

**BOARD OF TRUSTEES**

Susan Brannon  
Dr. Gary Elder  
Clayton Moore  
Dr. Gabriel Stine  
Allen Williams



TO: POTENTIAL BIDDERS

FROM: VICTOR ELEMENTARY SCHOOL DISTRICT

DATE: March 20, 2023

SUBJECT: ENCLOSED BID PACKAGE

Dear Vendor,

Please take the time to carefully read the Instructions and General Conditions in the attached BID package. It is imperative that you structure your response to the enclosed BID in accordance with these conditions. Alternative Terms and Conditions will not be accepted and will result in your proposal being declared non-responsive.

Thank you for taking to time to submit your proposal. If you have any questions, please feel free to contact me at [apele@vesd.net](mailto:apele@vesd.net)

Thank you,

A handwritten signature in blue ink that reads "Ashley Pele".

Ashley Pele  
Purchasing Manager

Event	Details	Date	Time
<b>MANDATORY</b> Pre-Bid Job Walk	Beginning at VESD District Office 12219 Second Ave Victorville, CA 92395	April 3, 2023	8:00 a.m.
Last Day to submit RFI/Questions for Clarification of Explanations	Email to: <a href="mailto:apele@vesd.net">apele@vesd.net</a>	April 17, 2023	2:00 p.m.
Last Day to submit Prequalification Applications	Submit Online at: QualityBidders.com	April 18, 2023	2:00 p.m.
Responses to RFI/Questions for Clarification or Explanations sent to vendors	Emailed to anyone that attended job walk	April 20, 2023	4:00 p.m.
<b>PROPOSALS DUE</b>	Victor Elementary School District 12219 Second Ave Victorville, CA 92395	April 24, 2023	9:00 a.m.
Notice of Intent to Award	E-mailed to Bidders	April 25, 2023	4:00 p.m.
Recommendation for Award will be presented to the Board	Victor Elementary School District Board Room 12219 Second Ave Victorville, CA 92395	May 10, 2023	7:00 p.m.
Notice to Proceed	E-mailed to awarded bidder	May 11, 2023	4:00 p.m.
Anticipated Start Date	Project may begin	June 15, 2023	7:00a.m.
Project Completion Date	Project Completed	August 5, 2023	4:00 p.m.

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

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VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**NOTICE INVITING BIDS  
INSTRUCTIONS FOR BIDDERS**

NOTICE INVITING BIDS

School District: Victor Elementary School District

Bid Deadline: **9:00 A.M. of the 24<sup>th</sup> day of April, 2023**

Place of Bid Receipt: District Administration Building  
Purchasing Department  
12219 2<sup>nd</sup> Ave  
Victorville, CA 92395

Project Identification Name: **FLOORING PROJECT – MULTIPLE SITES BID #23-001**

NOTICE IS HEREBY GIVEN that the above-named School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as, "District", will receive up to but no later than the above stated time, sealed bids for the award of a contract for the above project.

**A MANDATORY PRE-BID CONFERENCE AND JOB WALK has been scheduled for this project. This mandatory pre-bid conference will be held Monday, April 3, 2023 beginning promptly at 8:00 a.m. at the VESD District Office, 12219 Second Ave, Victorville, CA 92395 with job walk to immediately follow. All prospective bidders who attend the job walk are required to attend and sign-in on the district issued sign-in sheet and participate in the entire job walk.**

As a condition of bidding and in accordance with the provisions of Section 20111.5 of the California Public Contract Code, prospective prime contract bidders are required to submit to the District proof of prequalification for the 2022 calendar year OR a completed prequalification questionnaire and financial statement. **All prequalification packets are to be submitted on Quality Bidders. All submissions must be completed by 2:00 p.m. on April 18, 2023.**

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above stated time and place.

Each Bid must conform and be responsive to the contract documents.

The District reserves the right to award the contract less any one or all deduct prices.

Bidders are advised that this contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprowagedetermination.htm> As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 <http://www.dir.ca.gov/Public-Works/PublicWorks.html> **A current DIR registration number must be included on each Bid Form.**

Each bid shall be made out on a form to be obtained at the Office of the Owner, **VICTOR ELEMENTARY SCHOOL DISTRICT**, Victorville, California. Each bid shall be sealed in a plain envelope with the name of the bidder and the name of the project marked plainly on the face of the envelope and filed with the said Board of Trustees prior to the **9:00 A.M., April 24, 2023**, deadline and will be opened and publicly read aloud shortly thereafter on that day in the office of the said Board of Trustees.

This contract is for a public work. Contractor and subcontractor shall pay all workers on the project at least the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations ("DIR") pursuant to Labor Code sections 1770 et seq. Prevailing wage rates are available online at: <http://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid or awarded a contract for public work unless currently registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.


Each bidder shall be a licensed contractor at the time the bid pursuant to the Business and Professions Code and such license(s) shall remain active and good standing for the duration of the contract. The bidder shall be licensed in one or more the following classifications:

**License Classification: Class C- 15**

All questions, inquiries, comments, or exceptions to the Bid materials must be submitted in writing to the attention of Ashley Pele via email at [apele@vesd.net](mailto:apele@vesd.net) no later than April 14, 2023.

First Publication	<b>March 20, 2023</b>
Second Publication	<b>March 27, 2023</b>
Pre-Qualification Documents due	<b>April 18, 2023 @ 2 P.M.</b>
Pre-Bid Conference/Job Walk	<b>April 3, 2023 @ 8:00 A.M.</b>
Last date to submit RFI Questions	<b>April 17, 2023 @ 2:00 P.M.</b>
Opening of Bids	<b>April 24, 2023 @ 9:00 A.M.</b>
District Name	<b>Victor Elementary School District</b>
County Name	<b>San Bernardino</b>
Governing Board	

By



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Ashley Pele

## INSTRUCTIONS FOR BIDDERS

1. Preparation of Bid Form: The DISTRICT invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Post Office date stamp will not suffice for bid deadline. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. Bid Security: Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance Bond and Payment Bond. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within **five (5)** calendar days after notification of the award of the contract to bidder, said security will be forfeited.
3. Signature: The bid must be signed in the name of the bidder in permanent ink and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder. It may not be stamped or otherwise reproduced.

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

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

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

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

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

4. Modifications: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**
5. Erasures, Inconsistent or Illegible Bids: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures



## INSTRUCTIONS FOR BIDDERS

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of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice Inviting Bids.

6. Requirements at Bid Opening: The following documents are required to be included in the sealed bid at bid opening or the bid must be refused: the Bid Form, Bid Bond, Designation of Subcontractors, and the Non-Collusion Affidavit (in accordance with Public Contracts Code Section 7106).
7. Examinations of Site and Contract Documents: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
8. Withdrawal of Bids: Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefore.

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

9. Agreements and Bonds: The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the form of the bonds which such CONTRACTOR will be required to furnish, are included in the contract documents and should be carefully examined by the bidder. Both Payment Bond and Performance Bond, each in an amount of one hundred percent (100%) of the amount of the contract will also be required if the bid is \$25,000.00 or more.
10. Interpretation of Plans and Documents: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the DISTRICT a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. **Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of contract documents.** No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
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. A person, firm, or corporation that has submitted to a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.
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. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible and responsive bidder from among those bidders responsive to the call for bids. In the event an award is made to bidder, and such bidder fails or refuses to execute the contract and provide the required documents within **five (5)** calendar days after

## INSTRUCTIONS FOR BIDDERS

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notification of the award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the contract documents as defined in the General Conditions.**

13. Prices: All prices must be valid for a minimum of eight (8) months after award of the contract.
14. Evidence of Responsibility: Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.
15. Listing Subcontractors: Each bidder shall submit with his bid, on the form furnished with the contract documents, a list of the names and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1%) of the bidder's total bid 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.
16. Workers' Compensation: In accordance with the provisions of Labor Code Section 3700, the successful bidder as the CONTRACTOR shall secure payment of compensation to all employees. The CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents.
17. Anti-Discrimination: It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The CONTRACTOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act (Government Code Section 12900 et seq.) and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by such CONTRACTOR.
18. Hold Harmless: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, the Inspector of Record, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this agreement or the contract documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, the Inspector of Record, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach. Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, the Inspector of Record, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

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- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the contract documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this agreement or the contract documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
  - (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with work covered by this agreement or the contract documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
  - (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.
19. Preference for Materials, One Product Specified: Unless the plans and specifications state that no substitution is permitted, whenever the contract documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
20. Communication: The CONTRACTOR must provide a Supervisor available on the work site at all times who can understand and communicate with all DISTRICT Supervisors.
21. Disqualification of Bidders and Proposals: More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the DISTRICT.
22. Unbalanced or Altered Bids: Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.
23. Contractor Registration and Labor Compliance Enforcement: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, unless excepted under Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
24. Wage Rates, Travel and Subsistence:
  - (a) Pursuant to Labor Code Section 1770 et seq., the Department of Industrial Relations website (<http://www.dir.ca.gov/OPRL/PWD/SOUTHERN.html>) is available to obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday work and overtime work in the locality in which this public work is to be performed for each craft, classification, or

## INSTRUCTIONS FOR BIDDERS

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type of worker needed to execute this contract and copies will be made available to any interested party on request. The CONTRACTOR shall obtain his/her own copies of the above referenced prevailing wage sheets from the Director of the Department of Industrial Relations and post a copy of such wage rates at the site.

- (b) Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1 ½) times the above.
  - (c) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract, as this is a public works project.
25. No Telephone or Facsimile Availability: No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.
26. Addenda and Change Orders: All Addenda and Change Orders shall comply with all requirements of Title 24 California Code of Regulations Section 4-338.
27. Prequalification: This Project may be subject to DISTRICT's prequalification procedures, therefore bidders may visit DISTRICT's Purchasing website [http://www.vesd.net/departments/administrative\\_services/purchasing](http://www.vesd.net/departments/administrative_services/purchasing) for further information on potential prequalification requirements, which may need to be completed and submitted in advance of applicable bid deadlines. The district uses QualityBidders.com, all applications must be submitted through Quality Bidders only.
28. A Bidder may protest the bidding process for the project only by filing a written protest with the District's Purchasing Manager, Ashley Pele, in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours prior to the scheduled board meeting; (b) clearly identify the Bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the Bidder for purposes of the protest; (c) clearly identify the specific Bidding process, RFP or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting Bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a Bidder other than as previously intended, or may award a contract to a Bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each Bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no Bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the Bidder may have to pursue a claim, demand or action

## INSTRUCTIONS FOR BIDDERS

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based on the bidding, any bids, and/or any contract awarded for the project.

29. Iran Contracting Act of 2010

The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. 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 Iran Contracting Act of 2010.

30. Anti-Discrimination

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation. All bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code sections 12940 et seq. and California Labor Code section 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the work on the Contract.

