power source or generator
- Clarke 17" floor maintainer
- 17" sanding discs, 36 and 60 grit
- 17" sanding screens, 80 and 120 grit
- sanding/rubbing stones
- concrete grinding equipment
- diamond tooling
- \_\_\_\_\_
- \_\_\_\_\_

### Application

- chip brushes
- blades—equivalent to Midwest Rake® 1/2" wide x 3/8" depth V-notched squeegee and Easy Squeegee, flat flexible and flat rigid
- trowels—margin, 4" x 12" flat, 1"-radius cove (4" or 6" high)
- gauge rake
- spike and loop rollers
- concrete self-leveling smoothing tool—similar to QEP® Self-leveling Smoother Flooring Float
- paint accessories—extension rods, frames, and pans
- roller covers—3/8" nap, non-shed (6", 9", 18")
- spiked shoes
- \_\_\_\_\_
- \_\_\_\_\_

### PRODUCT CHECKLIST

- PACIFICA® Base 1 (3-component)
- PACIFICA® Base 1 Color Pack (1-component)
- PACIFICA® TC 1 (2-component)
- PACIFICA® Non-slip 1 (1-component)
- PACIFICA® Cove 1 (2-component)
- PACIFICA® Color Grain (1-component)
- PACIFICA® Color Flex (1-component)
- PACIFICA® Cleaner (1-component)
- \_\_\_\_\_
- \_\_\_\_\_

This serves as a general guide and is not a comprehensive list.

## MIXING STATION GENERAL OVERVIEW

Organize products, equipment, and tools to minimize delays during installation. For mixing station examples, review KRETUS® Mixing Station photo gallery available at [kretus.com/pacifica-line](http://kretus.com/pacifica-line).

Select a well-ventilated area outside of application zone and out of direct sunlight. Ideal mixing station is 4-by-4-feet or larger level surface protected by cardboard or plastic liner.

DO NOT mix or install material in confined space without proper ventilation.

### Check and Compare Like Materials

Separate products by type: PACIFICA® Base 1 Parts A, Parts B, Parts C, Color Packs; PACIFICA® TC 1 Parts A, Parts B; PACIFICA® Color Flex, Color Grain, and Non-Slip 1.

- Parts A: Make sure products are clear.
- Parts B: Make sure products have no gelation or crystallization. If this occurs, contact seller.
- Parts C: Make sure material is dry and undamaged. Moisture will cause material to clump. Clumps should be sifted prior to mixing or discarded.
- Color Pack: For each product, check to see that colors are correct and batch numbers are the same. If color is correct but different batch numbers, box (or mix) batches to keep color consistent throughout application. Make sure material is dry and undamaged. Moisture will cause material to clump. Clumps should be sifted prior to mixing or discarded.
- Color Flex: For each product, check to see that colors are correct and batch numbers are the same. If color is correct but different batch numbers, box (or mix) batches to keep color consistent throughout application. Make sure material is dry and undamaged. Moisture will cause material to clump. Clumps should be sifted prior to mixing or discarded.
- Color Grain: For each product, check to see that colors are correct and batch numbers are the same. If color is correct but different batch numbers, box (or mix) batches to keep color consistent throughout application. Make sure material is dry and undamaged. Moisture will cause material to clump. Clumps should be sifted prior to mixing or discarded.
- Non-Slip 1: Make sure material is dry and undamaged.

Only combine products within the same product line. DO NOT mix one product's Part A with a different product's Part B, Part C, or Color Pack. For example, only mix TC 1 Part A EZ or FC with TC 1 Part B.

### GENERAL MIXING GUIDE

- For Base 1 or Cove 1 body coat: Use a high-RPM, high-torque drill and Jiffler double-bladed mixer.
- For TC 1 or Cove 1 prime coat: Use a low-RPM, low-torque drill and Jiffler double-bladed mixer.

DO NOT mix materials by hand.

Premeasure components before combining. Mix materials in clean buckets. Use paint stick to scrape sides and bottom of mixture. Change mix buckets every 2-5 batches. Use all material immediately after mix. Buildup on bucket or transfer of buildup to new batch can shorten product's working time.

DO NOT mix more product than can be applied in the working time allotted. DO NOT leave mixed material in mass. REMEMBER more material = more heat. Mixing large batches will shorten a product's working time.



**SYSTEM ACTION GUIDELINE  
PACIFICA® 200 COVE**

This serves as a general installation guide. Before you begin, review all relevant documents.

**NOTE:** Install termination strip before cove application. For all applications, do not mix more material than can be used in 10-20 min. For seamless look, apply top coat to cove and floor at the same time.

	1	2	3	4	5	6
	PRIME COAT (Clear)	BODY COAT (Color)	BROADCAST (Color)	SAND	CAP COAT (Clear)	TOP COAT (Clear)
<b>PRODUCT</b>	Cove 1	Cove 1 + CG (Color Grain)	1/4" Color Flex	hand stone, pole sander, or a abrasive wheel	TC1	TC1
<b>STANDARD KIT MIX RATIO</b>	A:B = 1 gal.:1/2 gal.	A:B:CG = 1 gal.:1/2 gal.:1 bag  Small batch (recommended): A:B:CG = 1 qt.:1/2 qt.:4-5 qts.	N/A	N/A	A:B = 1 gal.:1 gal.	A:B = 1 gal.:1 gal.
<b>MIXING INSTRUCTIONS</b>	Mix A with B for 2 min.	Mix A with B and mix for 2 min. Slowly add CG and mix for 1 min.	N/A	N/A	Mix A with B for 2 min.	Mix A with B for 2 min.
<b>METHOD/ TOOLS</b>	1. Install prime coat with miniroller and/or brush. 2. Use 1" -radius cove, margin, and flat trowel to apply body coat. Use brush and acetone to smooth edges. <b>NOTE:</b> If Prime Coat becomes dry, apply more before installing body coat. 3. Broadcast Color Flex directly into wet body coat.			When coat is dry, sand any uneven surfaces. Vacuum and remove any loose material.	Apply with brush and smooth with 3/8" non-shed nap roller. <b>NOTE:</b> For uniform look, broadcast chip over any bald spots.	Apply with brush and smooth with 3/8" non-shed nap roller.
<b>RECOAT TIME</b>	Install body coat immediately after prime coat.	Fast- and slow-cure hardeners available. See Product Guide.		When loose material is removed and surface is clean.	Fast- and slow-cure hardeners available. See Product Guide.	Fast- and slow-cure hardeners available. See Product Guide.
<b>COVERAGE RATE</b>	300-375 lft/kit	60 lft/kit @ 4" 40 lft/kit @ 6"	0.10-0.15 lb./sf	N/A	300-375 lft/kit	300-375 lft/kit

**NOTE:** Coverage rates for estimating purposes only. Factors such as waste, unusual/abnormal substrate conditions, and other unforeseen jobsite conditions may affect actual product yields and are the responsibility of the installer.



MANUFACTURED & TESTED BY



## SYSTEM ACTION GUIDELINE

### PACIFICA® 200 FLOOR

This serves as a general installation guide. Before you begin, review all relevant documents.

**NOTE:** If MVET (moisture vapor emission rate) is higher than 25 lbs. per 1,000 sf in a 24-hour period, contact KREȦUS® for moisture control solutions. Begin cure application before floor application.

	1 BASE COAT (Color)	2 BROADCAST (Color)	3 SAND	4 CAP COAT (Clear)	5 TOP COAT (Clear)
<b>PRODUCT</b>	Base 1 + BCP (Base 1 Color Pack)	1/4" Color Flex	small areas: pole sander large areas: floor maintainer	TC1	TC1 + NS (Non-Slip 1)
<b>STANDARD KIT MIX RATIO</b>	A:B:C:BCP = 8 lbs.:8 lbs.:25 lbs.:4 oz.	N/A	N/A	A:B = 1 gal.:1 gal.	A:B:NS = 1 gal.:1 gal.:16 oz.
<b>MIXING INSTRUCTIONS</b>	Mix A with BCP for 15 sec. Add B and mix for 30 sec. Slowly add C and mix for 2 min.	N/A	N/A	Mix A with B for 1 min.	Mix A with Part B for 1 min. Add NS and mix for 1 minute.
<b>METHOD/TOOLS</b>	Work in 500 sf increments: 1. Apply coating with 1/2" x 3/8" V-notched squeegee and/or 1/8" gauge rake, and loop/spiked roller. Smooth any marks with self-leveling smoothing tool. 2. If using F C hardener, wait 5 min. For EZ hardener, wait 10-15 min. 3. Broadcast media to refusal.		When coat is dry, sand any uneven surfaces. Vacuum and remove any loose material.	Apply with flat flexible blade and backroll with 3/8" non-shed nap roller.	Apply with flat flexible blade and backroll with 3/8" non-shed nap roller.
<b>RECOAT TIME</b>	Fast- and slow-cure hardeners available. See Product Guide.				
<b>COVERAGE RATE</b>	50-60 sf/kit	0.20-0.25 lb./sf	N/A	300-400 sf/kit	750-850 sf/kit

**NOTE:** Coverage rates for estimating purposes only. Factors such as waste, unusual/abnormal substrate conditions, and other unforeseen jobsite conditions may affect actual product yields and are the responsibility of the installer.





## SYSTEM ACTION GUIDELINE

### PACIFICA® 300 COVE

This serves as a general installation guide. Before you begin, review all relevant documents.

**NOTE:** Install KREȦUS®-approved termination strip before cove application. For all applications, do not mix more material than can be used in 10-20 min. For seamless look, apply Top Coat to cove and floor at the same time.

	1 PRIME COAT (Clear)	2 BODY COAT (Color)	3 SAND	4 CAP COAT (Clear)	5 TOP COAT (Clear)
PRODUCT	Cove 1	Cove 1 + CG (Color Grain)	hand stone, pole sander, or abrasive wheel	TC 1	TC 1
STANDARD KIT MIX RATIO	A:B = 1 gal.:1/2 gal.	A:B:CG = 1 gal.:1/2 gal.:1 bag  Small batch (recommended): A:B:CG = 1 qt.:1/2 qt.:4-5 qts.	N/A	A:B = 1 gal.:1 gal.	A:B = 1 gal.:1 gal.
MIXING INSTRUCTIONS	Mix A with B for 2 min.	Mix A with B and mix for 2 min. Slowly add CG and mix for 1 min.	N/A	Mix A with B for 2 min.	Mix A with B for 2 min.
METHOD/ TOOLS	1. Install prime coat with miniroller and/or brush. 2. Use 1"-radius cove, margin, and flat trowel to apply body coat. Use brush and acetone to smooth edges. <b>NOTE:</b> If prime coat becomes dry, apply more before installing body coat.		When coat is dry, sand any uneven surfaces. Vacuum and remove any loose material.	Apply with brush and smooth with 3/8" non-shed nap roller.	Apply with brush and smooth with 3/8" non-shed nap roller.
RECOAT TIME	Install body coat immediately after prime coat.	Fast- and slow-cure hardeners available. See Product Guide.	When loose material is removed and surface is clean.	Fast- and slow-cure hardeners available. See Product Guide.	
COVERAGE RATE	300-375 lft/kit	60 lft/kit @ 4" 40 lft/kit @ 6"	N/A	300-375 lft/kit	300-375 lft/kit

**NOTE:** Coverage rates for estimating purposes only. Factors such as waste, unusual/abnormal substrate conditions, and other unforeseen jobsite conditions may affect actual product yields and are the responsibility of the installer.





## SYSTEM ACTION GUIDELINE

### PACIFICA® 300 FLOOR

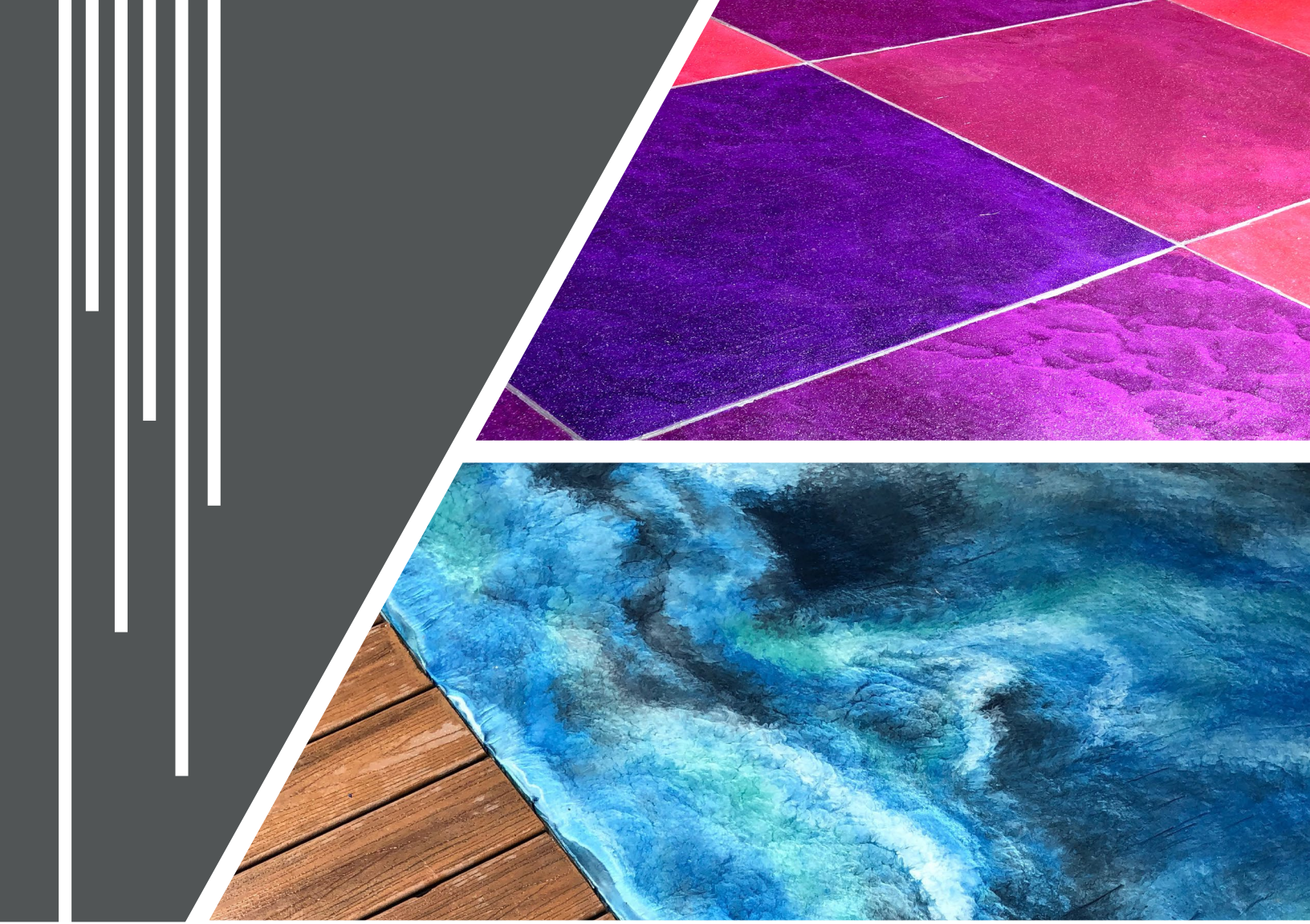
This serves as a general installation guide. Before you begin, review all relevant documents.

**NOTE:** If MV<sub>ER</sub> (moisture vapor emission rate) is higher than 25 lbs. per 1,000 sf in a 24-hour period, contact KRETUS® for moisture control solutions. Begin cove application before floor application.

	1 BASE COAT (Color)	2 BROADCAST (Color)	3 SAND	4 CAP COAT (Clear)	5 TOP COAT (Clear)
<b>PRODUCT</b>	Base 1 + BCP (Base 1 Color-Pack)	Color Grain	small areas: pole sander large areas: floor maintainer	TC 1	TC1
<b>STANDARD KIT MIX RATIO</b>	A:B:C:BCP = 8 lbs.:8 lbs.:25 lbs.:4 oz.	N/A	N/A	A:B = 1 gal.:1 gal.	A:B = 1 gal.:1 gal.
<b>MIXING INSTRUCTIONS</b>	Mix A with BCP for 15 sec. Add B and mix for 30 sec. Slowly add C and mix for 2 min.	N/A	N/A	Mix A with B for 1 min.	Mix A with B for 1 min.
<b>METHOD/TOOLS</b>	Work in 500 sf increments: 1. Apply coating with 1/2" x 3/8" V-notched squeegee and/or 1/8" gauge rake, and loop/spiked roller. Smooth any marks with self-leveling smoothing tool. 2. If using FC hardener, wait 5 min. For EZ hardener, wait 10-15 min. 3. Broadcast media to refusal.		When coat is dry, sand any uneven surfaces. Vacuum and remove any loose material.	Apply with flat rigid blade and backroll with 3/8" non-shed nap roller.	Apply with flat rigid blade and backroll with 3/8" non-shed nap roller.
<b>RECOAT TIME</b>	Fast- and slow-cure hardeners available. See Product Guide.				
<b>COVERAGE RATE</b>	50-60 sf/kit	1 lb./sf	N/A	150-200 sf/kit	750-850 sf/kit

**NOTE:** Coverage rates for estimating purposes only. Factors such as waste, unusual/abnormal substrate conditions, and other unforeseen jobsite conditions may affect actual product yields and are the responsibility of the installer.

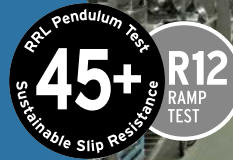






**Polyflor**

Polysafe Apex is specially designed with enhanced levels of sustainable slip resistance for use in the more extreme and intensive food production and processing areas where there are risks of high viscosity contaminants. Standing the toughest of tests, Apex is suitable for use in busy kitchen environments whether commercial, gourmet or food preparation areas where over 100 meals and covers are served daily and where the floor is subjected to everyday spillages such as cooking oil, margarine and grease. This includes kitchens in hospitals, schools, hotels, restaurants and fast food establishments.



PE CODE: AL/CPI

**PRODUCT SPECIFICATION**



- The flooring shall be Polysafe Apex, as manufactured by Polyflor Ltd. of Manchester, England.
- The flooring shall be flexible PVC sheet flooring in 2.5mm thickness and will contain a selection of the following safety aggregates to impart enhanced slip resistance: silicon carbide, coloured quartz, natural recycled aggregates and aluminium oxide granules.



- The flooring material shall fully conform with the European Norm for safety flooring - EN 13845.
- In respect of flamespread, the flooring shall be categorised as Class Bfl-S1 according to EN 13501-1. The flooring shall have been fully tested to ASTM E648 by an independent test house and have a Class 1 rating, making it suitable for use in institutional, commercial and public buildings.
- The flooring must have been fully tested by an independent test house to the RRL Pendulum Test (4S Rubber/Slider 96) and have results of  $\geq 45$  in the wet, making it suitable for use in areas where enhanced slip resistance is required.
- The product should be certified as R12 to AS/NZS 4586 & DIN 51130.
- The product must have been fully tested for abrasion resistance to EN 13845, passing the 50,000 cycles test and also meeting EN 660-2 Abrasion Group T.
- This product does not accumulate static charges above 2kV and is classified as 'antistatic' when tested to EN 1815. For specialist applications where there is a requirement to dissipate the electrostatic charge, see the Polyflor ESD product ranges.
- The flooring must be available in 2.0 metre width, to minimise the number of joints.
- The flooring is suitable for Use Area Classification 23/34/43, as defined in EN ISO 10874 (EN 685).
- In respect of light fastness, the flooring shall have been fully tested to ISO 105-B02 Method 3 and obtain  $\geq 6$



- The flooring will achieve BRE Global Environmental A+ rating ENP 472 in major use areas such as education and healthcare. Refer to BRE Global Ratings on [www.greenbooklive.com](http://www.greenbooklive.com)
- Generic EN 15804 Environmental Product Declaration (EPD) available on request.
- The manufacturer should provide a facility to take back and recycle waste vinyl flooring material through the Recofloor scheme.
- The flooring shall be tested to and pass key independent, international standards for low VOC emissions.



- The manufacturer of the floorcovering must be in possession of a valid quality systems certificate, showing compliance with BS EN ISO 9001.
- The manufacturer of the floorcovering must be in possession of a valid environmental certificate, showing compliance with ISO 14001.



- A moisture test must be carried out to ensure that the subfloor has dried out to a level consistent with the application of vinyl flooring. The test should be carried out using a hygrometer, in accordance with the instructions in BS 8203. The result should not exceed 75%RH, once equilibrium has been achieved.
- The adhesive used must be approved by Polyflor, to ensure full product compatibility.
- Products must be fully conditioned to the environment in which they are to be installed, as outlined by Polyflor.
- Installation must be carried out in accordance with BS 8203 and the instructions of Polyflor.
- All joints must be welded to produce hygienic, continuous floors.
- Suitable for use with underfloor heating up to 27°C. See Polyflor Technical Information Manual for details.



- Polysafe safety flooring ranges have good resistance to dilute acids and alkalis, are compatible for use with the most commonly used alco-based hand gels and are suitable for steam cleaning on a periodic basis. Chemical resistance charts available on request. For information regarding handling and installation, adhesives, maintenance, applications, chemical resistance and product warranty, consult Catalina Products International (714) 716-1667. The slip resistance across all Polysafe products is assured throughout the guaranteed life of the product, with strict adherence to HSE Guidelines. As with all Polysafe products, Polysafe Apex should not have a polish applied. The data presented is correct at the time of printing. For latest information, please contact Catalina Products International.



**CATALINA PRODUCTS INTERNATIONAL**

CATALINA PRODUCTS INTERNATIONAL  
 Pricing, Samples and Installation Instructions:

(714) 716-1667

[yolanda@catalinaproducts.international](mailto:yolanda@catalinaproducts.international)



# XL PU

Attractive, high performance, heavy duty homogeneous sheet and tile floorcovering with a polyurethane surface treatment which provides an excellent foundation for an easy, ongoing maintenance regime. Featuring a duotone marbled decoration, XL PU is available in a broad palette of vibrant shades.

Demonstrating outstanding durability and abrasion resistance and available in a choice of gauges, XL PU is recommended for public, institutional and commercial buildings as well as hospitals, schools, laboratories and offices.

PE CODE: AL/CPI



## PRODUCT SPECIFICATION



- The flooring shall be Polyflor XL PU, as manufactured by Polyflor Ltd. of Manchester, England.
- The flooring shall be flexible PVC sheet flooring in 2.0mm.
- It shall be homogeneous and monolayer in construction.