31. Public Records

All documents included in the Bids become the exclusive property of the District upon submittal to the District. All Bids and other documents submitted in response to the Notice Inviting Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code section 3426.1. A Bidder that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code sections 6250 et seq.

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**BID FORM**

**BID BOND**

**BID FORM**

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

1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the **DISTRICT WIDE FLOORING PROJECT #23-001** in the DISTRICT, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

3. BID:

This bid is for the **District Wide Flooring Project 23-001**.

TOTAL CASH PURCHASE PRICE OF ENTIRE BASE BID IN WORDS

\_\_\_\_\_ DOLLARS.

(\$ \_\_\_\_\_).

\* If there is a difference in numeric and written amounts, the lowest amount will prevail.

4. TIME FOR COMPLETION: The DISTRICT may give notice to proceed within three (3) months of the award of the bid by the DISTRICT. **The project shall begin no sooner than June 15, 2023 and be complete no later than August 5, 2023.** It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed. If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

5. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of **sixty (60)** days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:  
\$ \_\_\_\_\_. Bid bond, certified check, cashier's check, or cash. (circle one).
7. The required list of designated subcontractors is attached hereto.
8. The required notarized Noncollusion Affidavits for CONTRACTOR and subcontractors are attached hereto.
9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Payment Bond, both within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
10. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

\_\_\_\_\_

\_\_\_\_\_

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

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

12. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bond and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
13. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.), arising from the purchase 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 to the bidder.
14. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.
15. The bidder is familiar with Government Code Section 12650 et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment. I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.



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

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Signature of Bidder

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

Department of Industrial Relations Registration Number: \_\_\_\_\_

**NOTE:** *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above*  
00376-00005/734199.1

**BID BOND**

\_\_\_\_\_ (hereafter called "Principal"), and \_\_\_\_\_  
\_\_\_\_\_ (hereafter called "Surety"), are hereby held and firmly bound

unto the Victor Elementary School District (hereafter called "Owner") in the sum of

\_\_\_\_\_ DOLLARS (\$) being not less than ten percent (10%) of the Total Bid Price, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

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

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **DISTRICT WIDE FLOORING PROJECT BID #23-001.**

**NOW, THEREFORE,**

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

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

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

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

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

PRINCIPAL: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

Title: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST: (if corporation)

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

Title: \_\_\_\_\_

(Corporate Seal)

SURETY: \_\_\_\_\_  
\_\_\_\_\_

ATTEST: (if individual, two witnesses are required)

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

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

Title: \_\_\_\_\_  
(Corporate Seal)

Title: \_\_\_\_\_

IMPORTANT:

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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

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

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

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**DESIGNATION OF  
SUB-CONTRACTORS**

## DESIGNATION OF SUBCONTRACTORS

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

If a prime contractor fails to specify a subcontractor, or if a 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 (0.5%) of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (0.5%) of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

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

**DESIGNATION OF SUBCONTRACTORS FORM**

<b>Description &amp; Portion of Work</b>	<b>Name of Subcontractor</b>	<b>Location &amp; Place of Business</b>	<b>License Number</b>

DATED: \_\_\_\_\_ Proper Name of Bidder

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

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

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**NONCOLLUSION AFFIDAVIT**

**NONCOLLUSION AFFIDAVIT  
(Prime Bidder)**

STATE OF CALIFORNIA

County of \_\_\_\_\_ being first duly sworn, deposes and says that he/she

Is \_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

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

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

SUBSCRIBED BEFORE ME on this\_\_ day of\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_  
Expiration Date



# VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project Multiple Sites**

## **CERTIFICATES AND FORMS**

**Acknowledgement of Indemnity**

**Certificate of Worker's Compensation**

**Certificate of Alcoholic Beverage and Tobacco-Free Policy**

**Certificate Regarding Drug-Free Workplace**

**ACKNOWLEDGMENT OF BIDDING PRACTICES**  
**REGARDING INDEMNITY**

TO: VICTOR ELEMENTARY SCHOOL DISTRICT  
12219 2<sup>nd</sup> Avenue  
Victorville, California92395

RE: **DISTRICT WIDE FLOORING BID #23-001**

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

---

Contracting Party

---

Name of Agent/Title

00376-00005/734833.1

**CONTRACTOR'S CERTIFICATE**  
**REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700 provides:

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, 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 employees.
- (c) For any county, 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. This certificate shall be issued and be subject to the provisions of section 3702.

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

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

\_\_\_\_\_

Contractor

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

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 this contract.

**CONTRACTOR'S CERTIFICATE REGARDING  
ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

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

\_\_\_\_\_  
CONTRACTOR

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

00376-00005/734839.1

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

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

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

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 Listed above and will 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 termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 at seq. I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

\_\_\_\_\_

Contractor

By \_\_\_\_\_

Signature

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**AGREEMENT FORM**

**AGREEMENT FORM**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in the County of San Bernardino of the State of California, by and between the Victor Elementary School District, hereinafter called the "DISTRICT", and \_\_\_\_\_, hereinafter called the "CONTRACTOR".

**WITNESSETH** that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

**ARTICLE 1 - SCOPE OF WORK:** The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the **District Wide Flooring Project BID #23-001**, in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The DISTRICT may give notice to proceed within three (3) months of the award of the bid by the DISTRICT. **The project shall begin no sooner than June 15, 2023 and be complete no later than August 5, 2023.** It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this three (3) month period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

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

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of Fifty Dollars (\$50.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.



One punch list inspection and one final inspection will be performed by the DISTRICT Project Maintenance Supervisor, as scheduled by the CONTRACTOR. If subsequent reinspection's are necessary due to additional or incomplete work punch list items, the CONTRACTOR will be back charged from the contract \$500.00 for each reinspection.

**ARTICLE 4 - CONTRACT PRICE:** The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

**ARTICLE 5 - HOLD HARMLESS AGREEMENT:** CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

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

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such

claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

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

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

1. Notice Inviting Bids
2. Instructions for Bidders
3. Bid Form
4. Bid Bond
5. Designation of Subcontractors
6. Non-Collusion Affidavit
7. Acknowledgment of Indemnity
8. Certificate Regarding Worker's Compensation
9. Certificate Regarding Alcohol and Tobacco-Free Policy
10. Certificate Regarding Drug Free Workplace
11. Agreement Form
12. Payment Bond
13. Performance Bond
14. Background Check
15. Guarantee Form
16. General Conditions
17. Specifications and Drawings

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

**ARTICLE 8 - PREVAILING WAGES:** This is a public works project, and so wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are available at: [www.dir.ca.gov/dlsr/PWD/SOUTHERN.html](http://www.dir.ca.gov/dlsr/PWD/SOUTHERN.html).

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1813, Penalty for Failure to Pay Overtime.
3. Sections 1810 and 1811, Working Hour Restrictions.
4. Section 1776, Payroll Records.

**ARTICLE 9 - RECORD AUDIT:** In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR may be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

VICTOR ELEMENTARY SCHOOL DISTRICT:

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

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

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

\_\_\_\_\_  
Title

CONTRACTOR:

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

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

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

\_\_\_\_\_  
Title (Authorized Officers or Agents)

**(CORPORATE SEAL)**

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**PAYMENT BOND  
PERFORMANCE BOND**

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Victor Elementary School District (hereinafter designated as the "District"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for the work described as follows: **DISTRICT WIDE FLOORING PROJECT BID # 23-001** (the "Work"); and

WHEREAS, Principal is required **by Division 4, Part 6, Title 3, Chapter 5, (commencing at Section 9550) of the California Civil Code** to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the **Unemployment Insurance Code Section 13020**, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the District in the penal **sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)** 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 Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, **shall fail to pay any of the persons named in Section 9100 of the Civil Code**, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, **or amounts due under the Unemployment Insurance Code Section 13020** with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, **including reasonable attorney's fees**, court costs, expert witness fees and investigation expenses.

**This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code** so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this 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 herein above 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 herein above described, nor by any rescission or attempted 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 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,  
If corporation)

\_\_\_\_\_  
Principal (Property Name of Contractor)

By \_\_\_\_\_  
(Signature of Contractor)

(Seal of Surety)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney in Fact

**Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.**

**Insert California All-Purpose Acknowledgment Notary Form**

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Victor Elementary School District (hereinafter referred to as "District") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for **DISTRICT WIDE FLOORING PROJECT BID # 23-001** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in the Contract Documents, 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 Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by the District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The Obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees **including reasonable attorney's fees**, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.



- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

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 Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

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

\_\_\_\_\_  
CONTRACTOR/PRINCIPAL

\_\_\_\_\_  
Name

By \_\_\_\_\_

SURETY:

By: \_\_\_\_\_  
Attorney-In-Fact

**Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.**

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$\_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

\_\_\_\_\_

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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(Name and Address of Agent or  
Representative for service of  
process in California, if different  
from above)

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(Telephone number of Surety and  
Agent or Representative for service  
of process in California)

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**Insert California All-Purpose Acknowledgment Notary Form**

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**BACKGROUND CHECK**

**CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS**

\_\_\_\_\_ certifies that it has performed one of the following:  
*[Name of contractor/consultant]*

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

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

OR

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

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

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

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

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



VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**GUARANTEE FORM**

**GUARANTEE**

We hereby guarantee that the \_\_\_\_\_ which we have installed for the:

**DISTRICT WIDE FLOORING PROJECT  
BID # 23-001**

at Victor Elementary School District, Victorville, California, has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of **1 (one) year(s)** from the date of acceptance of the above-mentioned project by the Victor Elementary School District, with the exception of ordinary wear and tear and unusual abuse or neglect.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the District, but not Later than one week after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

\_\_\_\_\_  
SUBCONTRACTOR OR GENERAL CONTRACTOR

Countersigned

\_\_\_\_\_  
GENERAL CONTRACTOR IF FOR SUBCONTRACTOR

Representatives to be contacted for service subject to terms of contract.

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

PHONE # \_\_\_\_\_



VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**GENERAL CONDITIONS**

## GENERAL CONDITIONS

### **Article 1. DEFINITIONS**

- A. Action of the Governing Board is a majority vote of a quorum at a lawful meeting.
- B. Approval and Approved means written authorization by DISTRICT for specific applications within the Contract.
- C. As shown, as indicated, as detailed refers to drawings accompanying this specification.
- D. Contract, Agreement and Contract Documents includes all contract documents to wit: Notice Inviting Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Performance and Payment Bonds, General Conditions, Drawings, Plans, Specifications, the Agreement and all modifications, addenda, and amendments thereto.
- E. CONTRACTOR and DISTRICT are those mentioned as such in the Agreement. They are treated throughout the contract as if they are of singular number and neuter gender.
- F. Locality in which the work is performed means the San Bernardino County.
- G. Project is the planned undertaking as provided for in the contract documents by DISTRICT and CONTRACTOR.
- H. Provide shall include "provide complete in place", that is, "furnish & install".
- I. Safety Orders are those issued by the Division of Industrial Safety and OSHA Safety and Health Standards for construction.
- J. 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.
- K. Subcontractor, as used herein, includes those having direct contract with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications for this work, but does not include one who merely furnishes material not so worked.
- L. Surety is the person, firm, or corporation that executes as surety the CONTRACTOR's Payment Bond.
- M. Work of the CONTRACTOR or subcontractor includes labor or materials (including, without installation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract.
- N. Workers includes laborer, worker or mechanic.