- The flooring material shall conform fully with the requirements of EN 649/EN ISO 10581.
- In accordance with EN 649, the in-use classification must be at least 23/34/43, as defined in EN 685/EN ISO 10874, i.e. domestic areas with intense use; commercial areas with very heavy use; and light industrial areas with heavy use for the 2.0mm gauge.
- In respect of flamespread, the flooring shall have been fully tested to EN 13501-1 and certified as having Class Bfl-S1.
- The flooring shall have been fully tested to ASTM E648 and certified as having passed with a Class 1 rating, making it suitable in institutional, commercial and public buildings.
- The product must have been fully tested for abrasion resistance to the Frick Taber test EN 660-2 and be in abrasion group M, as defined in EN 649.
- With regard to EN 13893 for slip resistance, the flooring shall be classified DS, making it suitable for use in areas which are predominantly dry, but with occasional spillage.
- With regards to EN ISO 10581 the product shall be classified Type II.
- This product does not accumulate static charges above 2kV and is classified as 'antistatic' when tested to EN 1815. For specialist applications where there is a requirement to dissipate the electrostatic charge, see the Polyflor ESD product ranges.
- The flooring must be available in 2.0 metre width, to minimise the number of joints.
- In respect of light fastness, the flooring shall have been fully tested to ISO 105-B02 Method 3 and obtain  $\geq 6$



- The flooring will achieve BRE Global Environmental A+ rating ENP 472 in the Green Guide to specification in major use areas such as education and healthcare.
- Generic EN 15804 Environmental Product Declaration (EPD) available on request.
- The manufacturer should provide a facility to take back and recycle waste vinyl flooring material through the Recofloor scheme.
- The flooring shall be tested to and pass key independent, international standards for low VOC emissions.
- The product will achieve BES 6001 certification for responsible sourcing, obtaining a Excellent rating.



- The manufacturer of the floorcovering must be in possession of a valid quality systems certificate, showing compliance with BS EN ISO 9001.
- The manufacturer of the floorcovering must be in possession of a valid environmental certificate, showing compliance with ISO 14001.



- A moisture test must be carried out, to ensure that the subfloor has dried out to a level consistent with the application of vinyl flooring. The test should be carried out using a hygrometer, in accordance with the instructions in BS 8203. The result should not exceed 75%RH, once equilibrium has been achieved.
- The adhesive used must be approved by Polyflor, to ensure full product compatibility.
- Products must be fully conditioned to the environment in which they are to be installed, as outlined by Polyflor.
- Installation must be carried out in accordance with BS 8203 and the instructions of Polyflor.
- All joints must be welded to produce hygienic, continuous floors.
- Suitable for use with underfloor heating up to 27°C. See Polyflor Technical Information for details.



- Polyflor homogeneous PUR, heterogeneous PUR and Polysafe safety flooring ranges are compatible for use with the most commonly used alco-based hand gels. Some alco-based hand gels contain a high concentration of ethanol and to discuss their compatibility with XL PU, contact Polyflor Customer Technical Services. For information regarding handling and installation, adhesives, maintenance, applications, chemical resistance and product warranty, consult Catalina Products International (714) 716-1667.
- At the date of issue the data presented is correct. However, Polyflor Ltd. reserve the right to make changes which do not adversely affect performance or quality.



CATALINA PRODUCTS INTERNATIONAL



CATALINA PRODUCTS INTERNATIONAL  
**Pricing, Samples and Installation Instructions:**  
 (714) 716-1667 / yolanda@catalinaproducts.international



### 3.1 RECEIPT & STORAGE

On receipt of rolls:

- ▶ Check that colours correspond to those ordered, that quantities are correct and that there is no damage.
- ▶ In particular, check that rolls are from one batch, if that was requested on the order.
- ▶ On arrival at site, the rolls should be safely secured in an upright position; (2m widths only) and stored, together with the adhesive, at a minimum temperature of 18°C for at least 24 hours before laying.
- ▶ Inflammable adhesives require special storage conditions. Contact the adhesive manufacturer or see current literature for details.
- ▶ To achieve best results, site conditions should be as described in BS 8203 or prevailing local/national standards. A working temperature of between 18°C and 27°C is required for at least 48 hours prior to, and during, the installation period; and for 24 hours afterwards. Conditioning should be carried out in the same room or areas as the installation, to prevent thermally induced dimensional changes.

### 3.2 PRIOR TO INSTALLATION (UNDERFLOOR HEATING)

On installations where underfloor heating is used:

- ▶ The system should be fully tested and commissioned prior to the flooring installation commencing.
- ▶ Underfloor Heating systems should be switched off and be fully cooled for a minimum of 48 hours prior to the installation commencing. The system should remain off and fully cooled during the installation and for a minimum of 48 hours afterwards. It should then be slowly brought back up to the working temperature incrementally over several days.
- ▶ A maximum subfloor temperature; (at the adhesive line) of 27°C should never be exceeded. Specialist high temperature adhesives should be used in areas with underfloor heating, direct sunlight, and areas of high solar gain. Please refer to the Polyflor Approved Adhesive List or contact your adhesive manufacturer for more information.

### 3.3 PREPARATION OF WORK AREA

The work area should now be prepared to receive the sheet flooring.

- ▶ Ensure that all other trades have completed their work and removed all their equipment and materials.
- ▶ Remove all debris and vacuum the whole subfloor area.
- ▶ Check the condition of the subfloor and make good as necessary.

**KEY POINT**

Commencement of work is deemed by many as acceptance of the site conditions as suitable for laying floor coverings.

- ▶ Stone or power grind any cementitious subfloor to remove any 'nibs' or ridges.
- ▶ Remove any surface contaminants, which may affect adhesion. Sweep or vacuum again prior to laying.
- ▶ If required by the contract, or if in doubt, check the moisture content of the subfloor and record the results and method used. Good lighting is essential.
- ▶ It is important to note that commencement of work is deemed by many as acceptance of the site conditions as suitable for laying floor coverings.



Further information on subfloors and subfloor preparations can be found in Section two.

**3.4 LAYOUT OF SHEET**

- ▶ The architect may have provided a drawing showing the direction in which the material should be laid. In this case, lay the sheet as directed.
- ▶ Where the architect has left the direction to the discretion of the flooring contractor; at the tender stage show in which direction the material will be laid and state that your estimate is based on this.
- ▶ Always pay particular attention to where seams will fall, avoiding such occurrences as seams in the centre of doorways.
- ▶ If large windows are installed, minimise the effect of the joints by laying towards the window.

**3.5 SLABBING THE SHEET**

- ▶ Polyflor recommends that all Polyflor sheet flooring be rolled out face upward, taking care not to damage the surface, and cut approximately to size.
- ▶ Allowance of at least 75mm should be made at the ends for trimming in, the slabs should then be left overnight for 24 hours, to condition at a minimum temperature of 18°C.

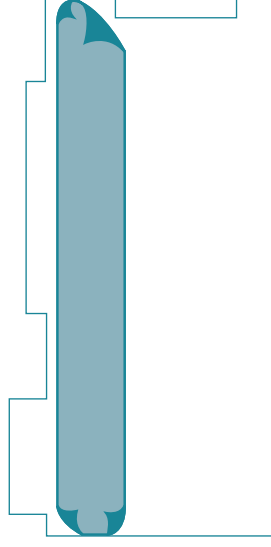
**3.6 FITTING THE FIRST LENGTH**

Figure 3.1 Lining up the First Sheet

- ▶ Place the first sheet in position next to the wall with the outer edge approximately 15mm from the nearest point.
- ▶ Adjust the lie of the sheet so that the inner edge is parallel with the axis of the room (Figure 3.1).
- ▶ Depending upon the depth of the recesses, use either a bar scriber or a pair of scribers to trace the profile of the wall. The scribers should be set to allow for the deepest recess or rake of the wall. Holding the scribers vertically and square to the edge, trace the wall profile onto the face of the sheet (Figure 3.2). With this method, all irregularities of the wall will be accurately reproduced onto the surface of the sheet. If the scribed line is difficult to see due to the colour or decoration, rub suitably contrasting chalk dust into the line to highlight it.



Figure 3.2 Scribing the wall profile

- ▶ Ease the sheet away from the wall and, using a hook blade trimming knife, cut off the excess material to the scribed line. Slide the sheet back against the wall and check the fit, making any minor adjustments as necessary.
- ▶ When satisfied that the fit on the first edge is correct, use a pencil to trace the opposite edge onto the subfloor (line A-B in Figure 3.3).
- ▶ In the centre of the room, draw a line on both the sheet and subfloor square to the main axis of the sheet (line C-D in Figure 3.3).

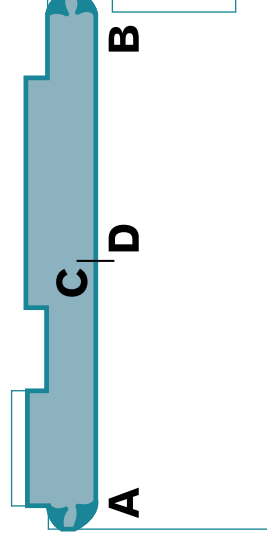


Figure 3.3 Marking the position

**KEY POINT**

If fitting to set-in coving, the same principles apply but a reverse scriber must be used to trace the toe onto the sheet. It is normal to free hand cut to the coving, allowing 12mm overlap for final trimming in.

- ▶ Keeping the inner edge of the sheet on line A-B, slide the sheet back to clear the wall at one end of the room.
- ▶ Set the scribes to the distance now between lines C and D (Figure 3.4). Trace the end wall profile and cut to fit as described earlier.
- ▶ Repeat for the other end of the sheet. Once completed, the whole sheet - when slid back into position - should fit the wall profiles exactly.

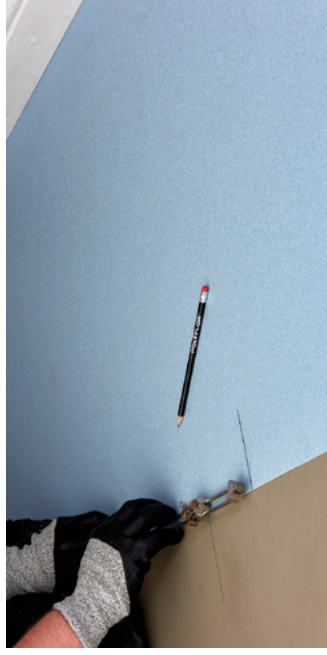


Figure 3.4 Setting the scriber

**3.7 FITTING SUBSEQUENT LENGTHS**

- ▶ Place the second length parallel to the first length, with a minimum of 10mm overlap along the adjoining edges or overlap of selvage.
- ▶ On the opposite side, trace the edge along the whole length onto the subfloor. In the middle, draw a line C-D at right angles to the main axis, as previously described.
- ▶ Using the longitudinal line as a guide, slide back the sheet from the end wall and fit as described in Section 3.6.
- ▶ Repeat for the opposite end.
- ▶ Repeat the sequence for all remaining lengths.
- ▶ On the final length, which abuts the opposite wall, fit as described for the first length (Section 3.6).

**3.8 ALIGNMENT OF DECORATION (HETEROGENEOUS RANGES ONLY)**

- This type of floor covering features a print layer with a regular, repeat decoration (e.g. wood plank). With wood effect designs:
- ▶ To maximise the final appearance of the installation and to ensure the decorative effect is not lost, it is important that care is taken to align the decoration of each adjacent sheet.
  - ▶ The edge of the printed plank can be used in the lengthwise direction as a guide.
- The label and printed information on the backing of the sheet must be checked and the product reverse laid when instructed.

**3.9 CUTTING IN THE SEAMS**

Polyflor recommends that all Polyflor sheet floor coverings are welded. Trimming off the factory edges and seam cutting is a prerequisite to enable successful grooving and welding.

**Note: The seams should be cut before the adhesive is applied.**

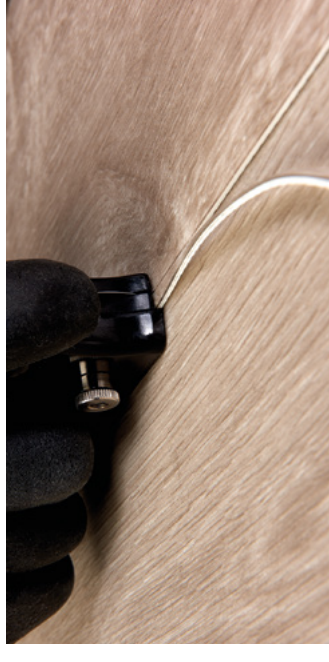


Figure 3.5 Cutting in the seams

**3.10 ADHERING THE SHEET**

Use of the correct adhesives is of paramount importance for the installation to be successful. Polyflor provide a comprehensive approved adhesive list available at [polyflor.com](http://polyflor.com) or by contacting the **Polyflor Customer Technical Services Department (CTSD)**.

In areas subjected to direct sunlight or extremes/fluctuations in temperatures, Polyflor always recommends the use of an approved polyurethane; epoxy or suitable high temperature adhesive. Polyflor provides this information only as guidance. The legal responsibility for the supply and performance is that of the adhesive manufacturer.

Prior to adhering the sheet, it is important to read and understand the adhesive manufacturer's instructions, recommendations and safety advice. You need to know the hazards and limitations of the adhesive, especially the open time.

- ▶ Spread the adhesive using a suitable trowel to the manufacturer's recommendations ensuring that the correct notch size is maintained throughout the installation. If the notch shows signs of wear the trowel should be renewed immediately.
- ▶ If pressure sensitive adhesive is used the resultant serrated adhesive edges should be flattened with a lambswool roller pre-wetted with adhesive.
- ▶ Never spread more adhesive than can be laid within the open time. Polyflor does not recommend any method of adhesive application, such as spraying, which cannot guarantee the spread rate.

**KEY POINT**

Always follow the approved adhesive manufacturer's instructions closely.

- ▶ After each section has been laid, with the exception of the perimeter, thoroughly roll the sheet in both directions with a 68kg articulated damp floor roller. Repeat for each section until the main field of sheet has been laid.
- ▶ When spreading dispersion based adhesives on impervious or non-porous bases; (including bases where a surface applied damp proof membrane or moisture vapour suppressant has been applied) it is important to apply a suitable smoothing compound of not less than 3mm thickness. Failure to apply the correct depth of smoothing compound can result in moisture becoming trapped between the sheet and the impervious or non-porous base. This can ultimately lead to failures in the adhesive bond and in some cases discolouration of the vinyl sheet products.

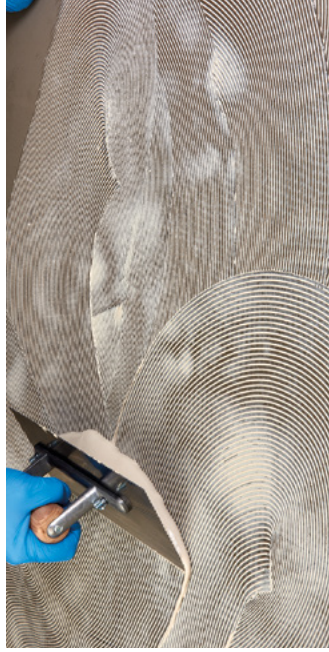


Figure 3.6 Spread the adhesive

- ▶ The smoothing underlayment or adhesive supplier will provide details on which product(s) within their range should be used to suit the end use application and subfloor construction, and where applicable details of which primer should be used.
- ▶ Adhesive selection should be based on both the floor covering; substrate type and site conditions. Always select an adhesive from the Polyflor Approved Adhesive list. If in doubt about adhesive choice please contact **Polyflor CTSD** on +44 (0) 161 767 1912.

### 3.10.1 Premature trafficking of newly laid floors

Early trafficking may disturb the adhesive bond and weaken it, resulting in the associated problems of tracking, indentation, debonding etc. After the sheet has been installed, only light foot traffic should be allowed for at least 24 hours. Furniture etc. should only be returned after this time. The material should be protected with hardboard or plywood for at least 48 hours if subject to heavy trafficking.

### 3.11 PATTERN TEMPLATE METHOD

Areas which call for a considerable amount of fitting around obstacles, or which are too confined to lay down a sheet for fitting by normal methods, can be dealt with by templating the floor in felt paper.

For new buildings consider coming to an agreement with the main contractor to fit fixtures such as WCs and sinks after the vinyl has been laid.

- ▶ Dry fit the area with felt paper, leaving a gap of 15mm to 20mm around obstructions and walls.
- ▶ Draw around the fittings using a suitable measuring and marking device. Mark the template 'This Side Up'.
- ▶ Place the sheet in a larger area with the face uppermost. Place the template on top ensuring the direction of decoration is correct. Secure the template firmly in position and mark the position of all obstacles using the template as a guide.
- ▶ Using a sharp trimming knife, cut the sheet to the marked lines and fit into position.

Do not use the felt paper template as an underlay.

### 3.12 PREPARATION FOR SKIRTING PROFILE

- ▶ Ensure that all surfaces are firm, dry and free of dust, grease and oil.
- ▶ Fair faced brickwork or block work should have a skim coat applied, as this provides a smooth, firm surface of known porosity which will minimise adhesive usage and improve adhesion. Alternatively, 5.5mm thick plywood can be cut into appropriate width strips and then securely fixed to the block work to provide a smooth surface onto which the skirting can be fitted.
- ▶ Surfaces may require priming prior to application.
- ▶ All painted surfaces must be stripped back and wire brushed to remove all traces of paint as this can impair adhesion.

### 3.13 SITE FORMED COVERED SKIRTINGS

- ▶ Polyflor fully flexible flooring, in conjunction with the Polyflor Ejecta cove former range (see also Section 11) can be used to create site formed coved skirting to form a hygienic watertight finish.
- ▶ Adhere the sections of cove former using an approved contact adhesive. Use a mitre-block to accurately cut internal and external corners and only adjust for length on straight cuts.

Learn how to use templates on the 3 & 4 day Polyflor Floor Laying Courses

**ACOUSTIC FLOOR**

Polyflor Acoustic Flooring ranges are not normally site formed. For further advice contact Polyflor CTSD +44 (0) 161 767 1912



Figure 3.7 Taper towards a doorway

- ▶ To prevent a difficult fit, and potential weak spot near doorways, cut away the back edge of the cove former on a taper for 150mm so that there is minimal cove former near the doorway (Figure 3.7). Heating the cove former will enable the shape to be formed but do not use a naked flame.

**3.13.1 Fitting Ejecta capping strip (type CS-N) Figure 3.6**

**KEY POINT**

Use only the Contact Adhesives that appear on the Polyflor Approved Adhesive List relevant to the product installed.

- ▶ Mark the walls around the room to the height the coving will reach. Minimum 100mm or as directed.
- ▶ Place the sheet to the walls and mark to the same height as previous. Using a straight edge and sharp knife, trim off the excess.
- ▶ Pull back the sheet from the walls. Fit the capping strip to the wall with a Polyflor approved contact adhesive so that the top of the sheet will sit inside the cap.
- ▶ Using the Polyflor approved contact adhesive, apply to the face of the cove former and up to the capping strip. Coat the back of the sheet with contact adhesive and leave both to dry.
- ▶ When dry, push the sheet into place and tuck the top edge into the capping strip. Roll with a hand roller to ensure even contact.



Figure 3.6 CS-N capping strips

**3.13.2 Fitting with sit-on capping strip (Type CS) Figure 3.7**

- ▶ Mark the walls around the room to the height the coving will reach. Minimum 100mm or as directed.
- ▶ Apply a Polyflor approved contact adhesive to the face of the cove former and up to the marked line on the wall. Coat the back of the sheet with the contact adhesive and leave both to dry.
- ▶ When dry, push the sheet into place and roll with a hand roller to ensure even contact.
- ▶ Using a straight edge and sharp knife, trim off the excess back to the required height as described earlier.
- ▶ Using a piece of capping strip, mark where the strip overlaps the wall and sheet. Apply a Polyflor approved contact adhesive between the lines and to the back of the capping strip. When dry, push into place.



Figure 3.7 CS Capping strip

**3.14 FITTING TO CERAMIC WALL TILES (CT strip) Figure 3.8**

For the junction between site formed coved skirting and ceramic wall tiles, Polyflor Ejecta CT strip should be used.

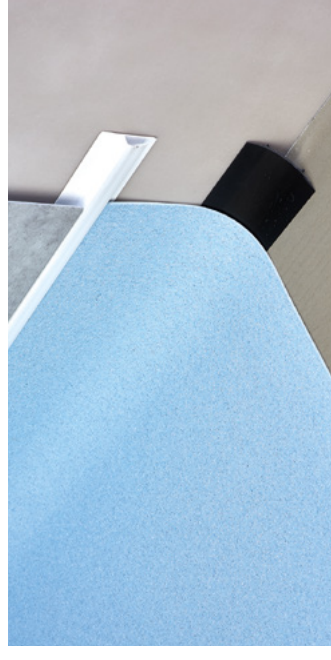


Figure 3.8 Fitting to Ceramic tiles



The flexible section is designed to accept ceramic tiles on one side and various gauges of material on the other.

- ▶ The Polyflor CT strip should be adhered using a Polyflor approved contact adhesive.
- ▶ The edge between the CT strip and the ceramic tiles should be grouted.
- ▶ The Polyflor sheet should be fitted into the bottom edge of the CT strip and adhered to the wall using a contact adhesive as recommended by Polyflor. A thin bead of mastic sealant should be run along the underside edge of the CT strip and the Polyflor sheet.

### 3.15 FITTING OF AN EXTERNAL CORNER (Wrap around method)

Welded external corners can be prone to damage from wheeled traffic. To prevent this, use the 'wrap around' method (illustrated in Figure 3.9).



Figure 3.9 External corners 'wrap around method'



For further details on recommended finishes refer to Section eleven.



**Silk Patch**

# FLOOR PREPARATION PRODUCTS



## Patching

CustomTech® patching products offer durable floor covering support. Patch over concrete, plywood, existing tile and other surfaces for even, **quick-setting results from feather edge to 2"**. These patching products help to eliminate bond failure, crumbling and mildew in the substrate, which will increase the durability and longevity of the installation.

## Silk™

### Calcium Aluminate Based Patching & Finishing Compound



### Product Description

Silk™ is a fast-curing, high polymer content calcium aluminate based patching and finishing compound, with reinforcement fillers, that provides a smooth finish to a variety of substrates prior to the installation of floor coverings. The formula eliminates typical installation problems such as bond failure, crumbling, mildew, and staining of resilient flooring due to free moisture found in traditional underlayments. Its rapid setting formula allows installation of most floor coverings in as little as 30 minutes.

### Benefits

- Quick-setting formula permits floor covering installation in as little as 30 minutes
- Smooths the finishes on interior subfloors
- Patches and levels concrete and plywood to 1" (25 mm)
- Excellent for leveling embossed vinyl flooring
- **No additives required to achieve compressive strength**
- **No extra water required for smooth handling**

Typical square foot coverage per 10 lb. box (square meter per 4.5 Kg)

Thickness	Square Feet		Thickness	Square Meter	
	Min	Max		Min	Max
SKIM COAT	100	300	SKIM COAT	9.3	28
1/8"	29.57	30.91	3 mm	2.75	2.87
3/16"	19.71	20.61	5 mm	1.83	1.91
1/4"	14.78	15.46	6.4 mm	1.37	1.44
1/2"	7.39	7.73	13 mm	0.69	0.72
1.0"	3.70	3.86	25 mm	0.34	0.36



contact@catalinaproducts.international  
714.716.1667

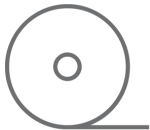
**Soft Surface**

## Rough Idea Shear

(8RN240)

Product Code:	8RN2407609
Construction:	Tufted Tip-Sheared
Fiber:	Bentley Premium™ Type 6,6 Nylon
Dye Method:	Solution Dyed
Backing & Size:	EliteFlex™ 6 ft Cushion EliteFlex™ 6 ft
Yarn Weight:	24 oz/yd <sup>2</sup>
Machine Gauge:	5/64 (50.4 ends/10 cm)
Pile Height (High):	0.198 in
Pile Height (Medium):	0.14 in
Pile Height (Low):	0.09 in
Stitches:	6.3 /in - 24.8 ends/10cm
Pile Density:	6,609 oz/yd <sup>3</sup>
Total Weight:	98 oz/yd <sup>2</sup> - 3,322 g/m <sup>2</sup>
Total Thickness:	0.370 in - 9.4 mm
Radiant Panel:	Passes Class 1, $\geq 0.45$ W/cm <sup>2</sup> (ASTM-E648)
Smoke Density:	$\leq 450$ Dm corr (ASTM-E662), Flaming
Static:	$\leq 3.5$ kV (AATCC-134), Step
Flammability:	Passes Methenamine Pill Test (CPSC-FF1-70)

## Installation Methods



### Broadloom

Bentley's carpet products are manufactured in our California mill, a LEED Existing Buildings: Operations and Maintenance Gold certified facility. Certificates for carpet products, including Cradle to Cradle™, NSF/ANSI Standard 140 - Sustainable Carpet Assessment (NSF 140), and CRI Green Label Plus are available in Certifications under the Sustainability section of our website. Information regarding our Environmental Product Declarations, Health Product Declarations, and Declare Labels can be found in Transparency under the Sustainability section of our website. For more information, including product warranties, please visit <https://www.bentleymills.com>.

Patterned carpet may require special attention by the installer to assure a suitable match, and must be addressed in the original labor quotation. Repositioning of carpet tiles may be necessary to ensure light or dark lines do not align at the seams. Products that go through the shearing process may result in a small loss of yarn weight. Slight variations in color among different production lots are normal and should be considered in the overall installation plan. Carpet specifications and components are subject to normal manufacturing tolerances and may change without notice. Product warranted in accordance with the terms and conditions of Bentley's standard printed warranty in effect at time product is sold. All other warranties, including without limitation any implied warranties of merchantability or fitness for a particular purpose, are hereby disclaimed. Made in USA. Warning: unauthorized reproduction of this carpet design constitutes copyright infringement. ©2024 Bentley Mills, Inc.

**Carpet Specification for  
EliteFlex - 6 Ft Wide Hardback - Sheet Goods**PART TWO PRODUCTS2.1 MATERIALS – CARPET – SHEET GOODS – 6 FT WIDE HARDBACK

**2.1.1 Carpet:** Throughout this contract shall be of the same type and manufacture. Carpeting shall be:

**2.1.1.1 Yarn:** 100% first quality, Type 6,6 Nylon, bulk continuous filament (BCF) offering a construction and performance standards testing program by fiber producer. Hollow filament fiber shape for optimum soil hiding capability. Modification Ratio of <1.5. Fiber identification to AATCC 20. No substitutions.

**2.1.1.2 Static Control:** By permanent means (i.e. antistatic filaments) and without chemical treatment. Static generation  $\leq 3.5$  kilovolts using AATCC 134 [Electrostatic Propensity (Step)].

**2.1.1.3 Construction:** Tufted Loop Pile

**2.1.1.4 Dye Method:** Solution Dyed Antron® Lumena™

**2.1.1.5 Pile Weight:** 14 oz/yd<sup>2</sup>, ASTM D5848

**2.1.1.6 Total Weight:** 79 oz/yd<sup>2</sup>

**2.1.1.7 Total Thickness:** 0.220 in

**2.1.1.8 Stitches per inch:** 11.0

**2.1.1.9 Machine Gauge:** 1/12 in

**2.1.1.10 Primary Backing:** 100% woven or non-woven synthetic

**2.1.1.11 Secondary Backing:** High Density Polyethylene (LDPE) with PET Scrim. No PVC

**2.1.1.12 Product Width:** 6 Feet

**2.1.1.13 Resistance to Delamination:** ASTM D3936 test method: minimum 3.5 lbs/inch

**2.1.1.14 Tuft Bind:** ASTM D1335 test method: 3 lbs-force minimum cut pile, 8 lbs-force minimum loop pile tile.

**2.1.1.15 Flammability: Critical Radiant Flux:** ASTM E648 (NFPA 253) Must meet Class I.  $\geq 0.45$  watts/cm<sup>2</sup> (verify Federal, State or Local requirements)

**2.1.1.16 Smoke Density:** ASTM E662, < 450 Dm Corr in flaming mode (verify Federal, State or Local requirements)

**Carpet Specification for  
EliteFlex - 6 Ft Wide Hardback - Sheet Goods**

**2.1.1.17 Federal Flammability standard:** CPSC FF1-70 (Methenamine Pill test, ASTM D2859 test method). Must pass.

**2.1.1.18 Colorfastness to Light:** AATCC 16 option 3 to 160 AFU; minimum rating of 4 using AATCC Gray Scale for Color Change.

**2.1.1.19 Colorfastness to crocking:** AATCC 165, minimum rating of 4 both wet and dry using the AATCC Chromatic Transference Scale.

**2.1.1.20 Stain Resistance:** AATCC 171 (HWE) for 2 cleanings to simulate removal of topical treatments by hot water extraction, followed by AATCC 175 Stain Resistance test; minimum rating of 8 using AATCC Red 40 Stain Scale

**2.1.1.21 Soil Resistance:** XTERA® Soil resistant treatment heat applied by mill.

**2.1.1.22 Moisture Resistance:** Must pass AATCC 205, Carpet: Liquid Penetration by Spillage.

**2.1.1.23 Appearance Retention:** Texture Appearance Retention Rating (TARR) of **3.0 for Heavy Traffic**. ASTM D5252, Hexapod Tumble Drum Test, 12,000 cycles with 8.4 lb commercial heavy ball, and ASTM D7330 Assessment of Surface Change

**2.1.1.24 Indoor Air Quality** -Must pass CRI Green Label Plus certification.

**2.1.1.25 Recycling:**

New Carpet: Carpet must be eligible for recycling by the supplying mill or fiber producer to an existing operational third party certified recycling center; submit program parameters. Landfills are not an option

Used Carpet: Remove carpet and recycle regardless of manufacturer, fiber type or construction. Landfills are not an option.

**2.1.1.26 Manufacturing:** All products must be made in a LEED Gold manufacturing facility.

**2.1.1.27 Technical Specifications:**

- Carpet material to be free of polyvinylchloride-PVC composites
- Carpet Material to integrate a stabilizing sheet in regards to dimensional stability
- Manufacturing preference-California

**2.1.1.28**

**Approved Styles:** Equation, Recruited, Suitable, Calibrate, California Blue.



---

# AFIRMA II™ Hardback Tile

# LuxFelt™ Cushion Tile

# NexStep® Cushion Tile

## Contents

<b>Basics</b> .....	<b>2</b>
Layout.....	2
<b>Floor Preparation</b> .....	<b>3</b>
Carpet and Rug Institute .....	3
Concrete Subfloor.....	3
Metal Raised Access Panels .....	3
Other Substrates.....	3
Test Conditions.....	3
<b>Installation Instructions</b> .....	<b>4</b>
Conditioning Carpet Tile .....	4
Centering/Squaring.....	4
Doorways.....	4
Adhesive and Adhesive Application.....	4
Tipping Tiles into Place.....	5
Check Tightness .....	5
Final Inspection.....	5
Important Advice.....	6
<b>Contact Us</b> .....	<b>6</b>



# Basics

Bentley Mills has adopted the Carpet and Rug Institute’s “Standard for Installation of Commercial Carpet,” (CRI 104) ([www.carpet-rug.org](http://www.carpet-rug.org)) as the basic minimum industry guideline for the installation of Bentley Mills carpet. Please note, however, that the instructions for some specific styles may exceed the basic minimum requirements set forth in the CRI 104 Standard. When consulting the CRI 104, please make certain it is the most recent edition and contains the latest updates. Copies may be obtained on the CRI website. These instructions relate to Bentley Mills’ carpet tile and include AFIRMA II™ Hardback Tile, LuxFelt™ Cushion Tile, and NexStep® Cushion Tile.

## Layout

Confirm the End User’s preferred layout prior to beginning work.

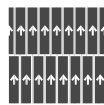
If there are questions about the recommended layout, please contact Bentley Mills prior to starting installation of any carpet tile style. Bentley Mills product design team determines the recommended layout for every style to maximize the final appearance of the product. Carpet tile seams will never be invisible and are usually most visible on the day of installation. Seams become increasingly less visible once acclimated to the interior and with routine vacuuming and foot traffic.

## Tile Installation Reference

### 9 in x 36 in Carpet Tile:



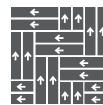
ASHLAR



BRICK



HERRINGBONE

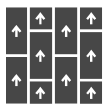


DOUBLE-HERRINGBONE

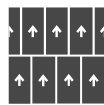


MONOLITHIC

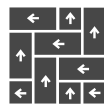
### 18 in x 36 in Carpet Tile:



ASHLAR



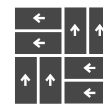
BRICK



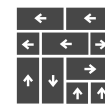
HERRINGBONE



MONOLITHIC

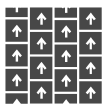


PARQUET

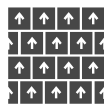


RANDOM

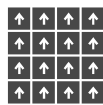
### 24 in x 24 in Carpet Tile:



ASHLAR



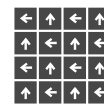
BRICK



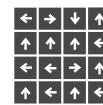
MONOLITHIC



QUARTER DROP



QUARTER TURN



RANDOM

# Floor Preparation

## Carpet and Rug Institute

In addition to the specific instructions detailed here, for all carpet installations, the Carpet and Rug Institute's "Standard for Installation of Commercial Carpet," (CRI 104), must be closely followed as basic minimum requirements for floor preparation and installation.

CRI 104 can be downloaded from <https://carpet-rug.org/resources/installation-standards>

## Concrete Subfloor

All new concrete must be fully cured, clean, and dry. Old concrete must be clean, dry, level, and free of paint, dirt, old adhesive, oils, or other contaminants. The concrete should be free of curing or parting agents that interfere with the bonding of the adhesive. Whenever a powdery surface is encountered like lightweight concrete, a sealer compatible with the adhesive, such as Taylor 2025 Primer, must be used to provide a suitable surface for direct glue installation.

Level the floor to the standards outlined in the American Concrete Institute specifications for Concrete Building ACI 301 in regards to trowel finish and finishing tolerance. Leveling compounds must be Portland-based cement. Patch cracks and holes with one of the following approved patching compounds: Ardex Feather Finish, Ardex K-15, Henry's 547, Mapei Plani Patch, or similar cement based compound. Do not exceed manufacturer's recommendation for patch thickness. Gypsum based compounds are not recommended.

## Metal Raised Access Panels

All metal raised access panels must be secure, smooth, clean, dry, level, and free of paint, dirt, old adhesive, oils, or other contaminants. The raised access panels should be free of agents that may interfere with the bonding of the adhesive.

## Other Substrates

Underlayment grade OSB, APA registered underlayment plywood, Gypsum or lightweight concrete must be primed with Taylor 2025 primer.

**Note: For all subfloors, incompatible adhesives, solvent-based materials, and other contaminants should be removed 85-90% and encapsulated prior to installation of carpet. Chemically abated floors will void the warranty. Contact Bentley Mills for further information at 800.423.4709.**

## Test Conditions

Testing is not required when using Bentley Healthbond 2399 adhesive. No RH testing, no pH testing, no verifiable intact moisture vapor retarder required.

**Note: Hydrostatic pressure is not an acceptable condition of the substrate. Hydrostatic pressure is the occurrence of the concrete slab being hydrated from below or water under the slab pushing up through the surface. This is visually seeing effervescence or alkaline salts carried with water on the surface of concrete and occurs with "on grade" or "below grade" concrete.**

# Installation Instructions

## Conditioning Carpet Tile

Let the carpet tile acclimate prior to installation. The amount of time necessary for conditioning will depend upon potential temperature extremes during storage. Carpet tile subject to extreme temperature fluctuations will require more acclimation time than carpet stored in acclimate-controlled building. During periods of high humidity more time may be required to allow the carpet tile to acclimate. Healthbond 2399 adhesive is water-based and may need more time to flash off prior to placing carpet tile onto the adhesive. The carpet should be allowed to acclimate in the climate controlled space to be carpeted for a minimum of 24 hours prior to installation.

**Note: Bentley Mills cannot be held responsible for carpet stability issues such as curl, dome, expansion, or contraction when carpet is not properly conditioned prior to installation.**

## Centering/Squaring

Divide the room into four quadrants and snap a chalk line and seal it. Make sure quadrants meet at right angles. Take care to keep perimeter carpet tile cuts larger than half size or 9 inches. Once the chalk lines have been established at right angles in the center of the room, install only one carpet tile. This first tile should be placed snugly in the corner formed by the 90-degree angle of the chalk lines with two sides of the tile aligned along two chalk lines of one quadrant. Repeat procedure on remaining quadrants. Arrows are printed on the back of carpet tiles for consistent installation direction. For monolithic installation, make sure arrows point in the same direction throughout the installation.

**Note: When installing over any raised access panels, the carpet tile seams should be offset a minimum of three inches from the raised access panel joints.**

## Doorways

In order to spread adhesive throughout the room and allow for a single set-up time, an additional perpendicular line should be established and squared from the center line of the room to run through doorways before application of adhesive begins. Care should be taken to measure a distance equal to an even number of carpet tiles from the room's center line to a point in the doorway. This point in the doorway will determine where the first tile is installed. This allows the installer to begin a square installation in the doorway without having to track back through the adhesive.

## Adhesive and Adhesive Application

Adhesive: Bentley Healthbond 2399 Pressure Sensitive Adhesive

**Note: Use of any other adhesive, without prior written approval, shall void the warranty.**

Bentley Healthbond 2399 Pressure Sensitive Adhesive requires a full spread application for AFIRMA II, LuxFelt and NexStep Installations.

Once the floor has been properly prepared as detailed in CRI 104, adhesive should be applied to the entire area prepared to receive carpet tile. This will prevent lateral shifting due to regular foot traffic and will ensure a successful installation of Bentley Mills carpet tile. After carpet is in place, all full spread installations must be rolled with a 75 - 100 lb. roller to ensure proper adhesion.

**AFIRMA II Hardback Tile:**

Use a 3/8" nap paint roller. Spread rate is 33-38 yd<sup>2</sup>/gal (300-350 ft<sup>2</sup>/gal).

**LuxFelt Cushion Tile:**

Use a 1/2" nap paint roller. Spread rate is 33-36 yd<sup>2</sup>/gal (300-325 ft<sup>2</sup>/gal).

**NexStep Cushion Tile:**

Use a 1/16" X 1/32" X 1/32" U-notch trowel. Spread rate is 25-30 yd<sup>2</sup>/gal (225-275 ft<sup>2</sup>/gal).

**For Metal Raised Access Panels:**

**AFIRMA II Hardback Tile:** Use a 1/4" nap paint roller. Spread rate is 50-55 yd<sup>2</sup>/gal (450-500 ft<sup>2</sup>/gal).

**LuxFelt Cushion Tile:** Use a 1/4" nap paint roller. Spread rate is 50-55 yd<sup>2</sup>/gal (450-500 ft<sup>2</sup>/gal).

**NexStep Cushion Tile:** Use a 1/2" nap paint roller. Spread rate is 33-36 yd<sup>2</sup>/gal (300-325 ft<sup>2</sup>/gal).

## Tipping Tiles into Place

Tip individual carpet tiles into place. Do not slide tiles across the adhesive. This will cause corners to roll under. Frequently check tile joints for proper alignment and firm abutment. Avoid tight or overly compressed joints that can cause peaking edges or corners.

## Check Tightness

Expect a slight gain as the tiles are installed due to spacing at the joints. To ensure a tight installation and minimize the amount of gain, measure ten tiles (in length) from the front side of the first tile to the back side of the tenth tile. The measurement should have with a gain no greater than about 1/8-inch. If gain exceeds 1/8-inch, tiles should be reinstalled and butted more tightly along the backing edge. Reposition and check again.

## Final Inspection

Vacuum carpet tile after installation has been completed. Visually inspect the area for any issues with the carpet or installation and correct appropriately.

Some carpet styles may occasionally have the darker yarns align at the seams. If this occurs, reposition the tile to another area of the installation to break up that alignment.

Loose yarn on the edge of carpet tile may occur during manufacturing due to the tile cutting process. Trim any loose yarn with scissors.

Pile crush may occur due to carpet tile being stacked on the pallet for shipping. Vacuum and allow time for yarn to acclimate.

Seam appearance is normal for carpet tile. Allowing time to acclimate along with foot traffic can reduce some of this visibility.

## Important Advice

These installation procedures are recommendations designed for the experienced and competent installer. Strict adherence to these procedures will result in a quality installation under most conditions. Any situation that could alter the installation procedure or jeopardize the possibility of a satisfactory installation, such as identification of defective material or unusual installation conditions, including Hydrostatic pressure creates a responsibility for the installer to STOP the installation immediately and call Bentley Mills at 800.423.4709. Bentley Mills will not be responsible for substandard installation or for an installer's decision to proceed with an installation that is not resulting in a satisfactory or acceptable finished installation.

## Contact Us

Bentley Mills, Inc. 14641 East Don Julian Road, City of Industry, California 91746

800.423.4709 | [bentleymills.com](http://bentleymills.com)

# Broadloom 12 ft – 12 ft 6 in Carpet Basics

High PerformancePC

Easy Street Cushion

Optimum Barrier™ II

Optimum Barrier™ II RC Cushion

Prestige PlusRC™

## Contents

**About this Guide** ..... 3

**General Requirements** ..... 3

    | Qualified Mechanics Only ..... 3

**Moisture and pH Standards** ..... 4

    | Test Conditions ..... 4

    | Calcium Chloride ..... 4

    | Relative Humidity ..... 4

    | Chemical pH ..... 4

**Seaming Guide** ..... 5

    | Seams and Transitions ..... 5

    | Hot Melt Seams ..... 6

**Direct Glue Installation** ..... 6

    | Site Conditions ..... 6

    | Concrete Subfloor ..... 6

    | Layout ..... 7

    | Pattern Sequencing ..... 8

    | Dry Lay ..... 8



Adhesives .....	9
Knee Kickers.....	9
Power Stretchers .....	9
<b>Understanding Pattern Measurements .....</b>	<b>9</b>
<b>Pattern Distortion .....</b>	<b>10</b>
Evaluation and Correction.....	10
Pattern Sequencing .....	11
Dry Laying.....	11
Power Stretching .....	11
Pattern Bow .....	11
Pattern Skew .....	12
Pattern Elongation .....	12
Serpentine or Trueness of Edge .....	13
<b>The Importance of Climatizing Graphic Carpets.....</b>	<b>14</b>
<b>Contact Us .....</b>	<b>14</b>



## About this Guide

This guide is intended to give practical instruction for qualified installation contractors and mechanics on proven techniques, methods, and support products for the installation of a range of textile floor covering products manufactured by Bentley Mills. The purpose of this guide is to help prevent problems, maximize performance, and to complete a floor covering design strategy for carpet installation. Taking shortcuts or ignoring any portion of these instructions can have serious consequences that may not always be immediately obvious. For instance, concrete moisture can slowly eat away at adhesive for months or years before causing adhesive breakdown and installation failure. On many broadloom products, an installer's decision to shortchange an installation by leaving off the seam sealer may not become obvious until the backing begins to separate or yarn begins to fall out along seams or transitions.

Constant research and development into backing systems and product design aesthetics for our customers, has led to an evolving menu of product choices for commercial flooring application. The variety ranges from standard broadloom, to structured backings of polyurethane, available in moisture resistant constructions with or without cushion.

Bentley Mills' commitment to environmental sustainability is leading to development of products that will help stem depletion or further contamination of earth's limited resources. As a result, many historical assumptions about carpet installation are no longer valid. This guide will help avoid assumptions that can lead to problems or affect long-term performance.

## General Requirements

Bentley Mills has adopted the Carpet and Rug Institute's "Standard for Installation of Commercial Carpet," (CRI 104) ([www.carpet-rug.org](http://www.carpet-rug.org)) as the basic minimum supplement to more specific installation requirements to accommodate special backings or carpet constructions. Bentley Mills reserves the right to exceed the CRI Standard where more specific installation instructions are needed. Technical experts are available in every major region to help assure proper installation. A variety of technical bulletins, roll inserts, and advisory documents are also available to supplement the information found in the most recent edition of CRI 104.

## Qualified Mechanics Only

Bentley Mills is dedicated to producing the finest quality carpet and backing systems available for commercial application. These carpets must be installed by experienced, qualified mechanics using the proper tools and techniques. Unfortunately, this does not always happen and problems usually result. Bentley Mills will not be responsible for problems resulting from an installer's failure to follow the specifics of these instructions or for carpet that has been installed incorrectly. Bentley Mills supports the International Standards & Training Alliance (InSTALL), Floor Covering Installation Contractors Association (FCICA), and the International Certified Floorcovering Installers Association (CFI).