### **Article 2. LAWS CONCERNING THE DISTRICT A PART HEREOF**

Contract is subject to all provision of the laws of California governing, controlling or affecting DISTRICT, or the property, funds operations, or powers of DISTRICT, and such provisions are by this reference made a part hereof and of the Contract.

### **Article 3. SITE INVESTIGATION**

Before bidding on this work, CONTRACTOR shall make a careful investigation of the site and thoroughly familiarize himself with the requirements of the Contract. By the act of submitting a bid for the work included in this Contract, CONTRACTOR shall be deemed to have made such study and investigation and that CONTRACTOR is familiar with and accepts the conditions of the site.

### **Article 4. STATUS OF CONTRACTOR**

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 this Contract. Nothing herein

contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT, or any of the DISTRICT's employees or agents, 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. DISTRICT shall be permitted to monitor the activities to determine compliance with the terms of this Contract. CONTRACTORS and subcontractors are required by law to be licensed and regulated by the Contractors State License Board.

**Article 5. CONTRACTOR'S SUPERVISION**

A. 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 contract documents before commencing activities. 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.

B. Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the 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 drawings and specifications.

C. The CONTRACTOR must provide a Supervisor available on the work site at all times who can understand and communicate with all DISTRICT Supervisors.

**Article 6. SUBCONTRACTORS**

A. CONTRACTOR agrees to bind every subcontractor by terms of Contract as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of this Contract, 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 the contract documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall this Contract be construed to be for the benefit of any subcontractor.

B. The CONTRACTOR shall be responsible for the coordination of the trades, subcontractors and materialmen engaged upon his work.

**Article 7. DISTRICT'S INSPECTOR**

If applicable, one or more Inspector(s), including special Inspectors, as required, will be employed by DISTRICT in accordance with requirements of Title 24 (previously Title 21) of the California Code of Regulations and will be assigned to the work. Duties of an Inspector are specifically defined in Section 4-342 (previously Section 42) of said Title 24. No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He shall have free access to any or all parts of work at any time. The DISTRICT will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the CONTRACTOR outside of the normal eight (8) hour day shall constitute an authorization from the CONTRACTOR to the DISTRICT to provide inspection and testing as required outside of the normal eight (8) hour day. CONTRACTOR shall reimburse DISTRICT for inspection and testing outside the normal eight-hour day or for any retests caused by the CONTRACTOR.

**Article 8. ASSIGNMENT OF ANTITRUST ACTIONS**

A. Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or Subcontractor offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the

subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties. If the DISTRICT receives, either through

judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the DISTRICT any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the DISTRICT as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

B. Upon demand in writing by the assignor, the DISTRICT shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the DISTRICT has not been injured thereby or the DISTRICT declines to file a court action for the cause of action.

#### **Article 9. 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 theirs.

B. Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at the Project site. 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.

#### **Article 10. OCCUPANCY**

DISTRICT reserves the right to occupy portions of the Project at any time before completion, and such occupancy shall constitute final acceptance of that portion only to the extent that the CONTRACTOR will not be subject to performing work or repairs caused by the DISTRICT's use of the occupied areas. Such occupancy shall not extend the date specified for completion of the work. The CONTRACTOR will be required to complete punch list items documented by DISTRICT, Architect, Inspector and CONTRACTOR prior to final payment.

#### **Article 11. DISTRICT'S RIGHT TO DO WORK**

Should the CONTRACTOR, at any time during the process of construction, fail or refuse to furnish enough materials or workmen to properly execute the work, unless prohibited from so doing through the action of DISTRICT or other authorized official agencies, DISTRICT, after giving ten (10) days written notice to CONTRACTOR may, without prejudice to any other rights he may have, proceed to furnish the materials and/or workmen necessary to proceed with or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to CONTRACTOR.

#### **Article 12. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

A. **Grounds for Termination.** The CONTRACTOR may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the CONTRACTOR, a Subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the CONTRACTOR is contractually responsible, for only the following reasons:

- (1) Issuance of an order of a court or other public authority having jurisdiction; or
- (2) An act of government, such as a declaration of national emergency.

B. **Notice of Termination.** If one of the above reasons exists, the CONTRACTOR may, upon written notice of seven (7) additional days to the DISTRICT, terminate the Contract and recover from the DISTRICT payment for Work executed and for reasonable costs verified by the District with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

**Article 13. TERMINATION BY THE DISTRICT FOR CAUSE**

A. **Grounds for Termination.** The DISTRICT may terminate the Contract if the CONTRACTOR:

- (1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (2) Persistently or repeatedly is absent, without excuse, from the job site;
- (3) Fails to make payment to Subcontractors;
- (4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;  
or
- (5) Otherwise is in material breach of a provision of the Contract Documents.

B. **Notification of Termination.** When any of the above reasons exist, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:

- (1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
- (2) Accept assignment of Subcontracts; and
- (3) Complete the Work by any reasonable method the DISTRICT may deem expedient.

C. **Payments Withheld.** If the DISTRICT terminates the Contract for one of the reasons stated in Article 13.A, the CONTRACTOR shall not be entitled to receive further payment.

D. **Payments Upon Completion.** If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. The amount to be paid to the CONTRACTOR, or DISTRICT, as the case may be, shall be certified by the District upon application. This payment obligation shall survive completion of the Contract.

**Article 14. TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)**

DISTRICT may terminate the Contract upon fifteen (15) calendar days of written notice to the CONTRACTOR, if it is found that reasons beyond the control of either the DISTRICT or CONTRACTOR make it impossible or against the DISTRICT's interest to complete the work. In such a case, the CONTRACTOR shall have no claims against the DISTRICT except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2).

**Article 15. PAYMENT BOND**

A. **Bond Requirements.** Prior to commencing any portion of the Work, the CONTRACTOR shall furnish a payment and performance bond for its portion of the Work which shall cover 100% faithful payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the CONTRACTOR shall, upon request of the DISTRICT, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the DISTRICT. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the CONTRACTOR will release the surety. If the CONTRACTOR fails to furnish the required bonds, the DISTRICT may terminate the Contract for cause.

B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the DISTRICT.

**Article 16. DRAWINGS AND SPECIFICATIONS**

A. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. 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.

C. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the "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 appurtenances according to the best practices of the trade.

D. 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 therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

E. 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 details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installations procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the DISTRICT in writing, and any necessary changes shall be effected. The specification calling for the higher quality material or workmanship shall prevail.

F. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

G. 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 contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules, and regulations if the CONTRACTOR knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations and if the CONTRACTOR (1) performed same without first consulting DISTRICT for further instructions regarding said work or (2) disregarded DISTRICT's instructions regarding said work.

H. Questions regarding interpretation of drawings and specifications shall be clarified by DISTRICT. 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.

I. CONTRACTOR will be furnished, free of charge, bid sets of permitted documents and specifications. CONTRACTOR is to provide reproducible drawings and all additional copies which it requires for his operations at its own expense. It shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the Project.

**Article 17. OWNERSHIP OF DRAWINGS**

Pursuant to Education Code section 17316, all plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other contract documents and copies thereof furnished by DISTRICT are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the DISTRICT on request at completion of work.

**Article 18.      DETAIL DRAWINGS AND INSTRUCTIONS**

A.      In case of ambiguity, conflict, or lack of information, DISTRICT shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.

B.      Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.

C.      The District will furnish necessary details to more fully explain the work, which details shall be considered as part of the contract documents.

D.      Should any details require work and costs beyond those which reasonably should have been included in the contract, CONTRACTOR shall give written notice thereof to the DISTRICT within ten (10) working days of the receipt of same. In case no notice is given to the DISTRICT within ten (10) working days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered and, if found justified, the DISTRICT or 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 quality of their respective kinds shown in the Plans or as specified, and the CONTRACTOR is hereby advised to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the work without first obtaining from the District some 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 DISTRICT shall issue an order to CONTRACTOR: (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. DISTRICT shall in its sole discretion determine such difference in value. The DISTRICT, at its option, may pursue either course.

**Article 19.      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 DISTRICT, CONTRACTOR, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

**Article 20.      MATERIALS AND WORK**

A.      Except as otherwise specifically stated in this Contract, CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

B.      Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.

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. CONTRACTOR shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.

D.      CONTRACTOR shall, after award of Contract 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 DISTRICT, furnish to the DISTRICT documentary evidence showing that orders have been placed.

E. No material, supplies, or equipment for work under this Contract 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 Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that CONTRACTOR may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to its owner.

F. For all material and equipment specified or indicated in the Drawings, the CONTRACTOR shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

**Article 21. OBTAINING OF PERMITS, LICENSES AND EASEMENTS**

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 DISTRICT before demand is made for the certificates of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain CONTRACTOR's licenses in effect as required by law.

**Article 22. 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 23. SANITARY FACILITIES**

If applicable, CONTRACTOR shall provide sanitary temporary facilities in no fewer numbers than required by law.

**Article 24. CLEANING UP**

CONTRACTOR at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by the work. CONTRACTOR shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises. 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 so surfaces are free from foreign material or discoloration; 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, DISTRICT may do so and the cost thereof shall be charged to CONTRACTOR.

**Article 25. GUARANTEE**

A. In addition to guarantees required elsewhere, CONTRACTOR shall, and hereby does guarantee all work furnished on the job against all defects for a period of one year after date of acceptance of work by DISTRICT and shall repair or replace any and all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one year period from date of acceptance without expense whatsoever to DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. DISTRICT will give notice of observed defects to CONTRACTOR and Surety with reasonable promptness. CONTRACTOR shall notify DISTRICT upon completion of such repairs or replacement.



B. CONTRACTOR warrants that the Work (which includes any equipment furnished by CONTRACTOR as a 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.

C. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County registration 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.

#### **Article 26. 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 person not skilled in the work assigned to such person. It shall be the responsibility of CONTRACTOR to insure compliance with this article.

B. Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of DISTRICT. As used in this subsection, "unfit" means any person who the DISTRICT concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards that jeopardize other persons and/or property.

C. CONTRACTOR shall take all reasonable steps necessary to insure that any employees of CONTRACTOR or any of its subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. CONTRACTOR shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, CONTRACTOR shall preclude any of its employees or subcontractor's employees from bringing any animal onto the Project.

#### **Article 27. FINGERPRINTING**

If applicable, CONTRACTOR shall comply with all provisions of either Education Code Section 45125.1 or 45125.2. Pursuant to Education Code Section 45125.1, CONTRACTOR shall conduct criminal background checks of all employees of CONTRACTOR assigned to the DISTRICT, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the attached certification. As part of such certification, CONTRACTOR must provide the DISTRICT with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, CONTRACTOR shall not utilize any employees who are not included on the above-referenced list. At DISTRICT's sole discretion, DISTRICT may make a finding, as authorized under Education Code section 45125.1, that CONTRACTOR's employees will have only "limited contact" with pupils. CONTRACTOR's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at DISTRICT's sole discretion, without any further compensation to CONTRACTOR.

Pursuant to section 45125.2 CONTRACTOR shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of CONTRACTOR whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code section 45125.2 (c).

#### **Article 28. 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 of California, the governing body 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 to execute this Contract from the Director of the Department of Industrial Relations (hereinafter, in this article "Director"). These rates are on file with the Director of Purchasing of DISTRICT and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the job site.

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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 as defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed under Contract.

C. As this is a public works project, 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 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.

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 the work under Contract is to be performed, such change shall not alter the wage rates in the Notice to CONTRACTORS or the Contract subsequently awarded.

F. Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to DISTRICT, forfeit two-hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director, for such work or craft in which such worker is employed for any public work done under Contract by CONTRACTOR or by any subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONTRACTOR.

G. Any worker employed to perform work on the Project, which work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such 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.

I. CONTRACTOR shall post at appropriate conspicuous points on the site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

### **Article 29. 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 days work. The time of service of any worker employed at any time by CONTRACTOR or by any subcontractor on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract shall be limited and restricted by CONTRACTOR to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions herein above 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 (1 ½) times the basic rate of pay.

B. 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 Contract. The record shall be kept open at all reasonable hours to the inspection of DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations of the State of California.

C. Pursuant to Labor Code Section 1813, CONTRACTOR shall pay to the DISTRICT a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by 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 forty (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 other holidays shall be performed without additional expense to the DISTRICT.

**Article 30. TIME CONSTRAINTS WHILE CHILDREN ARE IN SCHOOL**

Work at the school sites must be done while students are not in the classrooms. The District will provide to the CONTRACTOR a schedule of when students will not be in the classrooms.

**Article 31. PAYROLL RECORDS**

A. Pursuant to the provisions of Section 1776 of the Labor Code, CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Contract 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 enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of 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/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 DISTRICT, Division of Labor Standards Enforcement, and 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 upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding Contract, Division of Apprenticeship Standards, or the division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 2 above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by 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 CONTRACTOR.
- (4) The form of certification shall be as follows:

I, \_\_\_\_\_ (Name-print), the undersigned, am \_\_\_\_\_ (position in business) with the authority to act or 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.  
Date \_\_\_\_\_ Signature \_\_\_\_\_

C. Each CONTRACTOR shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by DISTRICT, Division of Apprenticeship Standards, or 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 CONTRACTOR awarded Contract or performing Contract shall not be marked or obliterated.

E. CONTRACTOR shall inform DISTRICT of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

F. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects CONTRACTOR must comply with this section. Should noncompliance still be evident after the ten (10) day period, CONTRACTOR shall, as a penalty to DISTRICT, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

G. It shall be the responsibility of CONTRACTOR to ensure compliance with the provisions of Labor Code section 1776.

**Article 32. LABOR - FIRST AID**

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with current Occupational Safety and Health Administration regulations.

**Article 33. 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 Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the CONTRACTOR's risk, with the exception of damage to the work caused by "acts of God". CONTRACTOR's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract price.

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

C. In an emergency affecting safety of life, of work, or of adjoining property, CONTRACTOR, without special instruction or authorization from 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. DISTRICT will not hold CONTRACTOR liable for damages proximately caused by CONTRACTOR's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by agreement.

D. CONTRACTOR shall provide such heat, cooling, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

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

F. 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; and perform work which may interfere with school routine before or after

school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The CONTRACTOR shall comply with specifications and directives of the DISTRICT regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by Architect of DISTRICT.
- (4) Take preventive measures to eliminate objectionable dust.
- (5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of DISTRICT and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of DISTRICT 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 land surveyor or civil engineer and all maps and records required shall be filed with county and local authorities, at no cost to the DISTRICT. All filing and plan check fees shall be paid by CONTRACTOR.

**Article 34. NON-DISCRIMINATION**

In the performance of the terms of this Contract, 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, or sex of such persons.

**Article 35. CONTRACTOR CLAIMS**

If CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, CONTRACTOR shall, within five (5) days after sustaining of such damage, make to District a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained CONTRACTOR shall file with 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 36. DISPUTES - DISTRICT'S DECISIONS**

A. District shall within a reasonable time, make decisions on all claims of DISTRICT or CONTRACTOR and on all other matters relating to the execution and progress of the work. The decisions of District shall not be binding, but shall be advisory only.

B. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, 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 it will neither rescind the Contract nor stop the progress of the work. If determination by the court of the State of California, in the applicable County, having competent jurisdiction of the dispute, is required, such action will occur after the Project has been completed, and not before.

C. Notwithstanding any other language in the Contract Documents, claims between the District and the Contractor shall be resolved in accordance with the procedures established at Public Contract Code § 9204. "Claims" are defined for this section, pursuant to Public Contract Code § 9204, as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from Work done; or payment of an amount disputed by the District.

Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a

response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code § 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code § 9204. However, the procedures in this section shall not supersede the requirements of the contract documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the contract documents."

**Article 37. COMPLETION**

The work may only be accepted as complete by action of the DISTRICT's governing board.

**Article 38. ADJUSTMENTS TO CONTRACT PRICE**

A. If CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.

B. 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 injured or not done in accordance with Contract provisions, an equitable reduction in Contract price shall be made therefore.

**Article 39. CORRECTION OF WORK**

A. Should it be considered necessary or advisable by DISTRICT at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the CONTRACTOR or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the CONTRACTOR.

B. CONTRACTOR shall promptly remove from premises all work identified by DISTRICT as failing to conform to Contract, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with entrant 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.

C. 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 40. 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.

It is expressly understood that time is of the essence and that the Contractor must complete the Project within the time specified in the Agreement. CONTRACTOR shall be assessed the sum of One Hundred Dollars (\$100.00) per day as liquidated damages for each and every day the work required under this contract 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 contract documents and pursuant to Section 53069.85 of the Government Code. For purposes of this article, the work shall be considered "complete" only after DISTRICT's 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, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions. CONTRACTOR shall, within ten (10) calendar days of beginning of any such delay (unless DISTRICT grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify DISTRICT in writing of causes of delay; thereupon 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. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

**Article 41. PAYMENTS**

A. Payments will be made per District Site, if applicable. As each DISTRICT Site is completed, contractor shall invoice an amount equal to ninety percent (90%) of the Contract total for that site to the DISTRICT'S Business Office. The invoice shall be paid after the DISTRICT'S Maintenance Supervisor approves the invoice. 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 Contract, 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 DISTRICT shall remain uncompiled with.

B. Before payment is made hereunder, the DISTRICT will review the request for progress payment with DISTRICT and Inspector for verification that the work for which payment is requested has been performed in accordance with the Terms of the Contract.

C. Maintenance Supervisor shall sign the request for payment as verification that the work has been performed. It is understood that signature of the Maintenance Supervisor shall not be conclusive upon DISTRICT, but merely advisory.

D. Prior to final payment, CONTRACTOR and each SUBCONTRACTOR shall certify that the Project does not contain any asbestos containing materials.

E. After completion of the Work, CONTRACTOR shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the Contract and, all claims for compensation under or arising out of this Contract. The CONTRACTOR's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the Contract and all claims against DISTRICT under or arising out of this Contract except those identified by CONTRACTOR in writing, and unsettled before CONTRACTOR's negotiation of final payment. The final payment, if unencumbered, shall be made thirty-five (35) calendar days after recordation of the Notice of Completion by the County Registrar. Acceptance will be made only by action of DISTRICT's governing board.

F. No payment by DISTRICT hereunder shall be interpreted so as to imply that DISTRICT has inspected, approved, or accepted any part of the Work.

**Article 42. PAYMENTS WITHHELD**

A. In addition to amounts which DISTRICT may retain under the 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 under this Contract;
- (2) The cost of defective work that 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 the Article entitled "MATERIALS AND WORK";

- (6) The cost of completion of this Contract if there exists a reasonable doubt that this Contract can be completed for the balance then unpaid to CONTRACTOR;
- (7) Site clean-up as provided in Article entitled "CLEANING UP";
- (8) Amount necessary to satisfy any and all liens against DISTRICT. CONTRACTOR shall provide release of all liens prior to final payment;
- (9) Damages to another contractor;
- (10) Payments to indemnify, defend, or hold harmless the DISTRICT; and
- (11) Any payments due to the DISTRICT including but not limited to payments for failed tests, utilities or imperfections.

B. If the CONTRACTOR, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.

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 obligation. 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 the Article entitled "ADJUSTMENTS TO CONTRACT PRICE."

E. Payment by the DISTRICT shall be without prejudice to any other action by the DISTRICT to recover damages.

**Article 43. EXCISE TAXES**

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 Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that 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 DISTRICT. No Federal Excise Tax for such materials shall be included in any bid price.

**Article 44. TAXES**

Bid price is to include any and all applicable sales taxes or other taxes that may be due in accordance with Section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax codes that may be applicable.

**Article 45. NO ASSIGNMENT**

CONTRACTOR shall not assign this Contract or any part thereof.

**Article 46. NOTICE AND SERVICE THEREOF**

Any notice from one party to the other or otherwise under Contract 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:

- A. 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;



B. 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 Contract, and sent by registered or certified mail with postage prepaid;

C. If notice is given to surety or other person 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 47. NO WAIVER**

The failure of DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this Contract 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 48. HAZARDOUS MATERIALS**

In the event the CONTRACTOR encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the DISTRICT and CONTRACTOR, or in accordance with final determination by DISTRICT.

**Article 49. OWNER'S RIGHT TO CARRY OUT THE WORK**

If CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of this Contract, the owner may, after ten (10) calendar days' written notice to CONTRACTOR and without prejudice to any other remedy he may have, made good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due CONTRACTOR the cost of correcting such deficiencies, including the cost of the Architect's additional service made necessary by such default, neglect or failure. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, then CONTRACTOR shall pay the difference to the DISTRICT within ten (10) calendar days.

**Article 50. INDEMNIFICATION**

A. The CONTRACTOR shall indemnify and hold harmless the DISTRICT, the DISTRICT's officers, agents, and employees, consultants and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- (1) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (2) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (3) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.

B. CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

**Article 51. NON-UTILIZATION OF ASBESTOS MATERIAL.**

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

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. 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.