These groups are supporting the industry by training installers and making them aware of the right tools and techniques required to properly install carpet. The Bentley Mills Field Services team can provide on-site consultation, special training, or instruction when needed. If any questions arise regarding this information, please contact Bentley Mills. Copies of all technical advisories relating to installation, maintenance, and other technical issues are also available from the Customer Care Department at 800.423.4709.

**Note:** These installation procedures are recommendations designed for the experienced and competent installer, such as those trained and certified. Strict adherence to these procedures will result in a quality installation under most conditions. Any situation that could alter the installation

procedure or jeopardize the possibility of a satisfactory installation, such as identification of defective material or unusual installation conditions, creates a responsibility for the installer to STOP the installation immediately and call Bentley Mills Customer Care. Bentley Mills will not be responsible for substandard installation or for an installer's decision to proceed with an installation that is not resulting in a satisfactory or acceptable finished

## Moisture and pH Standards

CRI 104 establishes effective guidelines for determining the chemical pH and acceptable moisture vapor emission levels for concrete slabs. Water vapor is constantly moving through concrete. The rate of that movement, vapor emission, is determined by a combination of factors such as concrete porosity or the ratio of temperatures above and below the concrete subfloor. Woven carpet backings allow more moisture to pass through without obstruction. Structured or moisture resistant backings allow less vapor to pass through into the air above. An installation contractor can only determine whether the floor covering selection is appropriate for use on concrete subfloor by measuring the vapor emission rate in a climatized environment with temperatures and humidity levels similar to those expected when the building is occupied.

### Test Conditions

- Accurate testing of concrete floors requires the building to be fully enclosed with the HVAC system functioning to a level similar to that expected when the space is occupied.

### Calcium Chloride

- The test must be administered in strict adherence to the specifications of the ASTM F1869 test procedure. Moisture emissions must be eight (8) pounds or less per 1,000 square feet for 24 hours. If the test results are higher than eight pounds, do not proceed with the installation until subsequent testing demonstrates the emission rate is eight pounds or less. Once testing has confirmed the slab to be within eight pounds of moisture as determined by the proper application of the calcium chloride test, the chemical pH of the slab must also be determined. Relative Humidity testing will take precedence over Calcium Chloride testing when both tests are performed on the same project.

### Relative Humidity

- The test must be administered in strict adherence to the specifications of ASTM F2170 and as described here. Moisture levels in the concrete subfloor must be 95% or less for broadloom. Once levels have been determined, then the chemical pH of the concrete subfloor should also be tested. In the event of a discrepancy between Calcium Chloride Test results and the results from Relative Humidity testing, the decision on whether to remediate or correct excessive vapor emission should be based on results from Relative Humidity testing. Relative Humidity testing will take precedence over Calcium Chloride testing when both tests are performed on the same project.

### Chemical pH

All concrete floors, old or new, should be tested for alkalinity by using an approved alkalinity test kit, a pH Test Probe or pH Test Meter which meets ASTM F710 Standard for testing Alkalinity. The slab should have an alkalinity level ranging from 7.0 to 9.0 to be suitable for installation. Chemical pH test strips should be capable of measuring a range of 0-14. The area to be tested must be enclosed and acclimated as described.

- Clean floor by lightly grinding, sanding, or bead blasting into the substrate, making sure to break the surface removing any dirt, Monokote, concrete sealer or old adhesive residue (not to exceed 1/8 inch).
- Apply a small amount of testing fluid (distilled water) approximately 1½ inches diameter to the area prepared for testing and let stand for 30 seconds.
- Take a pH strip and touch to the area where the testing fluid was applied; Maintain contact with the water for one full second, remove the strip and hold in a level position for 15 seconds.
- After 15 seconds compare the test strip to the color chart to determine the pH level.
- Site testing should consist of two pH tests for every 1000 square feet of floor area.
- A reading greater than 9 pH can cause adhesive failure and should be neutralized by using one roller application of Taylor 2025 primer.
- If the pH is over 9, contact Bentley Mills Technical Services at 800.423.4709.

## Seaming Guide

Bentley Mills uses a variety of leading-edge tufting technologies to create unique patterned and highly styled carpets. These broadloom products all have tufted rows that will allow for proper row cutting to create side seams.

Broadloom carpets with stretchable backing systems, such as standard High Performance backing, Optimum Barrier II, Optimum Barrier II Cushion, Easy Street Cushion and many styles with Prestige Plus attached cushion should be cut from the face by following the space between tuft rows, also known as row cutting, on both sides to make proper side seams. Although seams will never be totally invisible, row cutting is necessary to decrease seam visibility. Patterns cannot be matched properly without row cutting both side seams.

Advances in cushion technology now enable stretching to overcome edge variation and for stretching patterns into place on many carpet products made by Bentley Mills. Row cutting is essential to achieving the best possible seaming on stretchable carpets. When row cutting, lay all pieces flat and allow them to acclimate. This will help relax any stiffness in the latex backing. Latex binds the primary and secondary backings together as well as holding yarns in place. Use a broad, flat-blade screwdriver, awl, or row finder to open the rows. Cut from the face using a loop-pile or cushion-back top cutter. On patterned carpet, trim on the pattern line to match the pattern seam. Always cut patterns on the pattern so that a full pattern is visible when two drops are seamed together. Seal all seam edges and transitions to other flooring surfaces before proceeding.

## Seams and Transitions

Bentley Mills' broadloom carpets require an appropriate seam sealer for all seams and transitions. This requirement for seam sealer is also noted in CRI 104. No exceptions.

- A bead of non solvent-based seam sealer such as Bentley Mills' Healthbond 3000 must be applied to the carpet edges to be seamed. The bead should be large enough to cover the primary backing, yarn bundles and secondary backing, but never contact the face fiber. Also see the CRI 104 section for Broadloom Carpet Seaming.
- All seams and transitions to other surfaces must be sealed. Use a plastic squeeze bottle for easy application. Carefully apply a 1/8-inch bead of seam sealer to the primary backing at the tuft line. Transition strip or cap assures maximum performance when adjoining hard surface flooring.
- Lay the other side of the carpet into the adhesive. Butt the second edge tightly against the first edge. This will allow the seam adhesive to transfer from one edge to the other and completely seal the seam. With cut pile carpet, make sure yarn is not trapped in the seam.

- For attached cushion broadloom, trim off factory edges when making seams. Do not use the double cut method. The edge for the first cut should be trimmed from the face by following the space between the rows of tufts or “row cut.” The best tool is a cushion back top cutter. Start the cut about an inch-and-a half from the edge. Slightly angle the cutter into the backing and away from the face yarns for a bevel cut that will help make a tight seam. The second side-seam should be cut in the same fashion.

## Hot Melt Seams

- A good quality latex or acrylic seam adhesive should be applied to both edges prior to beginning the hot melt or hand sewing process. This process is known as “buttering” the seams. See also CRI 104. The seam sealer should be applied to cover the primary backing and secondary backings at the base of the yarn bundles on both sides of the seam, but never contact the face fiber. Because the seam sealer is not compatible with the thermoplastic adhesive on the face of the seaming tape, the sealer must be dry before making the seam.
- Seam sealers can effectively prevent seam delamination and edge ravel and must be used for Bentley Mills’ product warranties to remain in effect. For more information, call Bentley Mills Technical Services at 800.423.4709

## Direct Glue Installation

The direct glue installation method is recommended for all Bentley Mills’ broadloom and attached cushion products. In addition to the specific requirements outlined here for the proper installation of Bentley Mills’ carpet, the basics in the most recent version of CRI 104 must be followed for product-related warranties to remain in effect.

## Site Conditions

- Carpet, adhesives, and padding when used should be conditioned on site at a temperature of no less than 65-95 degrees Fahrenheit and humidity of no more than 65 percent. Conditions should be maintained 24-48 hours before, during, and after installation.
- New concrete must be cured for at least 90-to-120 days.
- Slab must also be checked for moisture and alkalinity. Concrete floors, even with adequate cure time, can demonstrate an unacceptable moisture condition by allowing excessive amounts of moisture to pass through. This is known as the moisture emission rate, and can be a problem even on suspended concrete floors.

## Concrete Subfloor

- All new concrete shall be fully cured, clean and dry.
- Old concrete must be clean, dry, level and free of paint, dirt, old adhesive, oils, or other contaminants.
- All concrete floors must comply with moisture and alkalinity requirements prior to proceeding with installation.
- New concrete slabs should be sealed; older floors can be checked for porosity by applying a small amount of water to several areas of the floor.
- If the water beads, the floor does not need to be sealed. If the water soaks in quickly, the floor needs to be sealed or damp mopped.
- If excess moisture is present or hydrostatic conditions exist, DO NOT INSTALL the carpet and contact Bentley Mills Technical Services at 800.423.4709

- The concrete shall be free of curing or parting agents that interfere with the bonding of the adhesive. Whenever a powdery surface is encountered, such as lightweight concrete, a sealer compatible with the adhesive, such as Taylor 2025 must be used to provide a suitable surface for direct glue installation.
- Bond tests are required prior to proceeding with the installation.
- Level the floor to the standards outlined in the American Concrete Institute specifications for Concrete Building ACI 301 in regards to trowel finish and finishing tolerance. Leveling compounds must be Portland-based cement. Patch cracks and holes with one of the following approved patching compounds: Ardex Feather Finish, Ardex K-15, Henry's 547, Mapei Plani Patch, or similar cement based compound. Do not exceed manufacturer's recommendation for patch thickness. Gypsum based compounds are not recommended, please reference ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.

**Note:** Incompatible adhesives, solvent based materials and other contaminants should be removed, or encapsulated with Taylor's Zepher or Enhance prior to installation of carpet. Contact Bentley Mills Technical Services for further information on specific contaminants at 800.423.4709.

## Layout

- Once the carpet has been checked and all the necessary site preparations have been completed, layout according to the seaming diagram and proceed with careful attention to dye lot placement and roll sequencing. If patterned products are involved, be sure to refer to Pattern Sequencing section which calls for "Pattern Sequencing" when laying out all the carpet before spreading any adhesive to avoid any pitfalls that could arise from standard pattern size variation.
- Follow industry accepted methods for a glue down installation as outlined in most recent edition of CRI 104. Based on the floor plan and seaming diagram, start near the center of the room and snap a chalk line between opposite walls. This will be the first seam. Ideally, all the carpet should be laid out, squared with the dominant walls, rough cut to fit and side seams trimmed before any glue is spread. Dry laying is especially critical on all patterned products to allow for product acclimation. Patterned products must be "Pattern Sequenced" according size variation to allow for any pattern size variation.
- Variation occurs to some extent in all patterned carpets. To help facilitate this sequencing, Bentley Mills provides pattern sequencing measurements with most patterned products. Pattern sizes are also included on roll tags. If these measurements are unavailable for any reason, the installer should count the number of patterns in a 10 ft length on each roll and then arrange the rolls to facilitate a pattern match.

## Pattern Sequencing

Pay attention to sequence patterns by pattern size rather than by roll number. Bentley Mills measures the front and back (or end) of each patterned roll of carpet to check pattern elongation. The measurements are printed on the roll tag and affixed to the outside of each roll when patterns are involved. The measurements are also forwarded to Bentley Mill’s customers so the installation can be planned, staged and **sequenced by pattern size** rather than by roll number. Small patterns can be stretched to meet longer ones, but longer patterns cannot be compressed to meet shorter ones. **Pattern sequencing and dry laying** are critical steps necessary for a successful installation. Make certain pattern sequencing information is available before cutting or staging the installation. For questions regarding this information, please contact Bentley Mills Technical Services at 800.423.470

**Example: Carpet Pattern Sequence Sheet**

Order#: 1979 Customer PO: 001979

Important: If you do not understand this form please call your local Account Executive

	# of	----- Pattern Size -----		Run/Roll	
Item/Color	Run/Roll	Length	Patterns	Front/Flap	Back/Core
	904228/0701	145.997	8	154.00	154.00
	904228/0602	162.995	8	154.00	154.00
	904228/0402	181.994	8	153.75	153.75
	904228/1402	158.999	8	153.00	153.00
	904228/1201	180.000	8	152.50	152.50
	904228/1102	178.999	8	152.00	152.00
	904228/1101	182.994	8	152.00	152.00

See **Understanding Pattern Measurements** on page 9 for additional information.

## Dry Lay

- Before spreading any glue, make sure the rolls are sequenced according to pattern size. Sequence the patterns by starting with the largest patterns and moving to rolls with decreasing pattern size. This makes dry laying carpet essential for patterned products. Dry laying is also important because it allows products the chance to acclimate to changes in relative humidity. Be certain pile is laying all in one direction. Pile orientation should face the room’s entryway or follow primary traffic direction. Allow 1-1/2-inches at the walls for trimming and sufficient material for pattern repeat.

## Adhesives

- Bentley Mills recommends using the appropriate Healthbond, premium multipurpose adhesive for broadloom products. Please note that some warranties may require Bentley Mills' adhesives and installation products. Bentley Mills will not be responsible for installation failures that result from the use of other adhesives.
- Periodically check trowel to ensure that the notches are delivering the correct bead of adhesive. Allow adhesive to develop tack. Permit adhesive to dry until it develops two-inch legs when finger tested. However, the adhesive should still be wet enough to transfer to the backing and allow for pattern matching.
- Healthbond 1000 Multi-purpose or Healthbond 1100 Patterned Carpet Adhesive, 1/8"x1/8"x1/8" V-Notch Trowel, 12-14 yd<sup>2</sup>/gal.
- Lay one side into the adhesive and up to the chalk line. Smooth out the carpet. With the back of a push broom, carpet core or a 30-50 pound roller, smooth over the carpet away from the seams to assure complete adhesive transfer and to eliminate any air bubbles.

## Knee Kickers

- Knee kickers are designed for positioning carpet and are not adequate for properly stretching carpet. A knee kicker can be helpful in nudging the carpet during power stretching to prevent concentrating the stretch only around the stretcher head. To further prevent concentrating the stretch in only part of the carpet, the total stretch should be broken down into several "bites" that are held in place with stay nails until the next stretch or bite with the stretcher has been completed. For example, a room that is 40x40 feet should yield six inches of excess carpet stretched beyond the tackless strips in both the length and width..

## Power Stretchers

- Two types of power stretchers are available for stretching carpet. The Junior Power Stretcher is acceptable for rooms in which the dimensions are less than 30 feet in length and width. In rooms that have dimensions of greater size, a Senior Power Stretcher must be used. The Senior Stretcher allows for more stretch because of its superior strength. In addition, power-stretcher tail pins are not to be used in lieu of power stretcher poles. Power stretcher tails, often referred to as stinger pins, may damage the face yarns, the primary and secondary backings, the cushion and possibly even the floor..

**Note:** Be advised that stretched-in installations are not recommended or warranted.

## Understanding Pattern Measurements

Pattern measurements play a critical role in understanding what should be expected when developing estimates for either materials or labor. Simply looking at a sample and assuming the pattern will be a random or "monkey match" can cause carpet shortages and unrealistic production schedules for the installation crews. Overlooking or ignoring the potential impact of pattern size during the estimating process is a direct cause of eroded margins and often forces installation crews to compromise quality by cutting corners to meet unrealistic schedules.

Simply put, the more surprises that can be anticipated and eliminated during the estimating process, the more likely we are to deliver a quality installation, at a reasonable price and with a reasonable profit margin.

For a number of years now, Bentley Mills has proactively led the industry by taking the extra effort to help installers eliminate surprises by providing extensive measurements from each production run of patterned carpet. These measurements give the installer a production road map that is essential in helping anticipate potential pattern alignment problems during preplanning or staging and help minimize the need for stretching patterns into alignment.

Pattern measurements should be attached to the wrappings of every roll of Bentley Mills' patterned carpet. A pattern sequence sheet can be emailed or faxed to help the installer group rolls of carpet according to pattern size on an order. The installer should start the project by first installing the roll with the largest pattern size and proceed throughout the project by installing rolls with decreasing pattern sizes.

When the carpet involved has a pattern in its design, all the precautions necessary for a successful pattern installation should be followed. That means:

- Follow proper pattern sequencing of rolls
- Dry laying to map pattern sizes and avoid gluing small patterns before installing larger patterns
- Row cutting each side seam
- Power stretching to assure pattern straightness and matches at all side seams
- Use stay nails to keep the carpet from retracting until the adhesive sets

Bentley Mills takes this unique concept of installation planning several steps further. There's no doubt that installing patterned carpet involves more time and more money to be done correctly. The cost variable from random or non-pattern specific carpets can be as high as 30-40 % more time in stretching to align patterns during the seam construction process. To further focus on the potential for unexpected or hidden costs during pattern installation, this guideline has been developed so that everyone involved in the process — from selling to estimating and installation— can get a better understanding about the level of effort typically needed to install Bentley Mills products by pattern size.

*Contrary to popular belief*, it's the smaller patterns and pin-dots that usually take more time and cost more to install. Larger patterns also require care, but usually less than the effort needed for the smaller grids.

## Pattern Distortion

Procedures for correcting pattern distortion are detailed in this installation guide. Pattern distortion is generally isolated to broadloom products. The pulling, twisting, or elongation of the pattern occurs primarily during the backing process when the secondary backing is applied. Such distortion presents a problem during installation, but can be corrected or re-aligned by stretching with a power stretcher, even in glue-down applications if the distortion is within a range of 1-1.5%. For instance, a one-inch bow that is spread gradually throughout a 12-foot width of carpet (144-inches wide) will need to be stretched 1.44% to be brought back into proper alignment. Keep in mind that these ratios can become extremely difficult if the bow is concentrated into a smaller portion of the carpet; if the job site poses additional challenges; or if there is more than one form of distortion taking place simultaneously. Bow, combined with skew or pattern elongation, can be far more difficult to correct. Ratios of pattern distortion that exceed tolerance can increase installation time by as much as 30-40%. The one-inch manufacturing tolerance for bow, skew, or pattern elongation is the key reason for:

- Sequencing rolls according to pattern size rather than roll number
- Planning the job in greater detail and dry laying as much as possible
- Allowing more time and money for the installation

## Evaluation and Correction

- First determine the correct nature of the problem based on the criteria found in the pages that follow this general overview. Keep in mind that manufacturing tolerances exist because uncertainties in the textile manufacturing process make pattern straightness and elongation variations difficult to avoid. The patterned broadloom backing process is still not an exact science.



## Pattern Sequencing

- Pay attention to sequence patterns by pattern size rather than by roll number. Ask the installer whether the job has been sequenced according to pattern sequence information, pattern count sizes, which is provided by the mill. The pattern size for each roll is also affixed to the end of each roll of patterned carpet. If there are any questions please contact Bentley Mills Technical Services at 800.423.4709 for further assistance.

## Dry Laying

- Make sure care has been taken to lay out as much job as possible prior to spreading adhesive so that appropriate plans can be taken to overcome any variation.

## Power Stretching

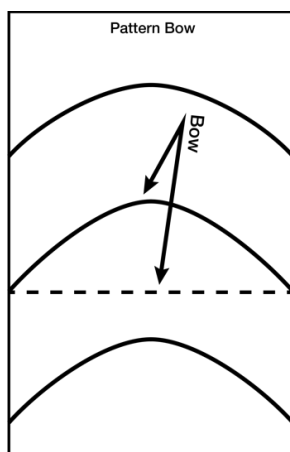
- Correcting most variations means cutting on the pattern and stretching the carpet, even in glue, back to a straight line. Short patterns must be stretched into alignment with longer patterns because long patterns cannot be effectively compressed.

## Pattern Bow

- This kind of pattern distortion occurs when the center of the carpet lags behind its edges while being pulled through the finishing range.

## Measuring Bow

- Determine the amount of bow by pulling a straight line across the carpet width. Place the string on the same location within the same row of patterns on each selvage edge. Measuring the distance from the string or straight line to the farthest part of same pattern in the bow (the apex) will give you the correct amount of bow. Up to about two inches can be corrected. However, correcting 1.5 to 2 inches of bow can increase the installer's effort and time as much as 50% over the effort needed to install carpet that is within the standard of one inch or one percent.
- Measure the bow from straight line to the peak of the curve in the pattern.



## Correcting Bow

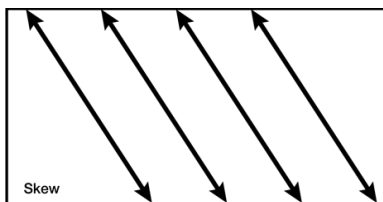
Any end seam or cut across the width must follow along the curve of the bowed pattern. The bowed pattern must then be pulled to a straight line. In a direct-glue application, the bow is either pulled straight with a power stretcher/mini crab stretcher, or a ripple is created at the opposite end so that the ripple can be pushed out in such a manner that the bow aligns with the wall or a straight line. Stay nails are used to hold the carpet in place until the adhesive is set.

## Pattern Skew

Skew occurs when one side of the carpet gets ahead of the other as it is being pulled through the finishing range. Left uncorrected, it's possible to match the pattern at all side seams, but have the pattern drifting in or out of sight (also called running off) along walls, other hard surface flooring, or border material. One inch of skew becomes more exaggerated with each new breadth of carpet. For instance, if each 12 foot width of carpet shows one inch of skew, seaming four widths together can throw the pattern off a total of four inches on the opposite wall. Although the carpet is within manufacturing tolerances, there are few customers who would tolerate such run-off along their walls.

## Measuring Skew

- Establish a straight line across the width of the carpet by creating a right triangle. Carefully measure six feet along the selvage and eight feet along the width. The formula for determining the hypotenuse tells us that if the six-foot and eight-foot sides are connected by a 10-foot hypotenuse, then the sides must form a right angle. The right angle gives us a straight line to measure the amount of skew. Measure the distance from the straight line to the nearest pattern. Then, on the opposite side, measure the farthest pattern from the line. The difference between the measurements will give us the amount of skew in each 12-foot width. Don't assume the roll end is straight. Use the right angle.



## Correcting Skew

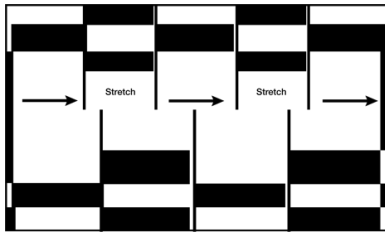
- As with bow, any cuts must follow along the angle of the skew. The skew must then be pulled or pushed to a straight line with a power stretcher. In a direct-glue application, stay nails are used to hold the carpet in place until the adhesive is set.

## Pattern Elongation

In much the same manner the patterns can become bowed or skewed during application of the secondary backing, patterns can also become longer during the backing process. Bentley Mills takes every available precaution to hold this variation within tolerances of about one inch in a 12-foot length, however, the installer must be prepared to stretch smaller patterns to match or align with longer ones.

## Measuring Pattern Elongation

- Measure a given number of patterns estimated at approximately 12 feet in length. This measurement can be compared to similar measurements within the same roll and other rolls to determine the differences for layout.



## Correcting Pattern Elongation

- Smaller patterns must be stretched into alignment with the longer patterns. Power stretching may be necessary, even in glue-down applications. Stay nails may also be necessary to hold the carpet in place until the adhesive is set.

## Serpentine or Trueness of Edge

Serpentine or snakey edges are nearly always present in some degree on all tufted broadloom carpet. The proper term for describing “S” shaped carpet is Trueness of Edge. Even carpet that drifts as much as 2 to 3 inches can be corrected relatively easy, as long as each outward move corresponds to an inward drift on the opposite side of the 12-foot width. Pulling on one side to a straight line has the effect of straightening the corresponding or opposite side of the snake. One inch within a 12-foot length should be very easily corrected.

## Measuring Serpentine or Trueness of Edge

- Pull a straight line lengthwise down the roll from one tufted corner to another or to a corresponding peak. The distance of the “valley” from the straight line should give the correct amount of variation.

## Correcting Serpentine or Trueness of Edge

- An excellent tool for correcting most serpentine or trueness of edge problems is the crab-stretcher. Like most other forms of pattern distortion, the carpet must be pulled to a straight line, even in adhesive. The straight line is held in place with stay-nails until the adhesive is set. The tack strip functions in the same way as the adhesive in a stretch-in installation.

**Note:** The key to recognizing trueness of edge problems is the “S” or serpentine drift. An outward drift should always have a corresponding inward drift. If the carpet suddenly dives inward or outward on one side without having a corresponding peak or valley on the opposite side ... the affected area will likely have to be cut out rather than stretched out. A sudden dip on one side is likely where the carpet fell off the pins that hold the selvage in place as the carpet is pulled along by its edges through the finishing process.

# The Importance of Climatizing Graphic Carpets

The patterns in many Bentley Mills carpets are created when a shifting needle bar moves from side to side. This process of creating tufted patterns has produced a family of carpet styles called graphics. Carpets tufted with graphics-related technology are easily identified by the zigzag stitch pattern along the selvage edge of each roll of carpet. This zigzag pattern creates the design, but it also makes carpets created in this style more sensitive to sudden changes in moisture gain and moisture loss or fluctuations in humidity if not installed properly. The zigzag creates range of patterns, but also creates a heavier backstitch than straight line tufting.

Because nylon absorbs moisture, sudden changes in humidity or moisture can cause the carpet to expand or contract before the adhesive is fully cured. The result can include gaps along seams or wrinkling if these basic requirements are ignored during the installation process.

The increased use of water instead of solvents in carpet adhesives has greatly improved the all around safety of indoor air quality. However, increased use of water-based adhesives can also create problems with graphic carpets if the installer fails to follow these precautions for controlling moisture gain and loss during the installation. Most carpet manufacturers include graphics designs as core products in their running line of offerings. This need for care to avoid sudden shifts in humidity or moisture is true for any carpet from any manufacturer using graphics technology. In addition to the CRI 104 Installation Standard, the following includes essential precautions to help the installer avoid problems that may be more difficult to correct once the installation is complete:

- **Conditioning the building:** the temperature should be between 65 and 95 degrees Fahrenheit. Humidity should not exceed 65 percent. That means the building to receive the carpet should be enclosed and, in many instances, requires that the air be either heated or cooled to assure proper conditions.
- **Conditioning the carpet:** let the carpet breathe for a while. Graphics carpet should always be rough cut and spread out for 24- 48 hours prior to installation in the area to be installed. This allows the carpet to assume the same basic moisture level that is likely during the installation itself.
- **Adhesive set up:** humidity and moisture can cause graphics carpets to expand because of the extra nylon buried in the backing from the zig-zag stitch. To prevent expansion and peaking seams when the adhesive is wet or gapped seams when the adhesive later dries, make certain most of the moisture has left the adhesive before putting the carpet into the glue. Let the adhesive get tacky and develop legs before the carpet goes in.
- **Row cut:** the best method for making side seams is by using a cushion-back top cutter or loop-pile cutter and row cutting between the tuft rows. Row cut both sides being seamed. Trace cutting or double cutting seams are not recommended methods and can void the warranty. All seams must be sealed.
- **Roll thoroughly:** graphic carpets should be rolled twice with a roller not to exceed 75 pounds. The second rolling should come 3-12 hours after the initial rolling.

In addition to the specific requirements outlined here for the proper installation of Bentley Mills' carpet, the basics in the Carpet and Rug Institute's most recent Installation Standard, must be followed for product-related warranties to remain in effect. If there are questions, call the Bentley Mills Customer Care Department at 800.423.4709.

## Contact Us

Bentley Mills, Inc. 14641 East Don Julian Road, City of Industry, California 91746

800.423.4709 | [bentleymills.com](http://bentleymills.com)

---

# EliteFlex™ 6 ft Cushion

## Contents

<b>Basics</b> .....	<b>2</b>
Layout.....	2
<b>Floor Preparation</b> .....	<b>2</b>
Concrete Subfloor.....	2
Concrete Moisture .....	2
Other Substrates.....	3
<b>Installation Instructions</b> .....	<b>3</b>
Conditioning Carpet .....	3
Seam Cutting .....	3
Seam Sealing .....	4
Adhesive and Adhesive Application.....	4
Important Advice.....	5
<b>Contact Us</b> .....	<b>5</b>



## Basics

Bentley Mills has adopted the Carpet and Rug Institute's "Standard for Installation of Commercial Carpet," (CRI 104) as the basic minimum industry guideline for the installation of Bentley Mills carpet. Please note, the instructions for some specific styles may exceed the basic minimum requirements set forth in the CRI 104 Standard. If a discrepancy occurs, Bentley's Installation Guidelines will take precedence over CRI 104. When consulting the CRI 104, please make certain it is the most recent edition and contains the latest updates. Copies may be obtained on the CRI website ([www.carpet-rug.org](http://www.carpet-rug.org)).

## Layout

Carpet seams will never be completely invisible and are usually most visible the days following the initial installation. Seams become less visible with routine vacuuming and foot traffic.

**Note:** Bentley's EliteFlex 6 ft. Cushion requires no pattern matching.

## Floor Preparation

### Concrete Subfloor

All new concrete must be fully cured, clean, and dry. Old concrete must be clean, dry, level, and free of paint, dirt, old adhesive, oils, or other contaminants. The concrete should be free of curing or parting agents that interfere with the bonding of the adhesive. Whenever a powdery surface is encountered, such as lightweight concrete, a sealer compatible with the adhesive, such as Taylor 2025 Primer, must be used to provide a suitable surface for a direct glue installation.

Level the floor to the standards outlined in the American Concrete Institute specifications for Concrete Building ACI 301 in regards to trowel finish and finishing tolerance. Leveling compounds must be Portland-based cement. Patch cracks and holes with one of the following approved patching compounds: Ardex Feather Finish, Ardex K-15, Henry's 547, Mapei Plani Patch mixed with Plus additive or similar cementitious based compound. Do not exceed manufacturer's recommendation for patch thickness. Gypsum based compounds are not recommended.

**Note:** Incompatible adhesives, solvent-based materials, and other contaminants should be removed 85-90% and encapsulated with Taylor Zephyr prior to installation of carpet. Contact Bentley Mills for further information at 800.423.4709.

### Concrete Moisture

#### Healthbond 2399 Adhesive

- Up to 100% RH - No testing required.
- No pH testing required.
- No verifiable intact moisture vapor retarder required.

#### Healthbond 1000 Adhesive

- 95% RH maximum - Testing required.
- 9 pH maximum - Testing required.

## Other Substrates

Underlayment grade OSB, APA registered underlayment plywood, Gypsum or lightweight concrete must be primed with Taylor 2025 primer.

## Test Conditions

Testing is not required when using Bentley Healthbond 2399 adhesive. No RH testing, no pH testing, no intact moisture vapor retarder required.

**Note:** Hydrostatic pressure is not an acceptable condition of the substrate. Hydrostatic pressure is the occurrence of the concrete slab being hydrated from below or water under the slab pushing up through the surface. This is visually seeing effervescence or alkaline salts carried with water on the surface of concrete and occurs with “on grade” or “below grade” concrete.

# Installation Instructions

## Conditioning Carpet

The carpet should be allowed to acclimate in the anticipated installation space for a minimum of 24 to 48 hours prior to installation. The amount of time necessary for conditioning will depend upon potential temperature extremes during storage. Carpet subject to extreme temperature fluctuations will require more acclimation time than carpet stored in a climate-controlled building. During periods of high humidity more time may be required to allow the carpet to acclimate. Water-based adhesives may need more time to flash off prior to placing carpet onto the adhesive.

## Seam Cutting

Bentley Mills goes to great lengths to determine the appropriate products to be offered with the EliteFlex backing option. EliteFlex backing requires the same general installation methods and recommendations. **Most EliteFlex seams require a slight serpentine double cut seam, however, some styles require a straight double cut seam in an effort to reduce possible visual discrepancies with the face yarn.** Verification of product seaming method is the responsibility of the dealer/installer. For any questions, please contact Bentley Mills at 800.423.4709.

- Recommended seam cutting tool - National Carpet Equipment #575 Commercial Seam Cutter or equivalent.
- Installations utilizing a wet set adhesive requires the seams to be dry cut.
- Overlap the selvage edges 2” to allow sufficient material to be cut.
- With firm and continuous pressure, cut both breadths of material in a slight serpentine double cut resulting in 18-24” wave repeat; the blade should be sharp and lightly touch the subfloor.
- All EliteFlex products should use the slight serpentine double cut method, with the exception of the following products which require a straight double cut for best seam appearance:
  - **Allegro** (Straight Cut ONLY)
  - **Backstage** (Straight Cut ONLY)
  - **Course of Action** (Straight Cut ONLY)
  - **Culture Cues** (Straight Cut ONLY)
  - **History Notes** (Straight Cut ONLY)
  - **Interlude** (Straight Cut ONLY)
  - **Media Made** (Straight Cut ONLY)

**Note:** For the most current version of Bentley’s Installation Guidelines, please refer to the QR Code found on the cover page or visit [bentleymills.com](http://bentleymills.com)

## Seam Sealing

- Remove both top and bottom strips of carpet and properly edge/seam seal only with Bentley PermaWeld Premium Seam Sealer.
- Apply a continuous 1/8" bead of seam sealer to the cut edge on one side only in sufficient quantity to seal both trimmed edges and to cover the primary and cushion backing without contaminating face yarns.
- Immediately place the edge of the second piece of carpet into contact with the first piece which has the seam sealer on it. To achieve a good bond, it is essential for the two pieces of carpet to have a tight fit.
- Traffic on the seam should be restricted for 12 hours.

## Adhesive and Adhesive Application

Once the floor has been properly prepared as detailed in CRI 104, a full spread method of adhesive is required to install EliteFlex Cushion carpet. Full spread means that the entire area to receive carpet should be covered. Healthbond 2399 Pressure Sensitive Adhesive and Healthbond 1000 Multi-purpose Adhesive are specifically designed for interior installation of Bentley carpet. These adhesives can be applied using common tools and techniques over a variety of porous and non-porous surfaces.

### Healthbond 2399 Pressure Sensitive Adhesive

- Up to 100% RH - No testing required.
- No pH testing required.
- No verifiable intact moisture vapor retarder required.
- Full Spread
  - Apply with:
    - 1/2" nap paint roller (33-36 yd<sup>2</sup>/gal spread rate) or
    - 1/16" X 1/32" X 1/32" U notch trowel (25-30 yd<sup>2</sup>/gal spread rate)
  - Allow adhesive to completely flash to achieve 100% RH.
  - Roll with a 75-100 pound roller to ensure proper adhesion.
- Traffic should be restricted for 12 hours after installation.

### Healthbond 1000 Multi-purpose Adhesive

- 95% RH maximum - Testing required.
- 6 - 9 pH - Testing required.
- Dry cut seams prior to applying adhesive
- Full Spread
  - Apply with:
    - 1/16" x 1/16" x 1/16" square notch trowel (18-20 yd<sup>2</sup>/gal spread rate)
  - Wet set installation method.
  - Roll with a maximum 35 pound roller to ensure proper adhesion.
- Traffic should be restricted for 12 hours after installation



## Important Advice

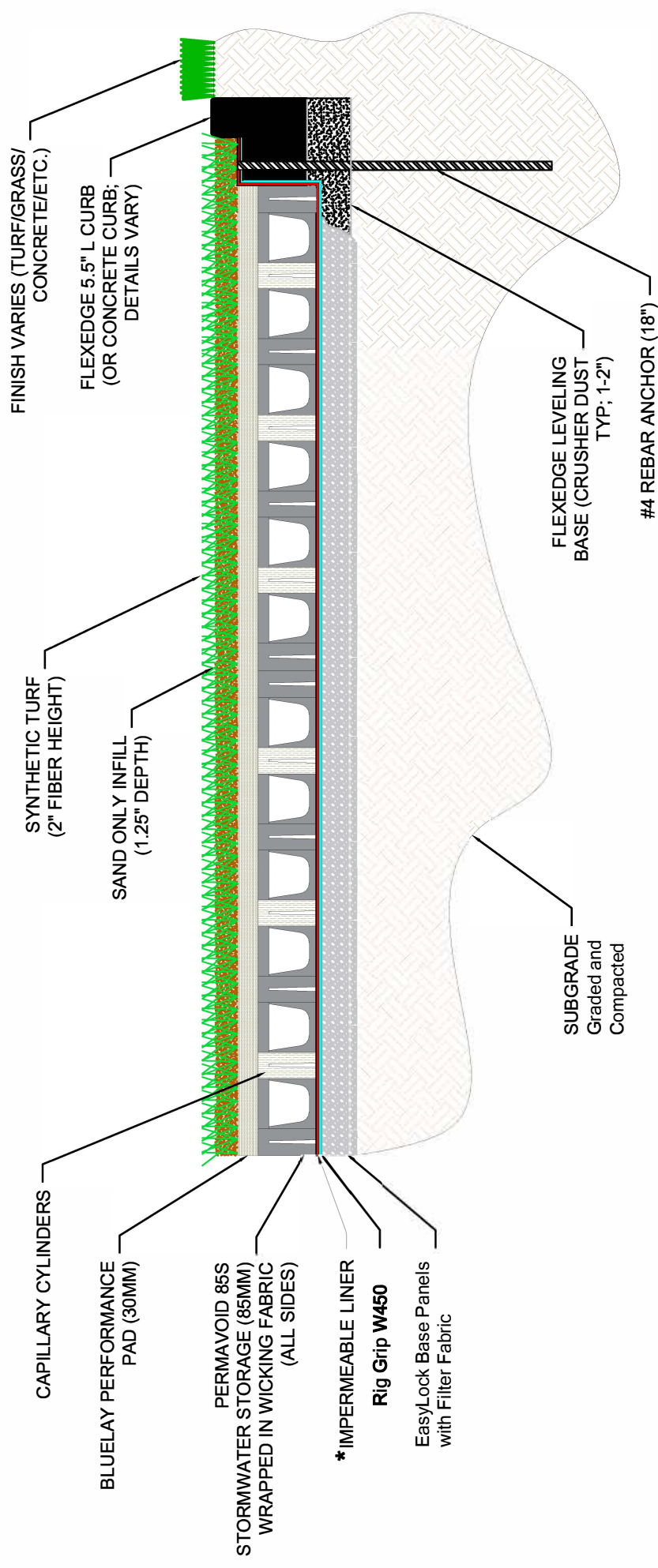
These installation procedures are recommendations designed for the experienced and competent installer. Strict adherence to these procedures will result in a quality installation under most conditions. **Any situation that could alter the installation procedure or jeopardize the possibility of a satisfactory installation, such as identification of defective material or unusual installation conditions, creates a responsibility for the installer to STOP the installation immediately** and call Bentley Mills Customer Care at 800.423.4709. Bentley Mills will not be responsible for substandard installation or for an installer's decision to proceed with an installation that is not resulting in a satisfactory or acceptable finished installation.

## Contact Us

Bentley Mills, Inc. 14641 East Don Julian Road, City of Industry, California 91746

800.423.4709 | [bentleymills.com](http://bentleymills.com)

**Optional  
Turf**



\*Impermeable Liner is Rig Grip W450

<p>           A Division of ABT, Inc.            P.O. Box 837 / 259 Murdock Road            Troutman, NC 28166            (800) 334-6057         </p>		<b>TITLE:</b> BLUELAY PERFORMANCE PAD <b>WI PERMAVOID 85S STORAGE SYSTEM</b>	
<b>DRAWN BY:</b> B.W.M. <b>CHECKED BY:</b> XXX <b>SCALE:</b> NONE	<b>DRAWING NUMBER:</b> BL30/PV85S <b>A-</b>	<b>DATE:</b> 08-29-23	<b>DATE:</b> 08-29-23
<p> <b>DISCLAIMER:</b> The customer and the customer's architects, engineers, consultants and other professionals are completely responsible for the selection, installation, and maintenance of any product purchased from ABT, and EXCEPT AS EXPRESSLY PROVIDED IN ABT'S STANDARD WARRANTIES, ABT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DESIGN, MERCHANTABILITY, OR FITNESS OF THE PRODUCT FOR CUSTOMER'S APPLICATION. Copies of ABT's standard warranties are available upon request.         </p> <p> <b>Proprietary right of ABT, Inc. are included in the information disclosed herein. The recipient, by accepting this document, agrees that neither this document nor the information disclosed herein nor any part thereof shall be copied, reproduced or transferred to others for manufacturing or for any other purpose except as specifically authorized in writing by ABT, Inc.</b> </p>			

### MATERIAL

Material	Recyclable HDPE
UV Stabilization	Limited Carbon Black

### PRODUCT

Shape	Hexagonal cell structure
Anti-Slip System	Min 571 anti-slip triangles per panel
Locking System	Clicking system
Dimensions	30.375" x 23" x 0.875" (1 Panel = 4.85 sq ft)
Weight	4.5 lbs per panel; 0.93 lbs per sq ft

### TESTING

GMAX value	151 (panel on concrete)*
Load Capacity	374 psi up to 998 psi
Vertical drainage	4,068" per/hr
Horizontal drainage	1,673" per/hr
Water storage capacity	1.98 gallons per panel
Expansion	Less than 0.03" movement in all directions
Slip resistance	2x higher than crushed stone

\*GMAX values vary depending on materials below and turf system above the EasyLock Base Panels

## EASYLOCK

### ADVANTAGE

More and more installers are realizing rock is not always the best option for base work under artificial grass. **EasyLock Base Panels** are the best base replacement system option available on the market. It saves time, saves wear and tear on machines or rental costs, and eliminates the need for excavating large volumes of dirt. Perfect for rooftops, playgrounds, pets, sports fields, and landscaping projects, **EasyLock Base Panels** are the perfect base alternative.

**A BETTER BASE UNDER SYNTHETIC TURF**

# EASYLOCK PANELS

## EasyLock Base Panel Installation Guide

With EasyLock Base Panels it is possible to reduce or replace entirely the need for stone underneath synthetic turf. EasyLock Base Panels provide the structure and drainage of stone in a lightweight, interlocking plastic panel system.

### Step 1 - Prepare the Base

Installations over concrete or asphalt just require general cleaning/sweeping. Same for rooftops.

On soil, it is essential to first prepare a solid, stable subbase. Depending on the existing elevations and existing soils conditions, it may be as simple as removing the natural grass in a way that minimizes the disturbance to the soil and maintains a firm solid layer beneath.



If the existing soils are gradable and compactable—and at the elevation required—move on to the next step. If not, it may be necessary to add a thin layer of a locally available, crushed, jagged material that is gradable and compactable in order to reach the required elevation.

The goal with the subbase should be a firm enough surface that walking does not leave footprints. Deviation should be less than ¼” in 10’.

### Step 2 - Install Geotextile Fabric

A heavy-duty geotextile fabric acts like a snowshoe under the panels, providing structure and support. It also helps regulate drainage and eliminate growth from below.

There are two main types: permeable and impermeable. Once the base is prepared, unroll the geotextile fabric.



Take care to overlap a minimum of 6”. Pay attention to apparent water flow direction when overlapping the fabric.

Concrete, asphalt, and rooftops may also use geotextile fabric to help reduce any acoustical tapping, eliminate infiltration of pet urine, or in the case of rooftops to aid in sheeting rainfall off.

## Step 3 - Panel Installation

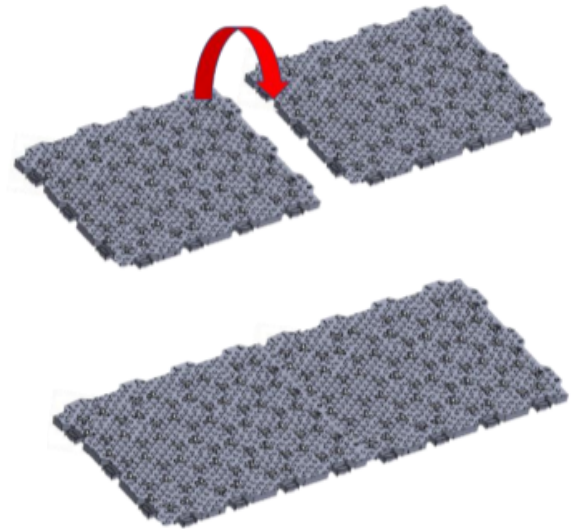
Ideally the pallets are staged in close proximity to the installation, minimizing the distance traveled from the staging area to the installation.

For installations along solid or fixed borders, it may be necessary to start with trimmed panels. This is accomplished using a jigsaw, circular saw, angle grinder or table saw with a rough wood or plastic blade. The “male” side of the panels should be trimmed.



Start laying out the panels according to the layout diagram. “Staging” the panels allows them to acclimate to the ambient temperature as well as the adjacent panels. This also allows different crews to stay busy: one laying out panels and one snapping them together.

Place the male part over the female part taking care to line up the panel. Snap them in place with either your hand or gently with foot. No need to worry about “gapping” the panel as the “spring” automatically gaps the panel.