**Article 52. LIEN RELEASES**

CONTRACTOR shall, at its own cost, defend, indemnify and hold harmless the DISTRICT, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, or any of them, arising from or attributable to a lien or stop notice filed and/or severed in connection with the work.

**Article 53. LABOR COMPLIANCE PROGRAM**

A. CONTRACTOR and Subcontractors shall not engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any contract for public work awarded on or after April 1, 2015. DISTRICT may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

B. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR and each Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, CONTRACTOR shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, CONTRACTOR and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

C. CONTRACTOR shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

D. CONTRACTOR shall facilitate DISTRICT's filing of PWC-100 with the Department of Industrial Relations within five (5) days of the award, pursuant to Labor Code section 1773.3.

VICTOR ELEMENTARY SCHOOL DISTRICT

**BID # 23-001**

**Flooring Project  
Multiple Sites**

**SPECIFICATIONS AND  
DRAWINGS**

## SCOPE OF WORK CARPET REPLACEMENT

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1. The following schools will have the carpet replaced
  - a. Endeavor
  - b. Challenger School
  - c. Del Rey School
  - d. Sixth Street Prep School
  - e. Village School
  - f. Puesta Del Sol
  - g. Nisqualli Warehouse
2. The contractor will remove and replace all furniture as found.
3. The contractor will tear out all old carpeting and dispose of properly. **(not in the schools dumpsters)**
4. The contractor will supply all material for a complete installation.
5. The contractor will provide a (1) one year installation warranty.
6. The contractor will provide carpet specified with the manufactures warranty.

# Specifications

## SECTION 1- GENERAL

### MATERIALS

1. Materials shall be new and delivered in original packaging. Material labels, production dates, dye lot numbers, etc., shall be available to District personnel upon request. One dye lot shall be used per project. Mixed dye lots are unacceptable unless pre-approved by the District.
  
2. District has the option to supply materials.

### INSTALLATION

1. Installation must follow in strict accordance with the latest edition of the specified product Manufacturer's Installation Guide. Labor warranty shall be a minimum of five (5) years from the date of job completion for all flooring types.

## SECTION 2- CARPET

### QUALITY ASSURANCE

1. Installer Qualifications
  - a. The Contractor must be certified by the carpet manufacturer prior to bid.
  - b. The Contractor shall be a specialty Contractor normally engaged in this type of work and shall have prior experience in the installation of these types of materials.
  - c. The Contractor shall not sub-contract the labor without prior written approval of the Project Manager.
  - d. The Contractor will be responsible for proper product installation, including floor testing and preparation as specified by the carpet manufacturer.
  - e. The Contractor will provide the District a written installation warranty that guarantees the completed installation to be free from defects in materials and workmanship for a period of five years after job completion.
  - f. The Contractor will provide the District a written recycling warranty that guarantees the old carpet to be 100% recycled.

### PROJECT CONDITIONS

1. Sub-floor preparation is to include all required work to prepare the existing floor for installation of the product as specified in this document and Manufacturer's installation instructions.

2. No moisture vapor emission rate (MVER) testing or relative humidity (RH) testing is required provided that no free liquids are present and that no moisture stained concrete is evident.
3. All material used in sub-floor preparation and repair shall be recommended by the carpet manufacturer and shall be chemically and physically compatible with the carpet system being bid.
4. Carpet is not to be installed until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.

#### CARPET WARRANTY

1. Warranty is to be the sole source responsibility of the Manufacturer. Second source warranties and warranties that involve parties other than the carpet manufacturer are unacceptable.
2. Warranty shall not exclude carpet product installed on stairs provided it is properly maintained.
3. Warranty shall be for a specifically defined non-prorated period and shall cover against:
  - a. Excessive Surface Wear: More than 15% loss of pile fiber weight
  - b. Excessive Static Electricity: More than 3.0 kV per AATCC 134
  - c. Resiliency Loss of the Backing: More than 10% loss of backing resiliency
  - d. Delamination
  - e. Edge Ravel
  - f. Zippering
  - g. Tuft Bind warranty in lieu of edge ravel and zippering is not acceptable.

#### MANUFACTURING SPECIFICATIONS

1. See Attachment A for Shaw Constellation Specifications and Installation information.
2. See Attachment B for Patcraft multi-LPL Specifications and Installation information.

#### EXAMINATION/PREPARATION

1. Prepare sub-floor to comply with criteria established in Manufacturer's installation instructions. Use only preparation materials that are acceptable to the Manufacturer.
2. Remove all deleterious substances from substrate(s) that would interfere with or be harmful to the installation.
3. Remove sub-floor ridges and bumps. Fill cracks, joints, holes, and other defects.
4. Verify that sub-floor is smooth and flat within specified tolerances and ready to receive carpet.
5. Verify that substrate surface is dust-free and free of substances that would impair bonding of product to the floor.
6. Verify that concrete surfaces are ready for installation by conducting moisture and pH testing. Results must be within limits recommended by Manufacturer.
7. There will be no exceptions to the provisions stated in the Manufacturer's installation instructions.

#### INSTALLATION- GENERAL

1. Install Wall Base in strict accordance with the latest edition of the specified product Manufacturer's Installation Guide.
2. Verify carpet match before cutting to ensure minimal variation between dye lots.
3. Layout carpet and locate seams in accordance with shop drawings.
  - a. Locate seams in area of least traffic, out of areas of pivoting traffic, and parallel to main traffic. Minimize cross seams.
  - b. Do not locate seams perpendicular through door openings.
  - c. Align run of pile in same direction as anticipated traffic and in same direction on adjacent pieces.
  - d. Locate change of color or pattern between rooms under door centerline.
  - e. Provide monolithic color, pattern, and texture match within any one area.
  - f. Check pattern repeat, if any, for matching during installation and possible waste factors in ordering required amounts.

4. Install carpet tight and flat on sub-floor, well-fastened at edges, with a uniform appearance.
5. Double-cut carpet seams with accurate pattern match. Make cuts true, and unfrayed.
6. Chemically weld all seams with manufacturer's recommended seam sealer as stated in installation instructions. Make sure the seam is fully sealed.
7. Roll with appropriate roller for complete contact of carpet with mill-applied adhesive to sub-floor.
8. Trim carpet neatly at walls and around interruptions.
9. Completed carpet is to be smooth and free of bubbles, puckers, and other defects.
10. Remove excess adhesive and/or seam sealer from floor and wall surfaces without damage.
11. All rubbish, wrappings, debris, trimmings, etc. to be removed from site and disposed of properly.
12. As needed, clean and vacuum carpet surfaces using a beater brush/bar commercial vacuum.

## SECTION 3- TILE

### QUALITY ASSURANCE

1. Provide installers who are competent in the installation of resilient tile flooring. Installers should be trained and certified by the flooring manufacturers to install the respective resilient flooring materials as selected.
2. For each type of flooring material, provide adhesives and heat welding thread as furnished by the respective flooring manufacturer.

### PROJECT CONDITIONS

1. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, product description, and project identification.



2. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond and moisture tests.

#### MANUFACTURING SPECIFICATIONS

1. See attachment C for Patcraft LVT specifications and installation information.
2. See attachment D for Forbo MCT specifications and installation information.

#### EXAMINATION/PREPARATION

1. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.
2. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.
3. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
4. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.
5. Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Ardex SD-F or similar as recommended by the flooring manufacturer.
6. Remove paint, varnish, oils, release agents, sealers, and waxes. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds not compatible with the adhesives used, as indicated by a bond test or by the compound manufacturer's recommendations for flooring. Avoid organic solvents.

7. Perform subfloor moisture testing in accordance with ASTM F 2170-11, "Standard Test Method for Determining Relative Humidity in Concrete Slabs. Unless otherwise specified by the flooring manufacturer, relative humidity shall not exceed 80%. If required by flooring manufacturer, also perform testing in accordance with ASTM F 1869-12, "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor". Unless otherwise specified by the flooring manufacturer, MVER shall not exceed 5 lbs./1000 sq. ft./24 hrs. On installations where both the Relative Humidity and the Moisture Vapor Emission Rate tests are conducted, results for both tests shall comply with the allowable limits listed above. Do not proceed with flooring installation until results of moisture tests are acceptable. All test results shall be documented and retained.
8. Perform pH tests on concrete floors regardless of their age or grade level in accordance with ASTM F-710-11, "Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring". All test results shall be documented and retained
9. Vacuum or broom-clean surfaces to be covered immediately before the application of flooring. Make subfloor free from dust, dirt, grease, and all foreign materials.

#### INSTALLATION

1. Install flooring in strict accordance with the latest edition of the specified product manufacturer's installation guide.
2. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.
3. If required, install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.
4. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.
5. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's written instructions. Observe the recommended adhesive trowel notching, open times, and working times.

## SECTION 4- WALL BASE

### INSTALLATION

1. Install in strict accordance with the latest edition of the specified product Manufacturer's Installation Guide
2. Where top-set base is required, apply top set wall base to walls, columns, casework, and other permanent fixtures in areas. Install base in lengths as long as practical, with inside comers fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.
3. Fill voids with color match caulk along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.
4. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

### MANUFACTURING SPECIFICATIONS

1. See attachment E Burke Flooring RubberMyte and Mercer Vinyl Wall Base specifications and installation information.

## Shaw 3600 Specification

### ECOWORX BROADLOOM AND ECOWORX PERFORMANCE BROADLOOM ADHESIVE WITH FLORSEPT

Any variance from these procedures will become the responsibility of the installer and not the manufacturer. For specific questions regarding Shaw 3600 not covered within this document, contact Shaw Contract Group at 1.877.502.7429 or at [www.shawcontractgroup.com](http://www.shawcontractgroup.com). For installation assistance please contact Shaw Commercial Installation Services at 1.800.471.7429.

Shaw 3600 with Florsept is an extremely high-solids, high-strength and fast-grabbing carpet adhesive. Shaw 3600 requires a minimum of 30 minutes tack time for most installations.

### FEATURES AND BENEFITS

- Good working time for pattern adjustment
- Low odor formula for use in occupied buildings
- CRI Green Label Plus certified and SCAQMD compliant
- Meets AATCC 174
- Mildew resistant and non-staining

Weight	Pallet Qty.	Pallet Weight
48 lbs.	48	2354 lbs.