The panel will only snap into an adjacent panel once properly aligned...do not force the connectors. (If forced the male connecting snaps can become bent which will make the connection stick up. This can be fixed by straightening up the male snap by hand and making sure the connection is correct.)

Continue snapping panels together until reaching the opposite side, then start on the next row. Panels can be staggered as well. Be sure to leave  $\sim\frac{1}{2}$ " gap between fixed objects such as curbs and posts. For larger installations, a stringline can help with staging the panels into rows, as well as keeping the rows straight.

When installing around fixed objects it is often beneficial to skip panels that require trimming around obstacles that can't be moved: this allows a continuous workflow and its unique design allows the panels to be easily inserted once the main area has been completed.

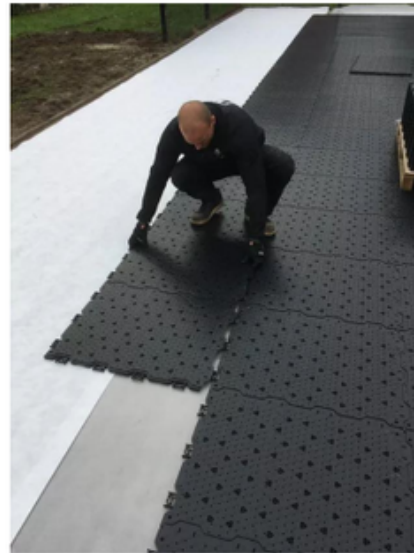
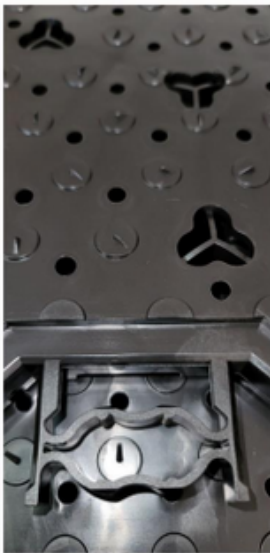
# EASY LOCK PANELS

## Step 4 - Turf Installation

Once all the EasyLock Base Panels have been assembled and trimmed, the installation is ready for turf. Before unrolling the turf, make sure the surface is free of debris. For large installations, this can be done with a leaf blower.

**NOTE** - Synthetic turf should never be glued directly to the panels: use seam tape and glue.

Synthetic turf can be stapled around the outer perimeter edge using staples (stainless steel for outdoor installations). Be sure to nestle the nose of the staple gun into the turf against the backing in order to not trap turf fibers, which could result in a dimpled effect. As all turf expands and contracts at different rates, it is important to understand the characteristics of your turf and infill prior to affixing around the perimeter.



# EASY LOCK PANELS

Installation Questions:  
762-231-0778

# HENDERSON 50 TURF



CATALINA  
PRODUCTS  
INTERNATIONAL

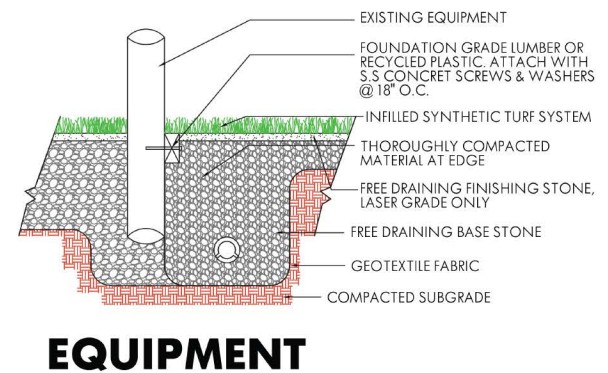
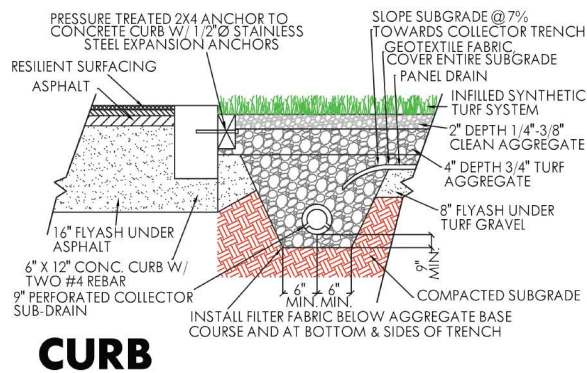
714.716.1667 | contact@catalinaproducts.international

## TURF SPECIFICATIONS

Yarn #1 Type	Polyethylene
Color Name	Field; Field/Lime
Total Denier	10,800
Form	Polyethylene Monofilament
Description	Proprietary PE Formulation for Superior Wear Resistance
Total Yarn Face Weight	50 Oz.
Primary Backing #1	SBS yarn penetrating system for maximum tuft bind strength.
Primary Backing Weight	7.4 Oz. / SqYd
Secondary Coating	20 Oz. Urethane / SqYd
Total Product Weight	77 Oz. / SqYd

## TUFTING SPECIFICATIONS

Pile Height	1 3/4" tufted
Stitch Rate	15.75 / 3"
Tufting Gauge	3 1/3"
Roll Widths	15'
Drainage Perforations	Yes



## GENERAL INFORMATION

For Pricing, Samples, Warranties and Installation Guides, please contact us at [contact@catalinaproducts.international](mailto:contact@catalinaproducts.international) or call 714-716-1667.



# SUMMIT TURF



## TURF SPECIFICATIONS

Yarn #1 Type	Mattex Omega Monofilament
Color Name	Field Green/Apple
Total Denier	10,800(1800/6)
Thickness/Form	Approx. 360 micron.
Description	Proprietary PE Formulation for Superior Wear Resistance
Yarn #2 Type	Texturized Thatch
Color Name	Field Green/Jute
Total Denier	5000
Description	Texturized Monofilament PE Thatch
Total Yarn Face Weight	60 Oz. / SqYd
Primary Backing #1	Tencate K29, consisting of two warp knitted primaries woven into one
Primary Backing Weight	7 Oz. / SqYd
Secondary Coating	20 Oz. Urethane / SqYd
Total Product Weight	87 Oz. / SqYd

## TUFTING SPECIFICATIONS

Pile Height	1 1/8" tufted, approx. 1" finished
Stitch Rate	AS REQUIRED
Tufting Gauge	3/8"
Roll Widths	15'
Drainage Perforations	STANDARD 3"x4" pattern

## TENCATE BACKING SPECIFICATIONS

	Unit	Typical Value	Minimum	Maximum
Weight	g/m <sup>2</sup>	250,0	236,5	263,5
Construction Fabric 1 MD	threads/10 cm	118	117	119
CD	threads/10 cm	71	70	72
Fabric 2 MD	threads/10 cm	118	117	119
CD	threads/10 cm	43	42	44
Strength (Fmax) MD	N/5 cm	1900	1650	
CD	N/5 cm	2850	2450	
Elongation at Fmax MD	%	20,0	15,0	25,0
CD	%	20,0	15,0	25,0
Shrinkage 132 MD	%	4,8		5,5
CD	%	2,0		2,5

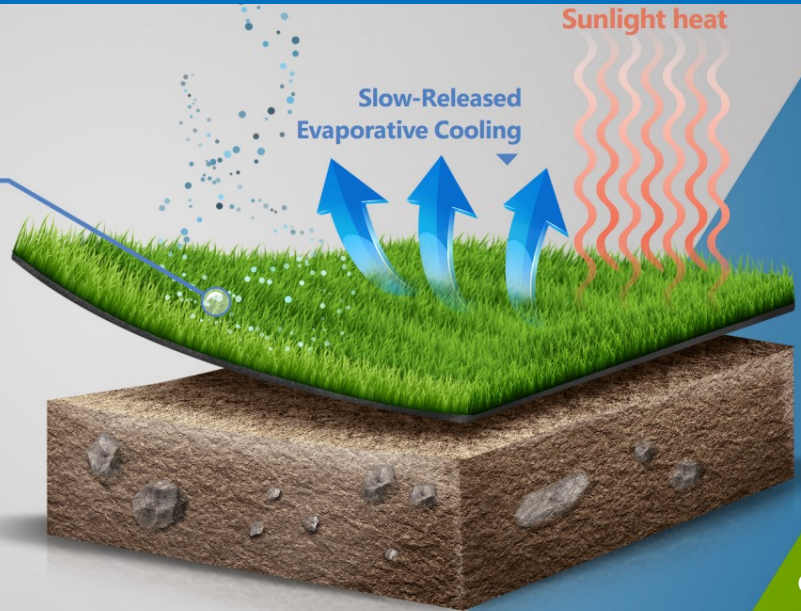
Test methods are based from ISO 13934-1

## GENERAL INFORMATION

For Pricing, Samples, Warranties and Installation Guides, please contact us at contact@catalinaproducts.international or call 714-716-1667.

# Cool By Design

The Synthetic Turf Cooling and Antimicrobial Solution that works on the principle of evaporative cooling.



## T°COOL

antimicrobial turf cooling infill®

T°Cool® is engineered to work through the same thermoregulation process our bodies use to keep cool, called **evaporative cooling**.

This process has a cooling effect via the evaporation of moisture.

T°Cool® simply requires hydration, which can come from irrigation, rainfall, dew, or a simple garden hose. As solar radiation heats the turf, T°Cool® releases its moisture. As the moisture evaporates, it removes the heat with it - cooling the artificial turf by up to **50°F**.

- ▶ **PET & FAMILY FRIENDLY**
- ▶ **CONTAINS NO MICROPLASTICS**
- ▶ **INHIBITS BACTERIAL GROWTH**



- ✓ EPA REGISTERED
- ✓ NON-TOXIC
- ✓ INHIBITS BACTERIA

### DETAILS

Color	Light Brown/Buf
Materials	99.5% Silicon Dioxide, Chitosan
Mesh Size	16 /30
Specific Gravity	2.65 lb per cf
Bulk Density g/cm <sup>3</sup>	1.56
Bulk Density lb/ft <sup>3</sup>	97.4
Porosity	10 - 15%
Hardness	6 - 8 Mohs
Absolute Volume gal/lb	.0450 - .0454
Krumbein Roundness	0.8
Krumbein Sphericity	0.8
Acid Solubility	<2.0%
Turbidity (FTU)	<250
Temp Stability (F)	1400
Angle of Repose	+ 30 degrees
Dust	Negligible



For ordering and questions, contact T°Cool @ [info@tcoolturf.com](mailto:info@tcoolturf.com)

[www.tcoolturf.com](http://www.tcoolturf.com)





## Getting The Most From T°Cool®

T°Cool® is a patented and powerful synthetic turf system cooling technology. Evaporative cooling powered by moisture reduces the synthetic turf system temperature by 35°F – 50°F+.

### Educational Videos

[T°Cool® - Ingredients / Hydration](#)

[T°Cool® - How it works](#)

[T°Cool® - The New Trend in Synthetic Turf](#)

### Installation

1. Drainage - High quality synthetic turf is designed and manufactured to facilitate high volume vertical drainage. It is very important that the base and subbase are also built to allow water to drain vertically at the same rate as the turf itself.
2. T°Cool® rate - For turf systems with 1 ¼" – 1 ¾" pile height 2 lb. to 3 lb. of T°Cool® is recommended.
3. T°Cool® is engineered with a very high hydration capacity in order to cool the turf even under the most intense sun and temperatures conditions.
4. The wide variety of synthetic turf styles and specifications on the market require different infill rates. For example some landscape turf has been manufactured with very high pile heights. Regular silica can be combined with T°Cool® to adequately infill turf when necessary.

### Performance

1. Once installed, T°Cool® harvest moisture form humidity, rain, and irrigation. It is very important to keep moisture content in the T°Cool® turf system in order to power the evaporative cooling process.
2. Under arid or extended dry conditions, water can be added to the T°Cool® turf system via automatic irrigation or manual sprinklers.
3. T°Cool® technology is very efficient in storing and managing the moisture present in the system

### Results / Longevity

With a T°Cool® turf system, you can expect years of cooler, safer, synthetic turf.

# VISTA TURF



## TURF SPECIFICATIONS

Yarn #1 Type	Mattex W-shape Monofilament
Color Name	Field Green/Olive
Total Denier	10,800(1800/6)
Form	Wave shape Cross Section
Description	Proprietary PE Formulation for Superior Wear Resistance
Yarn #2 Type	Texturized Thatch
Color Name	Field Green/Jute
Total Denier	5000
Description	Texturized Monofilament PE Thatch
Total Yarn Face Weight	62 Oz. / SqYd
Primary Backing #1	Tencate K29, consisting of two warp knitted primaries woven together
Primary Backing Weight	7 Oz. / SqYd
Secondary Coating	20 Oz. Urethane / SqYd
Total Product Weight	89 Oz. / SqYd

## TUFTING SPECIFICATIONS

Pile Height	1 5/8" tufted, approx. 1 1/2" finished
Stitch Rate	AS REQUIRED
Tufting Gauge	1/2"
Roll Widths	15'
Drainage Perforations	STANDARD 3"x4" pattern

## TENCATE BACKING SPECIFICATIONS

	Unit	Typical Value	Minimum	Maximum
Weight	g/m <sup>2</sup>	250,0	236,5	263,5
Construction Fabric 1 MD	threads/10 cm	118	117	119
CD	threads/10 cm	71	70	72
Fabric 2 MD	threads/10 cm	118	117	119
CD	threads/10 cm	43	42	44
Strength (Fmax) MD	N/5 cm	1900	1650	
CD	N/5 cm	2850	2450	
Elongation at Fmax MD	%	20,0	15,0	25,0
CD	%	20,0	15,0	25,0
Shrinkage 132 MD	%	4,8		5,5
CD	%	2,0		2,5

Test methods are based from ISO 13934-1

## GENERAL INFORMATION

For Pricing, Samples, Warranties and Installation Guides, please contact us at [contact@catalinaproducts.international](mailto:contact@catalinaproducts.international) or call 714-716-1667.

## APPENDIX B

### Special Conditions

1. This initial term of the contract will be in full force and effect through June 30, 2025, with an option to extend by mutual written agreement between the successful bidder and the District for four (4) twelve-month (12-month) increments for an optional period not to exceed forty-eight (48) months. In no event will the contract, including extensions, exceed sixty (60) months. Quoted prices must stay in effect for one (1) year after award of bid. The District may grant, upon written request, a price adjustment to compensate for inflation; this adjustment must be requested prior to April 30<sup>th</sup> of each year for the upcoming renewal year. The adjustment will be effective upon renewal of the contract and shall not exceed the percentage of change in the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim areas for the period ending March 31<sup>st</sup> of the given contract renewal.
2. The Contractor will provide bonding for all projects exceeding \$25,000. Bonding will include performance and payment bonds and shall be listed as a line item cost on the proposal, separate from the material price. Bonding cost will not exceed a 3% value of the project being executed. The bond price shall not be added to the unit pricing within the bid.
3. A Notice of Completion will be required on all individual jobs of \$114,500 (2024 bid threshold or as issued yearly by the California Department of Education) or more with a five (5) percent retention hold on those jobs.
4. Payments will be made by the District to Contractor within thirty (30) days of submittal of invoice, providing work has been accepted by District inspectors. Five (5) percent retention will be withheld until the District's Governing Board has accepted the job as satisfactorily completed and thirty-five (35) days after a Notice of Completion has been filed.
5. The contractor shall comply with all applicable codes, ordinances, and safety regulations.
6. The contractor shall notify the Director of Maintenance and Operations or his representative a minimum of two (2) days in advance before starting any phase of this contract. At that time, a starting priority per site will be established.
7. The work consists of, but is not limited to, the installation of new materials and removal of and replacement of existing flooring.
8. The contractor shall provide all labor, equipment, tools, and material necessary to complete this work.
9. Each project will be determined as a standalone project; therefore, working hours will be project-based. Working hours will vary from job to job.
10. The contractor will be required to receive and store materials. In some cases, contractor will retrieve materials, either in Whittier, California or City of Industry, California. The contractor will be expected to warehouse materials (off and on) during the term of the Agreement.

11. The contract has several provisions where the contractor will be supplying both material and labor, this includes: wall base, transitions, reducer, adhesives, ancillary items, floor, prep items, etc.
12. Every project will be considered a “stand alone“ Project. Therefore, every job will be estimated and the contractor will supply proposal for each project based on the unit pricing provided within the Agreement.
13. The pricing provided within the bid shall not include taxes, fees, permits, or any other governmental fees. Those costs shall be listed as a separate line item in the proposal.
14. It’s expected, unless otherwise stated that every project shall not exceed 10% of material attic stock and or overages.
15. Unit pricing shall be considered FOB Irvine Unified School District location. Therefore, freight cost will be included in all unit pricing. This includes materials that are shipped to your warehouse and then re-delivered to District location. No additional freight cost should be incurred outside of the unit pricing.
16. This is an owner supplied contractor installed format bid document. Any substitutions would refer to installation materials. Substitutions are fine as long as they fall within the guidelines of the manufactures installation manual and exceed the current requirements as stated for quality installation.
17. If the contractor receives owner supplied materials that are defective, the District is to be notified immediately and the materials are not to be installed. The District will make arrangements to have replacement materials shipped.
18. The contractor shall exercise extreme caution in demolition and removal of carpet and resilient flooring.
19. The raising and lowering of utility boxes to finish grade shall be part of the contract.
20. Any damage to buildings, grounds, pavement, etc., resulting from the construction operation shall be repaired by the contractor in an approved manner at no cost to the District.
21. The contractor shall exercise all reasonable and necessary means to abate undue dust and noise at all times.
22. The contractor shall, at all time, keep the job site free from accumulation of waste material or rubbish, maintain area in a neat, orderly manner, and leave job site in a broom clean condition at the completion of each day’s work. All debris shall be disposed of off the job site by the contractor.
23. All removed carpet shall be recycled and the District shall be provided with a reclamation certificate.
24. The District reserves the right in its sole discretion to use other carpet and resilient flooring

contractors for work required by the District.

25. The District will supply the following materials:

- a. 6 foot carpet
- b. Carpet tile
- c. Walk off system
- d. 2.5 mm and 5 mm LVT
- e. 5 mm LVT
- f. HVT
- g. Sheet vinyl
- h. Place surface artificial turf material

All other materials needed for a complete project will be the responsibility of the contractor.

24. The District will supply and announce any potential concerns regarding hazardous materials at any one location. A Proximity map of all location is available upon request.

## APPENDIX C

### General Conditions



**TABLE OF CONTENTS TO THE GENERAL CONDITIONS**

<u>ARTICLE</u>	<u>PAGE</u>
1. DEFINITIONS.....	3
2. STATUS OF CONTRACTOR.....	4
3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY .....	4
4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS .....	5
5. SUBCONTRACTORS .....	6
6. PROHIBITED INTERESTS.....	7
7. DISTRICT'S INSPECTOR.....	7
8. ARCHITECT'S STATUS.....	8
9. NOTICE OF TAXABLE POSSESSORY INTEREST .....	8
10. ASSIGNMENT OF ANTITRUST ACTIONS .....	8
11. OTHER CONTRACTS .....	9
12. OCCUPANCY.....	10
13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT .....	10
14. BONDS.....	12
15. SUBSTITUTION OF SECURITIES .....	12
16. FIRE INSURANCE.....	13
17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE .....	13
18. WORKERS' COMPENSATION INSURANCE .....	14
19. PROOF OF CARRIAGE OF INSURANCE .....	14
20. DRAWINGS AND SPECIFICATIONS.....	15
21. OWNERSHIP OF DRAWINGS.....	17
22. DETAIL DRAWINGS AND INSTRUCTIONS .....	17
23. SHOP DRAWINGS.....	18
24. LAYOUT AND FIELD ENGINEERING .....	20
25. SOILS INVESTIGATION REPORT .....	20
26. TESTS AND INSPECTIONS.....	21
27. TRENCHES.....	22
28. DOCUMENTS ON WORK.....	23
29. STATE AUDIT.....	23
30. SUBSTITUTIONS.....	23
31. SAMPLES.....	25
32. PROGRESS SCHEDULE .....	26
33. MATERIALS AND WORK.....	27
34. INTEGRATION OF WORK .....	28
35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS .....	29
36. SURVEYS .....	29
37. EXISTING UTILITY LINES; REMOVAL, RESTORATION.....	29

38.	WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.....	30
39.	ACCESS TO WORK.....	30
40.	PAYMENTS BY CONTRACTOR .....	30
41.	INSPECTOR'S FIELD OFFICE.....	31
42.	UTILITIES.....	31
43.	SANITARY FACILITIES.....	31
44.	CLEANING UP .....	32
45.	PATENTS, ROYALTIES, AND INDEMNITIES .....	32
46.	GUARANTEE .....	32
47.	DUTY TO PROVIDE FIT WORKERS .....	34
48.	WAGE RATES, TRAVEL AND SUBSISTENCE.....	34
49.	HOURS OF WORK.....	35
50.	PAYROLL RECORDS.....	36
51.	APPRENTICES .....	37
52.	LABOR - FIRST AID.....	39
53.	PROTECTION OF PERSONS AND PROPERTY .....	39
54.	NON-DISCRIMINATION .....	40
55.	SCHEDULE OF VALUES AND PERIODICAL ESTIMATES .....	40
56.	CONTRACTOR CLAIMS .....	41
57.	DISPUTES - ARCHITECT'S DECISIONS .....	41
58.	PAYMENTS.....	42
59.	CHANGES AND EXTRA WORK .....	43
60.	COMPLETION.....	49
61.	ADJUSTMENTS TO CONTRACT PRICE.....	49
62.	CORRECTION OF WORK.....	49
63.	EXTENSION OF TIME - LIQUIDATED DAMAGES.....	50
64.	PAYMENTS WITHHELD.....	50
65.	TAXES .....	52
66.	NO ASSIGNMENT .....	52
67.	NOTICE.....	52
68.	NO WAIVER.....	53
69.	NON-UTILIZATION OF ASBESTOS MATERIAL .....	53
70.	LEAD .....	54
71.	CRIMINAL RECORDS CHECK.....	54
72.	DISABLED VETERAN BUSINESS ENTERPRISES .....	55
73.	TOBACCO FREE POLICY .....	55
74.	GOVERNING LAW .....	55

## GENERAL CONDITIONS

### ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in plans, specifications, drawings, and/or Project Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Project Documents prior to the bid deadline.
- (c) Approval means written authorization by ARCHITECT or DISTRICT.
- (d) Agreement includes collectively all Project Documents.
- (e) Project Documents includes collectively, to wit: Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractor form, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order forms, Shop Drawing Transmittals form, Insurance Certificates and Endorsements, Guarantee form, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) CONTRACTOR or DISTRICT are those mentioned as such in the Agreement. They are treated throughout the Project Documents as if they are of singular number and neuter gender.
- (g) DISTRICT is the Governing Board or its duly authorized representative.
- (h) Locality in which the work is performed means the county and city in which the work is done.
- (i) Project is the planned undertaking as provided for in the Project Documents by DISTRICT and CONTRACTOR.
- (j) Provide shall include "provide complete in place," that is, "furnish and install."
- (k) Safety Orders are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.

(l) 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.

(m) Subcontractor, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications, but does not include one who merely furnishes material not so worked.

(n) Surety is the person, firm, or corporation that executes as a California admitted surety insurer, the CONTRACTOR's Bid Security, faithful performance bond and payment bond.

(o) Work of the CONTRACTOR or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the Project.

(p) Workers includes laborer, worker, or mechanic.

## ARTICLE 2. STATUS OF CONTRACTOR

(a) CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Project Documents.

(b) Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.

## ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR's entity, CONTRACTOR shall first notify the DISTRICT in writing and cooperate with DISTRICT in making such changes as the DISTRICT may request in the Project Documents.

#### ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

(a) During progress of the work, CONTRACTOR shall keep on the work site a competent superintendent satisfactory to DISTRICT. Before commencing the work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such superintendent. If Superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the Superintendent with one acceptable to the DISTRICT. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing and replace said Superintendent with one acceptable to the DISTRICT. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if given to CONTRACTOR.

(b) CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Project Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall carefully study and compare the Project Documents with each other, and shall at once report to the ARCHITECT any errors, inconsistencies, or omissions discovered. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Project Documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

(c) The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the DISTRICT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

(d) Omissions from the plans, drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.

(e) The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Project Documents.

#### ARTICLE 5. SUBCONTRACTORS

(a) CONTRACTOR agrees to bind every subcontractor by terms of the Project Documents as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of the work, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Project Documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall the contract documents be construed to be for the benefit of any subcontractor.

(b) DISTRICT's consent to any subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Project Documents and no such consent shall be deemed to waive any provision of any Project Document.

(c) CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et. seq.

(d) In accordance with Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Section 7058 of the Public Contract Code), all of the work to be performed outside of the CONTRACTOR's license specialty shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et seq.

(e) A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Project Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with Article 13 of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT'S opinion the subcontractor fails to comply with the requirements of the

Project Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

#### ARTICLE 6. PROHIBITED INTERESTS

No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly interested financially in this Project or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with construction of Project shall become directly or indirectly interested financially in this Project or in any part thereof. CONTRACTOR shall receive no compensation and shall repay DISTRICT for any compensation received by CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly participate in violation of this Article 6.

#### ARTICLE 7. DISTRICT'S INSPECTOR

- (a) One or more Inspector(s), including special inspectors, as required, will be employed by DISTRICT and will be assigned to the Project.
- (b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Project Documents or order extra work and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense and there will be no delay damages incurred by DISTRICT for such work.
- (c) No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He/she shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill the Project Documents. Inspector or ARCHITECT shall have authority to stop work whenever provisions of Project Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.
- (d) CONTRACTOR understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other DISTRICT projects and may not therefore be available on site during the entire work day. It shall be the responsibility of CONTRACTOR to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections.

## ARTICLE 8. ARCHITECT'S STATUS

- (a) The ARCHITECT shall be the DISTRICT's representative during construction and shall observe the progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Project Documents. ARCHITECT shall have authority to stop work whenever such stoppage may be necessary in ARCHITECT'S reasonable opinion to ensure the proper execution of the Project Documents.
- (b) The ARCHITECT shall be, in the first instance, the judge of the performance of the work. ARCHITECT shall exercise authority under the Project Documents to enforce CONTRACTOR's faithful performance.
- (c) The ARCHITECT shall have all authority and responsibility established by law. The ARCHITECT has the authority to enforce compliance with the Project Documents and the CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.
- (d) On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR pursuant to the decision of the ARCHITECT shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.
- (e) General supervision and direction of the work by the ARCHITECT shall in no way imply that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents.

## ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

## ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides:

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 awarding body (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. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases 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 final payment to the contractor, without further acknowledgment by the parties.

CONTRACTOR, for itself and all subcontractors, agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Agreement. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR, and CONTRACTOR shall require assignments from all subcontractors to comply herewith.

#### ARTICLE 11. OTHER CONTRACTS

(a) DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with such other contractors.

(b) If any part of CONTRACTOR's work depends for proper execution or results upon work of any other contractor, the CONTRACTOR shall inspect and promptly report to ARCHITECT in writing any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to DISTRICT for that work which it failed to inspect or should have inspected. CONTRACTOR's failure to inspect and report shall constitute its acceptance of other contractor's work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of CONTRACTOR's work.

(c) To ensure proper execution of its subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the ARCHITECT in writing any discrepancy between executed work and Project Documents.

(d) 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 to the end that CONTRACTOR may perform this Agreement in the light of such other contracts, if any.

(e) Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at site of Project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other

contract or contracts, 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.

(f) 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 on Project, or caused by any decision or omission of DISTRICT respecting the order of precedence in performance of contracts.

## ARTICLE 12. OCCUPANCY

DISTRICT reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the work. Beneficial occupancy of building(s) does not commence any warranty period nor shall it entitle CONTRACTOR to any additional compensation due to such occupancy.

## ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) Termination for Cause. If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then CONTRACTOR shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to DISTRICT for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, CONTRACTOR shall be excluded from the worksite and not be entitled to receive any further payment until work is finished to DISTRICT's satisfaction.

(b) In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

(c) The expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, shall be a charge against CONTRACTOR and CONTRACTOR agrees that the charge may be deducted from any money due or becoming due to CONTRACTOR from DISTRICT or CONTRACTOR shall pay the charge to the DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. The surety shall become liable for payment should CONTRACTOR fail to pay in full any cost incurred by the DISTRICT.

(d) Nonappropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.

## ARTICLE 14. BONDS

Unless otherwise specified in Special Conditions, CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this Agreement and shall furnish a separate bond in an amount of one hundred percent (100%) of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonds shall be in the form set forth in these Project Documents.

## ARTICLE 15. SUBSTITUTION OF SECURITIES

(a) Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR's request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under this Agreement if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable to DISTRICT, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:

(1) CONTRACTOR shall be the beneficial owner of any securities substituted for retention funds withheld and shall receive any interest thereon.

(2) All expenses relating to the substitution of securities under said Section 22300 and under this Article 15, including, but not limited to DISTRICT's overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of the CONTRACTOR.

(3) If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part of the Project Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents.

(4) Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Agreement.

(b) To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement . Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the DISTRICT determines to withhold, CONTRACTOR shall immediately, and at CONTRACTOR's expense, deposit additional security qualifying

under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.

(c) In the alternative, under Section 22300, CONTRACTOR, at its own expense, may request DISTRICT to make payment of earned retention funds directly to the escrow agent. Also at the expense of CONTRACTOR, CONTRACTOR may direct investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investment upon the same conditions as shown in paragraph (a) for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from DISTRICT, pursuant to the terms of Section 22300.

(d) If any provision of this Article 15 shall be found to be illegal or unenforceable, then, notwithstanding, this Article 15 shall remain in full force and effect, and such provision shall be deemed stricken.

#### ARTICLE 16. FIRE INSURANCE

CONTRACTOR will procure at CONTRACTOR's own expense, and before commencement of any work under this Agreement, fire insurance on the Project. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by DISTRICT. CONTRACTOR shall submit proof of insurance and shall provide endorsements on forms provided by the DISTRICT or on forms approved by the DISTRICT.

#### ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) CONTRACTOR shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CONTRACTOR and DISTRICT from all claims for personal injury, including accidental death, to any person (including, as to DISTRICT, injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under this Agreement, in amounts as set forth in the Agreement.

(b) CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance in like amounts or insure the activities of its subcontractors in CONTRACTOR's own policy.

(c) CONTRACTOR, during the progress of the work and until final acceptance of the work by DISTRICT upon completion of the entire Agreement, shall maintain Builder's Risk/ "All Risk," course-of-construction insurance in an amount not less than as set forth in the Agreement. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for ARCHITECT's services and expenses required as a result of such insured loss upon the entire work which is the subject of the

Project Documents, including completed work and work in progress to the full insurable amount thereof. The risk of damage to the work due to the perils covered by the Builder's Risk/"All Risk" Insurance, as well as any other hazards which might result in damage to the work, is that of CONTRACTOR and the surety, and no claims for such loss or damage shall be recognized by DISTRICT nor will such loss or damage excuse the complete and satisfactory performance of the Agreement by CONTRACTOR.

(d) CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project.

#### ARTICLE 18. WORKERS' COMPENSATION INSURANCE

(a) In accordance with the provisions of Section 3700 of the Labor Code, the CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.

(b) The CONTRACTOR shall provide, during the life of the Agreement, workers' compensation insurance for all of its employees engaged in work under this Agreement, on or at the site of the Project, and, in case any of its work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. 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 Agreement, on or at the site of the Project, is not protected under the workers' compensation statute, the CONTRACTOR shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. The CONTRACTOR shall file with the DISTRICT certificates of its insurance protecting workers and a thirty (30) day notice shall be provided to DISTRICT before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such endorsements shall be submitted concurrently with the Project Documents.

#### ARTICLE 19. PROOF OF CARRIAGE OF INSURANCE

(a) CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until all required insurance certificates and endorsements from admitted surety insurers have been obtained and delivered in duplicate to and approved by DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project. CONTRACTOR shall provide proof of insurance on DISTRICT approved forms without revisions.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

(3) Statement that the DISTRICT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.

(c) In case of CONTRACTOR's failure to provide insurance as required by the Agreement, the DISTRICT may, at DISTRICT's option, take out and maintain at the expense of the CONTRACTOR, such insurance in the name of CONTRACTOR, or subcontractor, as the DISTRICT may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the CONTRACTOR under this Agreement.

## ARTICLE 20. DRAWINGS AND SPECIFICATIONS

(a) Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

(b) Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Project Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and 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.

(c) Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT. Before commencing any portion of the work, CONTRACTOR shall carefully examine all drawings and specifications and other information given to CONTRACTOR. CONTRACTOR shall immediately notify ARCHITECT and DISTRICT in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If CONTRACTOR or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Project Documents, which it knows or should have known to be in error, inconsistent, or

ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In the event ARCHITECT determines that CONTRACTOR's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the CONTRACTOR or his/her subcontractors, CONTRACTOR shall be required to pay ARCHITECT's reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.

(d) Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the ARCHITECT in writing, and any necessary changes shall be adjusted as provided in the Article entitled "Changes and Extra Work;" provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to DISTRICT.

(e) Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

(f) It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade.

(g) The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.

(h) ARCHITECT will furnish to CONTRACTOR one (1) complete set of blue-line prints for posting of changes. Additional blue-line prints shall be provided by ARCHITECT upon payment by CONTRACTOR. During the construction period, CONTRACTOR shall maintain the set of blue-line prints in a satisfactory record condition, and shall thoroughly and neatly post, as they occur, all additions, deletions, corrections and/or revisions in the actual construction of the Project. The record drawings must be posted monthly and be current prior to each submission of each certificate of payment.



## ARTICLE 21. OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Project Documents and copies thereof furnished by DISTRICT are DISTRICT'S property. They are not to be used in other work and are to be returned to DISTRICT on request at completion of work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT.

## ARTICLE 22. DETAIL DRAWINGS AND INSTRUCTIONS

(a) In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Project Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT of the relationship of the request to the critical path of construction.

(b) Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.

(c) The ARCHITECT will furnish necessary additional details to more fully explain the work, which details shall be considered as part of the Project Documents.

(d) Should any details be more elaborate, in the opinion of the CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice thereof to the ARCHITECT within five (5) days of the receipt of same. In case no notice is given to the ARCHITECT within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then it will be considered, and if found justified, the ARCHITECT will either modify the drawings or shall recommend to DISTRICT a change order for the extra work involved.

(e) All parts of the described and shown construction shall be of the best quality of their respective kinds and the CONTRACTOR is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the ARCHITECT such directions and/or drawings as may be necessary for the proper performance of the work.

(f) If it is found at any time, before or after completion of the work, that the CONTRACTOR has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the ARCHITECT shall make a recommendation: (1) that all such improper work should be removed, remade and replaced, and all work disturbed by these changes be made good at the CONTRACTOR's expense; or (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. ARCHITECT shall

determine such difference in value. The DISTRICT, at its option, may pursue either recommendation made by the ARCHITECT.

### ARTICLE 23. SHOP DRAWINGS

(a) CONTRACTOR shall check and verify all field measurements and shall submit to ARCHITECT within \_\_\_\_ ( ) calendar days of the date specified on the Notice to Proceed \_\_\_\_ ( ) copies, checked and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades. ARCHITECT shall review such drawings, schedules and materials list only for conformance with design concept of Project and compliance with information given in Project Documents, and return as approved or disapproved with guidance as to required corrections within \_\_\_\_ ( ) calendar days. CONTRACTOR shall make any corrections required by ARCHITECT, file three (3) corrected copies with ARCHITECT, and furnish such other copies as may be needed for construction within \_\_\_\_ ( ) calendar days. ARCHITECT'S approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT'S attention to such deviations at time of submission and secured ARCHITECT'S written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

(b) All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications.

(c) The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.

(d) Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Division of State Architect (DSA) if required, and the ARCHITECT, and to accommodate the rate of construction progress required under the Project Documents. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.

(e) All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format bound herein. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the ARCHITECT with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.

(f) Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that

expediency indicates review of the group or package as a whole. At its option, the CONTRACTOR or Supplier may obtain from the ARCHITECT quantities of the shop drawing transmittal form at reproduction cost.

(g) CONTRACTOR's review and approval of shop drawings shall include the following stamp:

"The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this project.

---

Signature of CONTRACTOR"

(h) Within \_\_\_\_\_ ( ) calendar days after receipt of shop drawings, the ARCHITECT will return one or more prints of each drawing to CONTRACTOR with his or her comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.

(i) If prints of the shop drawing are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked "REJECTED RESUBMIT," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT.

(j) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Project Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such

review operate to waive or modify any provision contained in the Project Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility.

(k) No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Project Documents. The CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.

(l) Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.

(m) Calculations of a structural nature must be approved by the Division of State Architect.

(n) THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE ARCHITECT OF SAID DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED HEREINBEFORE AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND FIFTEEN (15) CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.

#### ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out of this work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. Such work shall be done by a qualified civil engineer approved by the ARCHITECT. Any required "Record" drawings of site development shall be prepared by the approved civil engineer.

#### ARTICLE 25. SOILS INVESTIGATION REPORT

(a) When a soils investigation report has been obtained from test holes at the site, such report is available for the CONTRACTOR's use in preparing its bid and work under this Agreement. Such report shall not be part of the Agreement. Any information obtained from such report or any information given on drawings as to surface and subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate

only, is not guaranteed and does not form a part of the Agreement. CONTRACTOR is required to make a visual examination of site and must make whatever test CONTRACTOR deems appropriate to determine surface and subsurface soil conditions. If, during the course of work under this Agreement, CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, then CONTRACTOR shall notify the DISTRICT within five (5) working days of discovery of the condition.

**WARNING:** DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE NOR ANY INFORMATION CONTAINED IN ANY SOILS REPORT. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTOR'S INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

(b) CONTRACTOR agrees that no claim against DISTRICT will be made by CONTRACTOR for damages and hereby waives any rights to damages in the event that during progress of work CONTRACTOR encounters subsurface or latent conditions at the worksite materially different from those shown on drawings or indicated in specifications.

#### ARTICLE 26. TESTS AND INSPECTIONS

(a) Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project.

(b) If the Agreement, DISTRICT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT's Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT's Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense in compliance with the Agreement. Costs of tests, inspections and any materials found to be not in compliance with the Agreement shall be paid for by CONTRACTOR. Other costs for test and inspection shall be paid by the DISTRICT.

ARTICLE 27. TRENCHES

(a) CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

(b) If this Agreement involves the excavation of any trench or trenches five (5) feet or more in depth, and the Project cost is in excess of \$25,000, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT for acceptance or to whomever DISTRICT designates which may include a registered civil or structural engineer employed by the DISTRICT to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Project Documents. 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 CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. Labor Code Section 6500 and 6705; Health and Safety Code Section 17922.5)

(c) If this Agreement involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply pursuant to Public Contract Code section 7104:

(1) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:

(i) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(ii) Subsurface or latent physical conditions at the site different from those indicated.

(iii) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(2) The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for,

performance of any part of the work shall issue a change order under the procedures described in the Project Documents.

(3) In the event a dispute arises between the DISTRICT and the CONTRACTOR, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Project Documents, but shall proceed with all the work to be performed under the Project Documents. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

#### ARTICLE 28. DOCUMENTS ON WORK

CONTRACTOR shall keep on the job site at all times one legible copy of all Project Documents, including addenda and change orders, and all approved drawings, plans, schedules and specifications. Said Documents shall be kept in good order and available to ARCHITECT, ARCHITECT's representatives, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project.

#### ARTICLE 29. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this Agreement .

#### ARTICLE 30. SUBSTITUTIONS

(a) Prior to Bid Opening. Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request at least ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the project.

(b) After Bid Opening and Prior to Award of Contract. If the bidder clearly indicates in its bid that it is proposing to use an "equal" product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided in the bid or shall

be otherwise clearly identified in the bid. If the bidder fails to indicate an "equal" product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed "equal" item, the bidder will then supply the material, process, service or equipment designated by brand name or trade name or a substitute therefore which meets with the approval of the DISTRICT.

With respect to all proposed substitutions of "equal" items, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions within \_\_\_\_\_ ( ) days prior to the award of the contract. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the Project. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful bidder of the decision concerning the proposed substitution of "equal" items prior to the award of the contract. Also such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the bidder's failure to request the substitution of an item at the times and in the manner set forth herein.

(c) Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT or ARCHITECT approval.

(d) If material, process, service, or equipment offered by CONTRACTOR is not, in opinion of ARCHITECT, or DISTRICT, substantially equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. Burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. Provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of this Agreement nor shall DISTRICT or ARCHITECT authorize the submission of □or equal□ substantiating data within \_\_\_\_ ( ) days of the filing of the Notice of Completion on the Project.



(e) In the event CONTRACTOR furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then CONTRACTOR at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT's discretion.

(f) In the event CONTRACTOR furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded or credited by CONTRACTOR to DISTRICT.

(g) Price, fitness and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. (Government Code section 4330-4334)

#### ARTICLE 31. SAMPLES

(a) CONTRACTOR shall furnish for approval, within thirty-five (35) calendar days following award of contract, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the work. ARCHITECT shall review such samples, as to conformance with design concept of work and for compliance with information given in Project Documents and approve or disapprove same within ten (10) working days from receipt of same.

(b) Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.

(c) Samples shall, upon demand of ARCHITECT or DISTRICT, be submitted for tests or examinations and considered before incorporation of same into the work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.

## ARTICLE 32. PROGRESS SCHEDULE

- (a) Within five (5) calendar days after being awarded the contract, CONTRACTOR shall submit a progress schedule for DISTRICT's approval. The schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) or equivalent scheduling methodology for the value reporting, planning and scheduling, of all work required under the Project Documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished.
- (b) The scheduling is necessary for the DISTRICT's adequate monitoring of the progress of the work and shall be prepared in accordance with the time frame described in Article 4 of the Agreement. The DISTRICT may disapprove such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. CONTRACTOR shall adhere to any such modifications required by the DISTRICT.
- (c) CONTRACTOR will exchange scheduling information with subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.
- (d) The CONTRACTOR shall submit to DISTRICT a monthly schedule to reflect the actual sequence of the work which shall be totally separate and apart from the original progress schedule.
- (e) The CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within ten (10) calendar days if, at any time, the ARCHITECT or DISTRICT, consider the completion date to be in jeopardy. The revised schedule shall be designed to show how the CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as for the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. CONTRACTOR will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.
- (f) CONTRACTOR shall submit a revised schedule within ten (10) consecutive calendar days of CONTRACTOR's request for any extension of time. Failure to submit such schedule will result in CONTRACTOR waiving his/her right to obtain any extension of time.
- (g) IT IS AGREED THAT THE DISTRICT OWNS THE "FLOAT" ON THIS PROJECT. IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT's ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY

DELAY CLAIM OR DISRUPTION DAMAGES OR ANY OTHER DAMAGES DUE TO ANY SUCH REVISED SCHEDULE. NOTHING PROVIDED HEREIN SHALL BE CONSTRUED AS A DIRECT, INDIRECT OR IMPLICIT ACCELERATION ORDER TO THE CONTRACTOR.

(h) CONTRACTOR agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the ARCHITECT or the DISTRICT may result in delay in payment to CONTRACTOR.

### ARTICLE 33. MATERIALS AND WORK

(a) Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within specified time.

(b) Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

(c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. DISTRICT has no obligation to pay for any prefabricated material stored offsite until delivered and installed to the jobsite and inspected and approved by the inspector of record.

(d) CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.

(e) DISTRICT reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the CONTRACTOR.

(f) No materials, supplies, or equipment for work under this Agreement 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, 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 Agreement shall have any right to lien upon premises or any

improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

(g) Nothing contained in this Article 33, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in hand of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

(h) The title to new materials and/or equipment and attendant liability for its protection and safety, shall remain in the CONTRACTOR until incorporated in the work and accepted by the DISTRICT; no part of said materials and/or equipment shall be removed from its place of onsite/offsite storage except for immediate installation in the work; and CONTRACTOR shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the DISTRICT or its authorized representative.

#### ARTICLE 34. INTEGRATION OF WORK

(a) CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors or existing conditions showing upon, or reasonably implied by, the drawings and specifications, and shall follow all directions given by the Architect.

(b) All costs caused by defective or ill-timed work shall be borne by CONTRACTOR.

(c) CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without the written consent of the ARCHITECT. 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.

(d) 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 as required, at no additional cost to DISTRICT.

(e) CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused

such damage and not the DISTRICT. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

#### ARTICLE 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

- (a) Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractors' licenses in effect as required by law.
- (b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by DISTRICT, unless otherwise specified.
- (c) Permits and charges for installation, and inspection thereof, of utility services by serving utilities shall be secured and paid for by DISTRICT.