Laboratory Tests	Results
Polymer type	Synthetic Rubber Resin Blend
Percent solids	80%
VOCs Rule #1168 of California's SCAQMD	<13 g/l
Trowelability	Heavy
Density	10.8 lbs./gal.
Consistency	Thick
Color	Off-white
Tracer	Red glitter
Shelf life	1 year when stored in original packaging at 70° F (21°C)
Storage conditions	65°F to 95°F (18°C to 35°C)
Flash point (ASTM D56)	>212°F (100°C)
Protect from traffic	24 hours for light traffic, 72 hours for heavy traffic

*Although the adhesive is freeze/thaw stable, protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.*

**ENVIRONMENTAL INFORMATION**

- Meets the requirements of California South Coast Air Quality Management District Rule 1168
- Meets the requirements of California Department of Public Health Section 01350
- CRI Green Label Plus Certified #60112

**LEED (VERSION 3.0) CONTRIBUTION**

MR Credit 5, Regional Materials	Up to 2 points
IEQ Credit 4.1, Low-emitting Materials, Adhesives & Sealants	1 point
IEQ Credit 4.3, Low-emitting Materials, Flooring Systems	1 point

**1-YEAR WARRANTY**

This product is covered by a 1-year limited warranty. For information on this limited warranty, please ask your authorized Shaw retailer or contact us at 1.877.502.7429.

**INSTALLATION INSTRUCTIONS**

For more detailed instructions, refer to Shaw's Installation Guidelines and the CRI Installation Standard.

**1. CHECK THE MOISTURE LEVEL AND pH.**

Do not begin the installation over concrete substrates that do not meet the following MVER moisture vapour emission rate requirements.

- **Moisture:** Conduct Relative Humidity testing and results must be below 85% (ASTM F-2170) or Anhydrous Calcium Chloride test must be less than 5 lbs. per 1,000 sf (2.27 kg per 92.9 m<sup>2</sup>) per 24 hours, when using the ASTM F-1869 test.
- **Alkalinity:** pH testing should be performed with results ranging between 5.0 and 9.0 (ASTM F-710). Take corrective measures if the results exceed these limits.

Shaw recognizes the relative humidity (RH) test as the qualifying standard. This product is for interior installation only.

**2. PREPARE THE FLOOR**

- The substrate must be structurally sound, dry, solid, stable, level, even, flat, smooth and dry.
- Substrate should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, and any other substance or condition that may prevent or reduce adhesion.
- If inactive multi-purpose adhesive exists, remove ridges by scraping or sanding to expose the bare concrete leaving only a well-bonded light residue. Sweep and vacuum the remaining debris prior to application. If the multi-purpose is active, remove ridges to expose the bare concrete, leaving only a well bonded light residue
- When installing over existing pressure sensitive adhesive, remove ridges to expose the bare concrete leaving only a well-bonded light residue and eliminate the remaining tack of the adhesive with Shaw 6200.

Suitable substrates are:

- Wood Association approved wood underlayments
- Concrete and properly prepared terrazzo
- Cement-based self-leveling underlayments and patching compounds containing a latex additive
- Embossing levellers applied over existing, properly prepared and fully bonded ceramic tile and sheet vinyl
- A single layer of properly prepared, fully bonded vinyl composition tile (VCT) after wax removal

- Properly prepared and primed gypsum underlayments that meet the ASTM F2419 requirements for compressive strength

**3. DETERMINE DRY TIME.**

Flash is the waiting time required before installing flooring. Working time is the window of time the adhesive will accept the tile. Flash times and working times may vary based on temperature, humidity, substrate porosity, application method and jobsite conditions.

Porous Substrates		
Flooring Type	Flash	Working Time
EcoWorx Broadloom	Minimum 30 minutes tacky to touch	30-40 minutes
Non-porous Substrates		
Flooring Type	Flash	Working Time
EcoWorx Broadloom	Tacky to touch	10 minutes

**4. DETERMINE COVERAGE AND SELECT APPLICATION METHOD.**

Coverages shown are for estimating purposes only. Actual jobsite coverages may vary according to the skill of the installer, porosity/texture of the subfloor or type/angle of the trowel used. Trowel dimensions are depth/width/space.

Application and Coverage		
Flooring Type	Application Method	Coverage*
Non Patterned EcoWorx Broadloom	3/32" x 3/32" x 3/32" U Notch (2.4 x 2.4 x 2.4 mm)	8-9 SY/US Gal. or 6.69-7.53 m <sup>2</sup> /3.79 Liters
Patterned EcoWorx Broadloom	1/8" x 1/8" x 1/8" U Notch (3.2 x 3.2 x 3.2 mm)	5-7 SY/US Gal. or 4.18-5.85 m <sup>2</sup> /3.79 Liters

\*For antimicrobial effectiveness, you must use the specified trowel and application rate for 3600.

**5. APPLY ADHESIVE.**

- Read all installation instructions thoroughly before installation.
- Select the appropriately notched trowel.
- Spread adhesive evenly over the subfloor, keeping the trowel at a 45° angle to the subfloor. The adhesive is ready for carpet installation when the entire ridge of glue becomes tacky. This can be checked by firmly placing a finger into the ridge of adhesive and pressing to the floor. Lift slowly and the adhesive should stick to the floor and your finger and have legs or strings of one to two inches. Fans or air movers blowing across not on the adhesive will greatly reduce required open time.

**6. SEAL ALL SEAMS.**

- Seal all seams according to Shaw’s Installation Guidelines.

**7. ROLL THE FLOOR.**

- Roll the width and length of the floor with a 75- to 100-pound roller.

**8. STEAM THE CARPET.**

- Roll until carpet is bonded uniformly to the substrate. If carpet lifts at seams or if bubbles occur, roll again until carpet is bonded firmly to floor. This backing may require steaming. Please see Shaw Industries EcoWorx Broadloom Installation Guidelines for details regarding steaming.
- Inadequate adhesive application or set up time may result in bubbles and/or peaked seams and repair will require more time and effort than proper initial installation. In order to alleviate bubbles, creases, pile distortion and crushing, it is advised to steam the carpet. Successful steaming is dependent on an adequate application of adhesive.

**9. PROTECT THE FLOOR.**

Protect floor with plywood if heavy objects are moved on top of surface within 24 hours.

**10. CLEAN UP.**

Clean tools with water while the adhesive is still fresh/wet. Clean with mineral spirits once dried. Use caution with mineral spirits, which may be harmful to some materials.

**LIMITATIONS**

- Do not install over any substrates containing asbestos.
- Use for interior installations only.
- Do not apply over any active cutback adhesive.
- Do not install shown when the moisture vapor emission rate (MVER) exceeds 5 lbs. per 1,000 sq. ft. (2.27 kg per 92.9 m<sup>2</sup>) per 24 hours, when using the anhydrous calcium chloride test (ASTM F1869).
- Do not install when relative humidity of concrete slabs exceeds 85% (ASTM F2170).
- Use only when the substrate temperature is between 50°F and 90°F (10°C and 32°C).

102013

**M** | **Transverse** PRODUCT SPECIFICATIONS



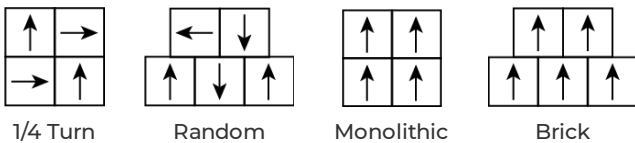
<b>COLLECTION</b>	Infrastructure
<b>STYLE NUMBER</b>	I0520
<b>PRODUCT TYPE</b>	Modular
<b>CONSTRUCTION</b>	Multi-Level Pattern Loop
<b>FIBER TYPE</b>	Eco Solution Q® Nylon
<b>DYE METHOD</b>	100% Solution Dyed
<b>PRIMARY BACKING</b>	Non-Woven Synthetic
<b>SECONDARY BACKING</b>	Ecworx
<b>PROTECTIVE TREATMENTS</b>	SSP® Shaw Soil Protection

<b>PRODUCT SIZE</b>	24 inches x 24 inches	<b>Metric Units</b>	60.96 cm x 60.96 cm
<b>GAUGE</b>	1/10 inches		39.37 per 10 cm
<b>STITCHES</b>	10 per inches		39 per 10 cm
<b>FINISHED PILE THICKNESS</b>	0.068 inches		1.73 mm
<b>AVERAGE DENSITY</b>	8471 oz/yd <sup>3</sup>		9.07
<b>TOTAL THICKNESS</b>	0.216 inches		5.49 mm
<b>TUFTED YARN WEIGHT</b>	16 oz/yd <sup>2</sup>		542.5 g/m <sup>2</sup>
<b>GSA APPROVED PRODUCT</b>	Yes		

<b>US Units</b>	24 inches x 24 inches
	1/10 inches
	10 per inches
	0.068 inches
	8471 oz/yd <sup>3</sup>
	0.216 inches
	16 oz/yd <sup>2</sup>
	Yes

<b>Metric Units</b>	60.96 cm x 60.96 cm
	39.37 per 10 cm
	39 per 10 cm
	1.73 mm
	9.07
	5.49 mm
	542.5 g/m <sup>2</sup>

**Installation Methods**



**Performance Testing**

<b>PILL TEST</b>	Pass
<b>RADIANT PANEL</b>	Class I
<b>NBS SMOKE</b>	Less than 450
<b>ELECTROSTATIC PROPENSITY</b>	Less than 3.5 kv
<b>CRI GREENLABEL PLUS</b>	GLP9968
<b>ADA COMPLIANCE</b>	>=0.6, meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes



# M | Transverse

## Environmental Specifications

**RECYCLABILITY** 100% recyclable

## Materials

### Ingredients

**DOES NOT CONTAIN** does not contain PVC, phthalates or PBD/PBDE

### Recycled Content

**TOTAL RECYCLED CONTENT (BY WEIGHT)** 45%

**PRE-CONSUMER** 45%

**POST-CONSUMER** 0%

**BIO-BASED/RAPIDLY RENEWABLE CONTENT (BY WEIGHT)** 0%

**PACKAGING** 100% recyclable

**COUNTRY OF ORIGIN (MANUFACTURER)** USA

Meets or exceeds all local and national regulations in country of manufacture. Manufactured in an ISO9001 & ISO14001 certified facility or equivalent. Recycled content is calculated using system allocation, mass balance, and direct insertion. The actual recycled content in this product will likely vary. For more information email [info@patcraft.com](mailto:info@patcraft.com).

## Third Party Certifications

**MBDC CRADLE TO CRADLE** Silver Certified

**NSF 140** Gold Certified

**CRI GREEN LABEL PLUS** Certified GLP 9968

**USGBC LEED** contributes

**BUILDING RESEARCH ESTABLISHMENT** certified

**GOOD ENVIRONMENTAL CHOICE AUSTRALIA** certified

Specifications are subject to nominal manufacturing variances. Material supply and/or manufacturing processes may necessitate specification changes without notice. This carpet is an exclusive design and may not be duplicated in any manner. Use of this design in the creation of another carpet design is also strictly prohibited. Visit [patcraft.com/testing](http://patcraft.com/testing) for more information.

## CARPET TILE / NON WOVEN COMPOSITE

For best results review the product and product specific guidelines prior to indoor installation. Shaw will not be responsible for improper installation and installation of visual manufacturing defected tiles. Failure to follow guidelines may result in limiting warranty coverage. Contact Shaw Technical Support at 800.471.7429 for additional information.

### CONDITION YOUR SITE AND TEST

- HVAC System: Must be operational, maintaining the following conditions 24 hours prior to, during and after installation.
- Temperature: The installation site, carpet and adhesive must be between 50 ° F and 95 ° F. Adhesives will not function properly when exposed to temperatures outside this range. **Do not begin the installation if the subfloor temperature is below 50 ° F.**
- Humidity: The installation site’s ambient relative humidity must not fall below 40%.
- Moisture Testing: Conduct subfloor moisture testing in accordance to the ASTM F-2170 (in-situ Relative Humidity) and/or ASTM F-1869 (Anhydrous Calcium Chloride).
- pH / Alkalinity: Conduct ASTM F-710 pH/Alkalinity testing.

### SUBFLOOR TESTING GUIDELINES

**Shaw recommends moisture testing prior to starting the installation.**

If excessive moisture is present, the general contractor or building owner must be advised of the readings, and a decision made regarding how to address the moisture or continue the installation.

The following chart breaks the carpet backing system, grade of installation, the required subfloor testing requirements and the recommended adhesive for each:

Carpet Tile Backing	Installation Area	Testing Requirements	Adhesive Recommendations
EcoWorx ES	Below/On-grade/Above	Moisture and pH	ES (mill applied)
StrataWorx	Below/On-grade/Above	Moisture and pH	Shaw 4151,5000,5036,5100
EcoWorx	Above Grade	No Testing Required	Shaw LokDots,4151,5000,5100
EcoLogix	Above Grade	No Testing Required	Shaw 4151,5000,5100,ES (mill applied)
EcoWorx	On or Below Grade*	No Testing Required	Shaw LokDots*
EcoLogix	On or Below Grade*	No Testing Required	Shaw 4151*, ES (mill applied)

\* Shaw LokDots and 4151 are moisture resistant products; however, they do

not eliminate moisture.

## SURFACE PREPARATION

- Substrate must be structurally sound, clean, level and dry.
- Substrate must be free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, adhesives, loosely bonded toppings, loose particles and any other substance or condition that may prevent or reduce adhesion.
- Fill depressions or cracks with a cementitious patching / leveling compound that meet or exceed Shaw Industries maximum moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.
- For cracks or saw cuts deeper than 1", follow the preparation and application instructions for Shaw QuikFill. QuikFill is a 2-part urethane treatment that prevents future damage from moisture penetrating to the surface of the slab that may damage or breakdown adhesives or unapproved patching compounds.
- For chemically abated substrates, ensure the proper cleaning methods have been taken to remove any residual abatement chemicals.
- Green sweeping compounds can be used but must be swept and removed immediately.
- For dusting / powdering / porous concrete / lightweight concrete prime with a latex primer such as Shaw 9050.
- For patches / levelers prime with a latex primer such as Shaw 9050.
- If installed over existing resilient flooring (one layer only), all tiles must be secure to the subfloor. Strip any wax from the surface.
- Wood Subfloors must be Wood Association Approved and primed with a latex primer such as Shaw 9050.
- Raised Access Flooring panels must be smooth, level, secure and free of any material that will affect the adhesive bond. Carpet tiles must be installed offset from access panel seams. Gaps between panels must not exceed 1/16" or (1.6mm).

**Note:** Do not sand or scrape Vinyl Asbestos tile (VAT) without proper attention to abatement procedures or precautions in accordance with all state and local codes. Shaw Industries makes no claims as to the acceptability of this procedure as a mitigation method in lieu of asbestos removal; and accepts no responsibility if any loose asbestos containing flooring are affected upon removal of a Shaw Industries commercial tile.

**Caution:** Do not allow cutback asphaltic adhesive or any other non-approved adhesive to come in contact with new adhesives. An installation failure could result. If this situation arises, contact Shaw Technical Support.

## PREPARE EXISTING ADHESIVE

- Advise removal of existing adhesives to prevent adhesive incompatibility /reactions and bonding issues.
- Cutback Adhesive: Wet scrape the adhesive, reduce to a well bonded residue and encapsulate with a product such as Shaw MRP.

## LAY OUT YOUR SITE

- Do not use adhesive removers, they will adversely affect the new adhesive and product installed.
- Start the carpet tile installation as near to the center of the room as possible and position it to use the largest perimeter cut tile.
- Snap a chalk line parallel to on major wall bisecting the starting point. It may be necessary to offset the center chalk line to assure that the perimeter tile will be a least half the size.
- Snap a second chalk line from the starting point at a 90° to the first line. Use a 3-4-5 or 6-8-10 triangle or larger on the room size to verify squareness. Meters or feet may be used to lay out the triangle in these proportions.

## APPLY ADHESIVE

- Use a full spread adhesive application.
- A premium pressure sensitive adhesive is recommended or Shaw 4151.
- Use a 3/8" nap paint roller or a 1/16" x 1/32" x 5/64" U-notch trowel.
- Allow the adhesive to dry completed before installing the carpet tile. Installing into wet adhesive will result in a permanent bond and may cause the carpet tile to bubble.

Adhesive	CaCl Limit	RH Limits	pH Limits
Shaw 4151	10 lbs.	99%	12
Shaw 5000 / 5036	10 lbs.	95%	11
Shaw 5100	10 lbs.	95%	11
LokDots	N/A	N/A	N/A
EcoLogix ES (mill applied)	10 lbs.	99%	12
EcoWorx ES (mill applied)	5 lbs.	85%	9

## INSTALLATION

Install each full carton and complete an entire pallet before starting another pallet to minimize product variation. All Shaw carpet tiles have directional arrows on the back of the carpet tile to help facilitate the installation method for that product. The numbers within the arrows are for manufacturing purposes only and are not related to the installation.

- Begin the installation at the intersection of the two chalk lines. Continue until you complete one quadrant.
- Proceed to adjoining quadrants until all four quadrants have been completed. Large areas may require additional chalk lines bisecting the original four quadrants.
- Install the carpet tile using the pyramid technique. This will provide alignment checks during the installation. If the edges do not align and misalignment is noted, stop the installation and determine where the misalignment started and correct.
- Slide carpet tile into positions to prevent yarn from being trapped at the seams. Trapped yarn can adversely affect the appearance of the installation.

- EcoWorx ES and EcoLogix ES are manufactured with mill applied adhesive. For these products, remove the release liner to expose the adhesive and install the carpet tile.
- Tiles must fit snugly, but not be compressed. Press the entire surface of the tile to ensure adhesion.
- After installation, roll the entire installation with a 75 lb or greater roller to assure proper adhesion to the substrate.

**Flatwire cables** should be installed on top of the adhesive and centered underneath the carpet tile for better seam quality.

### Edge Trimming

- Measure and cut tile from the back using a straight edge. Ensure directional arrows are properly aligned with the installation.
- Or allow tile to cover up the wall and cut the carpet tile with a carpet knife, wall trimmer or similar too.
- Do not compress.

### POST INSTALLATION CARE AND PROTECTION

- Place plywood over the carpet when heavy objects are moved within 24 hours of installation.
- Use protective chair mats under chairs and castors. This will prevent excessive wear to the face of the carpet and possible transfer of the pressure sensitive adhesive to the back of the carpet.
- Non-staining building material paper can be placed over the carpet tile to protect it if additional building construction activity is taking place.
- Do not use plastic sheeting. This will trap moisture.

**For best results, temperatures should remain above 50F and ambient humidity should not fall below 40%.**

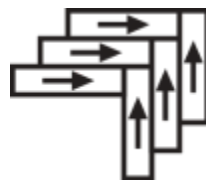
## 9 X 36 & 12 X 48 TILE INSTALLATION METHODS



ashlar



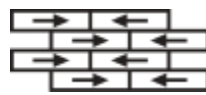
stagger



herringbone

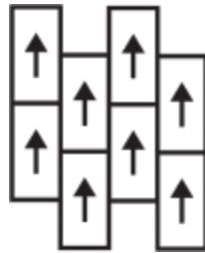


monolithic

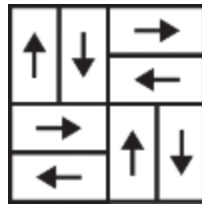


brick

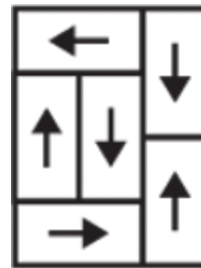
## 18 X 36 TILE INSTALLATION METHODS



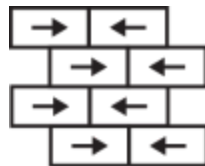
ashlar



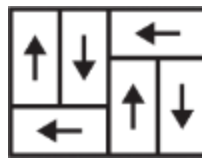
basketweave



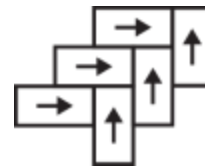
boxed in



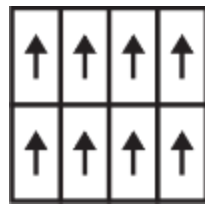
brick



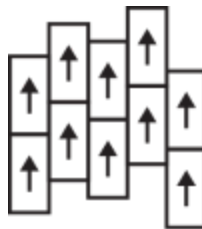
half basketweave



herringbone

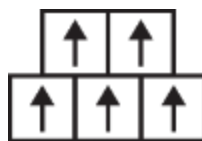
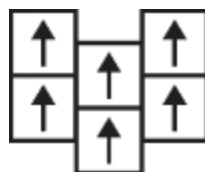


monolithic

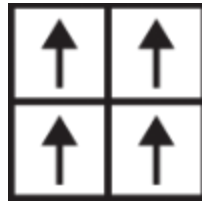


stagger

## 24 X 24 TILE INSTALLATION METHODS

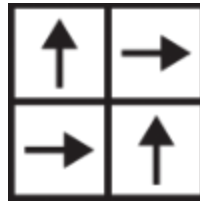


ashlar

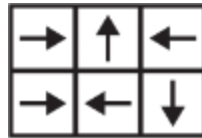


monolithic

brick



quarter turn



random

INSTALLATION DIRECTIONS: BEGIN THE INSTALLATION BY FOLLOWING SHAW'S **MIXED MATERIALS INSTALLATION**

## **FACET INSTALLATION METHODS**



**R** | LETTERPRESS PRODUCT SPECIFICATIONS



<b>COLLECTION</b>	Typography
<b>STYLE NUMBER</b>	I311V
<b>CONSTRUCTION</b>	Commercial Luxury Vinyl Tile
<b>WEAR LAYER THICKNESS</b>	20 mil / 0.02 inches (0.508 mm)
<b>OVERALL THICKNESS</b>	0.098 inches (2.5 mm)
<b>REFERENCE SPECIFICATION</b>	ASTM F1700 Class III printed film vinyl tile Type B (embossed)
<b>FINISH</b>	ExoGuard™
<b>INSTALLATION TYPE</b>	Dry Back
<b>INSTALLATION</b>	Glue Down
<b>RECOMMENDED ADHESIVE</b>	Shaw 4100 or S150

**Packaging**

**PLANK SIZE**  
**PIECES /BOX**  
**AREA /BOX**  
**WEIGHT /BOX**

**US Units**  
 24 inches W x 24 inches L  
 17  
 65.88 sq ft  
 57.9 lbs

**Metric Units**  
 61 cm W x 61 cm L  
 6.1 sq m  
 26.3 kg

**Performance Testing**

**RESIDUAL INDENTATION / ASTM F1914**  
**RESISTANCE TO CHEMICALS / ASTM F925**  
**RADIANT PANEL / ASTM E648**  
**SMOKE DENSITY / ASTM E662**  
**SLIP RESISTANCE / ASTM D2047**

Passes  
 Passes  
 Passes, Class I  
 Passes  
 >0.6, Meets the recommended static coefficient of friction for ADA walking surfaces and accessible routes

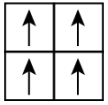
# R | LETTERPRESS

## Warranty

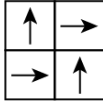
15 Year Limited Commercial Warranty. Underbed Warranty.