#### ARTICLE 36. SURVEYS

Surveys to determine location of property lines and corners will be supplied by DISTRICT. Surveys to determine locations of construction, grading, and site work, shall be provided by CONTRACTOR.

#### ARTICLE 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

- (a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing work under this Agreement, discovers utility facilities not identified by the DISTRICT in the plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing. CONTRACTOR shall be compensated according to the provisions governing changes in the work.
- (b) This Article 37 shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

(c) As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

#### ARTICLE 38. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

(a) CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work as indicated and specified.

(b) If CONTRACTOR observes that drawings or specifications are at variance therewith, CONTRACTOR shall promptly notify ARCHITECT in writing and any changes deemed necessary by the ARCHITECT shall be adjusted as provided for changes in work. If CONTRACTOR performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying requirements of such bodies or agencies.

#### ARTICLE 39. ACCESS TO WORK

DISTRICT and its representatives shall at all times have access to work wherever it is in preparation or progress. CONTRACTOR shall provide safe and proper facilities for such access so that DISTRICT's representatives may perform their functions.

#### ARTICLE 40. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

(1) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(2) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and

(3) To each of its subcontractors, not later than the 5th day following each payment to CONTRACTOR the respective amounts allowed CONTRACTOR on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

(4) Within seven (7) days from the time that all or any portion of the retentions are received by CONTRACTOR from DISTRICT, to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract. CONTRACTOR may withhold from a subcontractor its portion of the retentions if a bona fide dispute exists between the subcontractor and the CONTRACTOR. The amount withheld from the retention shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

#### ARTICLE 41. INSPECTOR'S FIELD OFFICE

CONTRACTOR shall provide for the exclusive use of Inspector a temporary field office to be located as directed by Inspector and to be maintained until removal is authorized by DISTRICT. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. A table satisfactory for study of plans and two chairs shall be provided by CONTRACTOR. CONTRACTOR shall provide and pay for adequate electric lights, telephone service (not a pay phone), and adequate heat for the field office until authorized removal.

#### ARTICLE 42. UTILITIES

(a) All utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the DISTRICT and ARCHITECT. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the DISTRICT and the ARCHITECT. In the event any utility service is interrupted without the required forty-eight (48) hours notice, then CONTRACTOR shall be liable for all damage suffered by DISTRICT due to the interruption. Upon completion of work, CONTRACTOR shall remove all temporary distribution systems.

(b) CONTRACTOR may, with written permission of DISTRICT, use DISTRICT's existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for the Project.

#### ARTICLE 43. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The toilet facilities shall be maintained in a sanitary condition at all

times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted.

#### ARTICLE 44. CLEANING UP

CONTRACTOR at all times shall keep work site free from debris such as waste, rubbish, and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove same. Upon completion of work, CONTRACTOR shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, the DISTRICT shall do so and the cost thereof shall be charged to the CONTRACTOR and deducted from any progress payment due.

#### ARTICLE 45. PATENTS, ROYALTIES, AND INDEMNITIES

The CONTRACTOR shall hold and save the DISTRICT and its governing board, officers, agents, and employees 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 this Agreement, including its use by the DISTRICT, unless otherwise specifically provided in the Project Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

#### ARTICLE 46. GUARANTEE

(a) CONTRACTOR warrants that the work (which includes any equipment furnished by CONTRACTOR as part of the materials) shall: (a) be free from defects in workmanship and material; (b) be free from defects in any design performed by CONTRACTOR; (c) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) be suitable for the use stated in the specifications.

(b) The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for one year if not so specified. If, during the warranty period, the work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

(c) District shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any



damage to any other part of the work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the DISTRICT and with due diligence and dispatch as required to make the work ready for use by DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design (unless of DISTRICT's design), removal, repair, replacement or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of work shall be performed at a time and in such a manner so as to minimize the disruption to DISTRICT's use of the work.

(d) In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired or replaced and made good at expense of CONTRACTOR and Surety who hereby agree to pay costs and charges therefore immediately on demand.

(e) If, in the opinion of the DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT's requirements for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents.

(f) This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to DISTRICT all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.

(g) All guarantees required under this Article shall be in writing on the Guarantee form included in the Project Documents.

(h) CONTRACTOR shall provide to DISTRICT instruction manuals for all items which require same.

(i) Nothing herein shall limit any other rights or remedies available to DISTRICT.

(j) The DISTRICT may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

#### ARTICLE 47. DUTY TO PROVIDE FIT WORKERS

- (a) CONTRACTOR and subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this Article.
- (b) Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT or ARCHITECT may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with written consent of DISTRICT.

#### ARTICLE 48. WAGE RATES, TRAVEL AND SUBSISTENCE

- (a) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code, the governing board of 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 work 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 with the Clerk of the DISTRICT's governing board and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the work site. Labor Code Section 1773.2. The rates are available on the Internet at [www.dir.ca.gov](http://www.dir.ca.gov) "Statistics & Research."
- (b) Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed.
- (c) CONTRACTOR shall pay and shall cause to be paid each worker engaged in 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.
- (d) CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.8.
- (e) If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice Calling for Bids or the contract subsequently awarded.
- (f) Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to the DISTRICT, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each

worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by CONTRACTOR or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of the CONTRACTOR's mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage, or the previous record of the CONTRACTOR in meeting his or her prevailing rate of per diem wage obligations, or the CONTRACTOR's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the CONTRACTOR had knowledge of his or her obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by the CONTRACTOR.

(g) Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

(h) Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8.

(i) CONTRACTOR shall post at appropriate conspicuous points on the site of the Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

#### ARTICLE 49. HOURS OF WORK

(a) As provided in Article 3, (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any subcontractor on any subcontract under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be limited and restricted by the Agreement to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

(b) The CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work

or any part of the work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations.

(c) Pursuant to Labor Code Section 1813, the CONTRACTOR shall pay to the DISTRICT a penalty of Twenty-Five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(d) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

#### ARTICLE 50. PAYROLL RECORDS

(a) Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Agreement to keep an accurate payroll record, showing the name, address, social security number, work classification, 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 CONTRACTOR in connection with the work.

(b) The payroll records enumerated under subdivision (a) shall be certified and 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 enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection upon request by the public or copies thereof made; provided, however, that a request by the public shall be made through either 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), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

(4) The form of certification shall be as follows:

I, \_\_\_\_\_ (Name-print), the undersigned, am \_\_\_\_\_ (position in business) with the authority to act for and on behalf of \_\_\_\_\_ (Name of business and/or CONTRACTOR), certify under penalty of perjury that the records or copies thereof submitted and consisting of \_\_\_\_\_ (description, number of pages) are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

(c) Contractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR fails to comply within the 10-day period, the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit Twenty-Five Dollars (\$25) 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.

(d) Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR shall not be marked or obliterated.

(e) The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.

(f) It shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article 50 and the provisions of Labor Code Section 1776.

#### ARTICLE 51. APPRENTICES

(a) The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article 51 and with Labor Code Section 1777.5 for all apprenticing occupations.

(b) Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

(c) Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

(d) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

(e) Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade in performing any work under this Agreement shall employ apprentices in at least the ratio set forth in Section 1777.5 and apply to the applicable joint apprenticeship committee for a certificate approving the CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.

(f) Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed and the approximate dates the apprentices will be employed.

(g) If the CONTRACTOR or subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Chief of the Division of Apprenticeship Standards, the CONTRACTOR or subcontractor shall be subject to the penalties imposed under Labor Code Section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.

(h) The CONTRACTOR and all subcontractors shall comply with Labor Code Section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

(i) CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200, et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8<sup>th</sup> Floor, San Francisco, California 94102, (415) 703-4920.

ARTICLE 52. LABOR - FIRST AID

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Sec. 651, et seq.).

ARTICLE 53. PROTECTION OF PERSONS AND PROPERTY

(a) 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 Agreement 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. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. 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) CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers 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 the work site and to provide a safe and healthful place of employment. 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 employee, 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. Name and position of person so designated shall be reported in writing to DISTRICT by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, 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 immediately by the CONTRACTOR at CONTRACTOR's expense.

(c) In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the DISTRICT.

(d) 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.

(e) CONTRACTOR shall (unless waived by the DISTRICT in writing):

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

(2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

(3) Deliver materials to building area over route designated by ARCHITECT.

(4) When directed by DISTRICT, take preventive measures to eliminate objectionable dust.

(5) Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

(6) 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 civil engineer at no cost to the DISTRICT.

#### ARTICLE 54. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

#### ARTICLE 55. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

(a) CONTRACTOR shall furnish on form(s) approved by DISTRICT:



(1) Within ten (10) calendar days of award of contract a detailed schedule of values giving complete breakdown of contract price for each component of the Project or site which shall include all subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values; and

(2) A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.

(3) Within ten (10) calendar days of request of DISTRICT, a schedule of estimated monthly payments which shall be due CONTRACTOR under the Agreement.

(b) Values employed in making up any of these schedules are subject to the ARCHITECT's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

#### ARTICLE 56. CONTRACTOR CLAIMS

If the CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, CONTRACTOR shall, within five (5) calendar days after sustaining of such damage, make to the ARCHITECT a written statement of the damage sustained. On or before the 15th day of the month succeeding that in which such damage shall have been sustained the CONTRACTOR shall file with the DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, CONTRACTOR's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

#### ARTICLE 57. DISPUTES - ARCHITECT'S DECISIONS

(a) The ARCHITECT shall, within a reasonable time, make decisions on all matters relating to the CONTRACTOR's execution and progress of the work. The decisions of the ARCHITECT shall not be binding, but shall be advisory only on the CONTRACTOR for the purpose of CONTRACTOR's obligation to proceed with the work.

(b) Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the DISTRICT of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be subject to the settlement procedures set forth in Public Contract Code Section 20104, et seq. which provisions are incorporated herein by reference.

(c) In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Agreement nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

#### ARTICLE 58. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the DISTRICT of the monthly progress schedule and an undisputed, properly submitted payment request from CONTRACTOR which has been certified for payment by the Architect, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of value of work performed and of materials delivered to the jobsite and inspected and approved by the inspector of record and subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Public Contract Code Section 20104.50 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR. CONTRACTOR AGREES TO THE FIVE PERCENT (5%) RETENTION ON ALL PROGRESS PAYMENTS. Public Contract Code Section 9203.

(b) DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment: (i) certified payroll covering the period of the prior application for payment; (ii) unconditional waivers and releases from all subcontractors/suppliers for which payment was requested under the prior application for payment; and/or (iii) receipts or bills of sale for any items. CONTRACTOR agrees that payment may be contingent upon District receiving any one or more of these documents.

(c) Before payment is made hereunder, a certificate in writing shall be obtained from the ARCHITECT stating that the work for which the payment is demanded has been performed in accordance with the terms of the Project Documents and that the amount stated in the certificate is due under the terms of the Project Documents, which certificate shall be attached to and made a part of the claim made and filed with the DISTRICT,

provided that if the ARCHITECT shall, within three (3) days after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its claim with the DISTRICT without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said claim as presented or shall, by an order entered on the minutes of said DISTRICT state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but advisory only.

(d) Upon receipt of CONTRACTOR's payment request, DISTRICT shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is proper. Any payment request determined not to be proper shall be returned to the CONTRACTOR as soon as practicable but not later than seven (7) days after receipt and shall be accompanied by a document setting forth in writing the reasons(s) why the payment request was not proper. Public Contract Code Section 20104.50

(e) NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK.

(f) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Agreement, CONTRACTOR shall submit to DISTRICT, in writing a summary of all claims for compensation under or arising out of this Agreement which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of this Agreement, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.

(g) CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received within seven (7) days from the time that all or any portion of the retention are received by the CONTRACTOR subject to any limitations set forth in Public Contract Code Section 7107(e).

(h) The final payment of the five percent (5%) retention of the value of the work done under this Agreement, if unencumbered, shall be made thirty-five (35) days after recording by the DISTRICT of the Notice of Completion at the County Recorder's Office. APPROVAL OF COMPLETION OF THE PROJECT WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT. Public Contract Code Section 7107.

#### ARTICLE 59. CHANGES AND EXTRA WORK

(a) DISTRICT may, as provided by law and without affecting the validity of this Agreement, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, contract sum being

adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. DISTRICT has discretion to order changes on a "time and material" basis with adjustments to time made after CONTRACTOR has justified through documentation the impact on the critical path of the Project.

(b) Notwithstanding any other provision in the Project Documents, the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to subparagraph (e) of this Article 59. The entire compensation shall not include any additional charges not set forth in subparagraph (e) and shall not include delay damages (due to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (e) of this Article 59.

(c) In giving instructions, ARCHITECT shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the Project. The DISTRICT's Assistant Superintendent of Business Services may authorize changes in work involving a change in cost that does not exceed Fifteen Thousand Dollars \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from DISTRICT, authorized by action of the governing board, and no claim for addition to contract sum shall be valid unless so ordered.

(d) If the ARCHITECT determines that work required to be done constitutes extra work outside the scope of the Agreement, the ARCHITECT shall send a request for a detailed proposal to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five (5) calendar days of receipt of the Request for Proposal which shall include a complete itemized cost breakdown of all labor and materials showing actual quantities, hours, unit prices, and the wage rates required for the change. If the change order involves a change in construction time, a request for the time change shall accompany the change order cost breakdown. All such requests for time shall be specified by CONTRACTOR as either "work days" or "calendar days." Any request for time received with only the designation of "days" shall be considered calendar days. The term "work days" as used in this paragraph shall mean Monday through Friday, excluding Saturdays, Sundays and federal/State of California observed holidays. If the work is to be performed by a subcontractor, CONTRACTOR must include a bid from the subcontractor containing the same detailed information as required for CONTRACTOR. No extensions of time will be granted for change orders that, in the opinion of the ARCHITECT, do not affect the critical path of the Project.

(e) Value of any such extra work, change, or deduction shall be determined at the discretion of DISTRICT in one or more of the following ways:

(1) By mutual written acceptance of a lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation by DISTRICT and ARCHITECT.

(2) By unit prices contained in CONTRACTOR's original bid and incorporated in the Project Documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR.

(3) By cost of material and labor and percentage for overhead and profit ("time and material"). If the value is determined by this method the following requirements shall apply:

(A) Daily Reports by Contractor.

(i) General. At the close of each working day, the CONTRACTOR shall submit a daily report to the ARCHITECT and the Inspector, on forms approved by the DISTRICT, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the ARCHITECT and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

(ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.

(iii) Materials. The report shall describe and list quantities of materials used and unit cost.

(iv) Equipment. The report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost.

(v) Other Services and Expenditures. Other services and expenditures shall be described in such detail as the DISTRICT may require.

(B) Basis for Establishing Costs

(i) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, 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. The use of 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. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work 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.

(iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an invoice is not provided.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the DISTRICT than holding it at the work site, it shall be returned, unless the CONTRACTOR elects to keep it at the work site at no expense to the DISTRICT.

All equipment shall be acceptable to the ARCHITECT, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

(iv) 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.

(v) Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. 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 report.

(C) The following form shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deductions to the Agreement.

	<u>EXTRA</u>	<u>CREDIT</u>
i. Material/Equipment (attach itemized quantity and unit cost plus sales tax)	_____	_____
ii. Labor (attach itemized hours and rates)	_____	_____
iii. Subtotal	_____	_____
iv. If subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 15% of Item iii. above	_____	_____
v. Subtotal	_____	_____
vi. General Contractor's Overhead and Profit, not to exceed 15% of Item v if Contractor performed the work. If subcontractor performed the work, not to exceed 5% of Item v. Of portions performed by Contractor and subcontractors, portions performed by Contractor shall not exceed 15% of Item V, and portions performed by Subcontractor shall not exceed 5% of Item v.	_____	_____
vii. Subtotal	_____	_____
viii. Bond and Liability Insurance Premium, if in fact additional bonds or insurance were actually purchased, not to exceed 1% of		

Item vii. \_\_\_\_\_

ix. Total \_\_\_\_\_

(4) 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 CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT. ANY COSTS OR EXPENSES NOT INCLUDED ARE DEEMED WAIVED. FOR PURPOSES OF DETERMINING THE COST, IF ANY, OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSION HEREUNDER, ALL TRADE DISCOUNTS, REBATES, REFUNDS, AND ALL RETURNS FROM THE SALE OF SURPLUS MATERIALS AND EQUIPMENT SHALL ACCRUE AND BE CREDITED TO CONTRACTOR, AND CONTRACTOR SHALL ENSURE THAT SUCH DISCOUNTS, REBATES, REFUNDS, AND RETURNS MAY BE SECURED, AND THE AMOUNT THEREOF SHALL BE ALLOWED AS A REDUCTION OF CONTRACTOR'S COST IN DETERMINING THE ACTUAL COST OF CONSTRUCTION FOR PURPOSES OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSIONS IN THE WORK AS PROVIDED HEREIN.

(f) If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Agreement, CONTRACTOR shall notify the DISTRICT, in writing, of such claim within five (5) calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual bases for the claim and cite in detail the Project Documents (including plans and specifications) upon which the claim is based. The CONTRACTOR's failure to notify the DISTRICT within such five (5) day period shall be deemed a waiver and relinquishment of such a claim. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions.

(g) “PROHIBITED USAGE OF CONTRACTOR QUALIFYING LANGUAGE STAMPS ON DISTRICT DRAWINGS OR CONTRACT FORMS.” Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the DISTRICT and the CONTRACTOR. Endorsement of a contract, change order, specification, drawing or form with the following: “This change order is being executed without waiver of the right to seek additional compensation for such services,” shall be of no legal force or effect.



## ARTICLE 60. COMPLETION

(a) The DISTRICT shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work including punch list items shall have been completed to the satisfaction of the DISTRICT. Civil Code Section 3093. The work may only be accepted as complete by action of the DISTRICT's Governing Board.

(b) However, the DISTRICT, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the entire work including individual portions of the work shall have been completed to the satisfaction of the DISTRICT, except for minor corrective items, as distinguished from incomplete items.

(c) A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR's sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by the CONTRACTOR that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.

(d) If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the DISTRICT, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in Article 61(b) entitled "Adjustments to Contract Price."

## ARTICLE 61. ADJUSTMENTS TO CONTRACT PRICE

(a) If CONTRACTOR defaults or neglects to carry out the work in accordance with the Project Documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.

(b) 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 not done in accordance with the Project Documents, an equitable reduction in the contract price shall be made therefore.

## ARTICLE 62. CORRECTION OF WORK

(a) CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the Project Documents, whether incorporated or not.

CONTRACTOR shall promptly replace and re-execute its own work to comply with Project Documents 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.

(b) If CONTRACTOR does not remove such work 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) days' time thereafter, DISTRICT may, upon ten (10) days written notice, 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.

#### ARTICLE 63. EXTENSION OF TIME - LIQUIDATED DAMAGES

(a) The 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. CONTRACTOR shall be assessed liquidated damages for each and every day the work required under the Project Documents remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Project Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. Government Code Section 53069.85 for purposes of this article, the work shall be considered "complete" in accordance with the provisions of Article 60, "COMPLETION", except that the work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the work.

(b) CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall within ten (10) days of beginning of any such delay, notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

#### ARTICLE 64. PAYMENTS WITHHELD

(a) In addition to amount which DISTRICT may retain under Article entitled "COMPLETION" and Article entitled "PAYMENTS," DISTRICT may withhold a

sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS BY CONTRACTOR."
- (2) The cost of defective work which CONTRACTOR has not remedied.
- (3) Liquidated damages assessed against CONTRACTOR.
- (4) Penalties for violation of labor laws.
- (5) The cost of materials ordered by the DISTRICT pursuant to Article 33 entitled "MATERIALS AND WORK."
- (6) The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to CONTRACTOR.
- (7) Damage to DISTRICT, another contractor, or subcontractor.
- (8) Site clean-up as provided in Article 44 entitled "CLEANING UP."
- (9) Payments to indemnify, defend, or hold harmless the DISTRICT.
- (10) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.
- (11) Extra services for ARCHITECT.
- (12) Extra services for the INSPECTOR including but not limited to reinspection required due to CONTRACTOR's failed tests or installation of unapproved or defective materials and CONTRACTOR's requests for inspection and CONTRACTOR's failure to attend the inspection.
- (13) Failure of CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the Project Documents, including without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports.
- (14) Any other obligation(s) of the DISTRICT which the DISTRICT is authorized and/or compelled by law to perform.

(b) If the above grounds are in the opinion of the DISTRICT removed by or at the expense of CONTRACTOR, payment shall be made for amounts withheld because of them.

(c) DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. 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 determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

(d) As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total contract price as provided in Article 61 entitled "ADJUSTMENTS TO CONTRACT PRICE."

#### ARTICLE 65. TAXES

(a) 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 Project Documents.

(b) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT, upon request, will execute documents necessary to show (1) that the DISTRICT is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

#### ARTICLE 66. NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

#### ARTICLE 67. NOTICE

Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized

representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT, or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;
- (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR, or to CONTRACTOR's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Agreement, and sent by registered or certified mail with postage prepaid;
- (3) If notice is given to surety or other persons, by personal delivery to such surety or other person, or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

#### ARTICLE 68. NO WAIVER

The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

#### ARTICLE 69. NON-UTILIZATION OF ASBESTOS MATERIAL

- (a) The CONTRACTOR will be required to execute and submit the Certificate Regarding Non-Asbestos Containing Materials.
- (b) Should asbestos containing materials be installed by the CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:
  - (1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
  - (2) 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.

(3) The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.

(4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

(c) Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.

(d) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

#### ARTICLE 70. LEAD

Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the CONTRACTOR shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

#### ARTICLE 71. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The CONTRACTOR shall not permit an employee to come in contact with DISTRICT pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by CONTRACTOR is included in the Project Documents.

## ARTICLE 72. DISABLED VETERAN BUSINESS ENTERPRISES

Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises, established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. CONTRACTOR may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323-5478. The CONTRACTOR shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the CONTRACTOR shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

## ARTICLE 73. TOBACCO FREE POLICY

CONTRACTOR has been advised and is aware that DISTRICT has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. CONTRACTOR shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all CONTRACTOR's employees and subcontractors while on DISTRICT property. CONTRACTOR understands and agrees that should any employee or subcontractor of CONTRACTOR violate the DISTRICT's Board Policy after having already been warned once for violating DISTRICT's tobacco-free policy, CONTRACTOR shall remove the individual for the duration of the Project. CONTRACTOR shall not be entitled to any additional compensation and/or time in completing the Project for such removal.

## ARTICLE 74. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.