Please visit [patcraft.com](https://patcraft.com) for the most current warranty information.

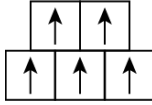
## Installation Methods



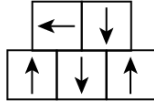
Monolithic



1/4 Turn



Brick



Random

## Environmental

INDOOR AIR QUALITY

FloorScore® Certification

## COMMERCIAL RESILIENT

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### GENERAL INFORMATION

All substrates to receive moisture sensitive floor covering require proper moisture testing.

- Use cementitious patching and leveling compounds that meet or exceed Shaw's maximum moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.
- For cracks or saw cuts deeper than 1", follow the preparation and application instructions for Shaw QuikFill. QuikFill is a 2-part urethane treatment that prevents future damage from moisture penetrating to the surface of the slab that may damage or breakdown adhesives or unapproved patching compounds.
- It is recommended that resilient floor covering installation shall not begin until all other trades are completed.
- Material should always be visually inspected prior to installations. Any material installed with visual defects will not be considered a legitimate claim as it pertains to labour cost.
- Perform Bond testing to determine compatibility of adhesive to the substrate.

### STORAGE AND HANDLING

Store all rolls standing upright; DO NOT lay rolls for long periods

- When more than one roll of a colour is being installed, all material should be from the same batch and the rolls must be installed in consecutive order. If material from more than one batch is to be used, the job should be laid out so that different batch numbers are not installed side by side.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.
- Store cartons of tile or plank products flat and squarely on top of one another. Preferably, locate material in the "center" of the installation area (i.e. away from vents, direct sunlight, etc.) Storing cartons in direct sunlight may affect proper acclimation by inducing thermal expansion/contraction.
- When palletizing on a jobsite vinyl plank or tiles need to be stacked 2 rows high side by side with no airspace between. Then quarter turned for 2 rows side by side, not to exceed 12 boxes high. A 5/8" or thicker plywood must also be placed on the pallet first.
- Do not stack pallet's 2 high unless utilizing a 1" thick plywood in between pallets.

### SITE CONDITIONS

- Areas to receive flooring should be adequately lighted during all phases of the installation process. Controlled environments are critical. Fully functional HVAC systems are the best way to ensure temperature and humidity control.
- **DO NOT** INSTALL RESILIENT FLOORING PRODUCTS UNTIL THE WORK AREA CAN BE TEMPERATURE CONTROLLED.

- The permanent HVAC system must be operational and functional and set to a minimum of 65°F (20°C) or a maximum of 85°F, for a minimum of 7 days prior to, during, and after installation. Once the installation is complete the temperature should not exceed 85°F.

## SUBFLOOR INFORMATION

**Note:** All substrates to receive resilient flooring shall be dry, clean, smooth and structurally sound. They shall be free of dust, solvent, paint, wax, oil, grease, residual adhesive, adhesive removers, curing, sealing, hardening/parting compounds, alkaline salts, excessive carbonation/laitance, mold, mildew, and other foreign materials that might prevent the adhesive from bonding.

## WOOD SUBFLOORS

Wood subfloors must be structurally sound and in compliance with local building codes.

- It is recommended that your chosen APA underlayment grade panels be designed for installation under resilient flooring, and carry a written warranty covering replacement of the entire flooring system.
- Double-Layered APA rated plywood subfloors should be a minimum 1" total thickness, with at least 18" well ventilated air space beneath.
- Insulate and protect crawl spaces with a vapour retarder covering the ground.
- Particleboard, chipboard, flakeboard, OSB, hardboard or similar are not recommended subfloor materials and require the additional layer of an APA ¼" underlayment grade panel.
- **DO NOT** install over sleeper construction subfloors or wood subfloors applied directly over concrete. Underlayment panels can only correct minor deficiencies in the sub-floor while providing a smooth, sound surface on which to adhere the resilient flooring.
- Any failures in the performance of the underlayment panel rest with the panel manufacturer and not with Shaw Industries, Inc.
- SHAW resilient flooring is not recommended directly over fire-retardant treated plywood or preservative treated plywood.
- The materials used to treat the plywood may cause problems with adhesive bonding. An additional layer of APA rated ¼" thick underlayment should be installed.
- Always follow the underlayment manufacturer's installation instructions.

## STRIP – PLANK WOOD FLOORING:

- Due to expansion/contraction of individual boards during seasonal changes a ¼" or thicker APA rated underlayment panels must be installed over these types of subfloors.
- Wood flooring installed directly over concrete is **NOT** an approved subfloor.

## CONCRETE SUBFLOORS

NEW AND EXISTING CONCRETE SUBFLOORS SHOULD MEET THE GUIDELINES OF THE LATEST EDITION OF ACI 302 AND ASTM F710, "STANDARD PRACTICE FOR PREPARING CONCRETE FLOORS TO RECEIVE RESILIENT FLOORING" AVAILABLE FROM THE AMERICAN SOCIETY FOR TESTING AND MATERIALS, 100 BARR HARBOR DRIVE,

WEST CONSHOHOCKEN, PA 194 28; 610-832-9585;  
[HTTP://WWW.ASTM.ORG](http://www.astm.org).

- Required Moisture Testing - maximum moisture level per ASTM 1869 CaCl is 8 lbs. and ASTM 2170 In-situ Relative Humidity 90% per 1000 sq.ft. in 24 hours.
- Substrates shall be smooth, structurally sound, dry, clean and free of all foreign material such as dust, wax, solvents, paint, grease, oils, old adhesive residue, curing and hardening/curing compounds, sealers and other foreign material that might prevent adhesive bond.
- On or below-grade slabs must have an effective vapour retarder directly under the slab.
- Wet curing 7 days is the preferred method for curing new concrete.
- Curing compounds (DO NOT USE). If present they can interfere with the bond of the adhesive to the concrete. Seek assistance from a substrate manufacturer if curing agents are detected.
- Remove curing compounds 28 days after placement, so concrete can begin drying. Concrete floors shall be flat and smooth within 1/8" in 6 feet or 3/16" in 10 feet.
- F-Number System: Overall values of FF 36/ FL 20 may be appropriate for resilient floor coverings.
- Expansion and isolation joints in concrete are designed to allow for the expansion and contraction of the concrete. Resilient flooring products should never be installed over expansion joints. Expansion joint covers designed for use with resilient floorings should be used. Control joints (saw cuts) may be patched and covered with resilient once the concrete is thoroughly cured, dry and acclimated.
- ASTM F2170 IRH (Internal Relative Humidity) are required for the Shaw warranty. Three tests must be conducted for areas up to 1000 SF, and one additional test, for each additional 1000 SF. 4100 Adhesive/ S150 - may not exceed 95% RH and 4151 Adhesive 99% RH.
- Concrete floors must be tested per the latest edition of ASTM F710.

**NOTE:** IT MAY NOT BE THE FLOOR COVERING INSTALLER'S RESPONSIBILITY TO CONDUCT THESE TESTS. IT IS, HOWEVER, THE FLOOR COVERING INSTALLER'S RESPONSIBILITY TO MAKE SURE THESE TESTS HAVE BEEN CONDUCTED, AND THAT THE RESULTS ARE ACCEPTABLE PRIOR TO INSTALLING THE FLOOR COVERING. WHEN MOISTURE TESTS ARE CONDUCTED, IT INDICATES THE CONDITIONS ONLY AT THE TIME OF THE TEST .

## LIGHTWEIGHT CONCRETE

All recommendations and guarantees as to the suitability and performance of lightweight concrete under resilient flooring are the responsibility of the lightweight concrete manufacturer. The installer of the lightweight product may be required to be authorised or certified by the manufacturer. Correct on-site mixing ratios and properly functioning pumping equipment are critical. To ensure proper mixture, slump testing is recommended.

- Lightweight aggregate concretes having dry densities greater than 90 lbs. per cubic foot may be acceptable under resilient flooring.
- Concrete slabs with heavy static and/or dynamic loads should be designed with higher strengths and densities to support such loads.
- Surface must be permanently dry, clean, smooth, free of all dust, and structurally sound.
- Perform Bond testing to determine compatibility of adhesive to the substrate. Shaw 9050 primer can be utilised to promote adhesion.
- Three internal relative humidity tests should be conducted for areas up to 1000 SF. One additional test, for each additional 1000 SF.

## RADIANT HEAT

**Radiant Heating:** Radiant-heated subfloor systems can be concrete, wood or a combination of both.

The heating systems components must have a minimum of 1/2" separation from the flooring product. The system must be on and operational for at least 2 weeks prior to installation to reduce residual moisture. Three days prior to installation lower the temperature to 65°F, after installation gradually increase the temperature in increments of 5°F to avoid overheating. Maximum operating temperature should never exceed 85°F. Use of an in-floor temperature sensor is recommended to avoid overheating. Contact the manufacturer of your radiant heating system for further recommendations.

**Electric Radiant Floors:** consist of electric cables (or) mats of electrically conductive materials mounted on the subfloor below the floor covering. Mesh systems are typically embedded in thin-set. When embedding the system components, use cementitious patching and leveling compounds that meet or exceed Shaw's maximum moisture level and pH requirements. Use of gypsum-based patching and/or leveling compounds which contain Portland or high alumina cement and meet or exceed the compressive strength of 3,000 psi are acceptable.

**Hydronic Radiant Floors:** pump heated water from a boiler through tubing laid in a pattern under the flooring. Typically installed in channels under a wooden subfloor (or) imbedded in concrete slabs. Requires the installer follow a specific nailing pattern to avoid penetration of the heat system.

**WARNING! DO NOT SAND, DRY SWEEP, DRY SCRAPE, DRILL, SAW, BEADBLAST OR MECHANICALLY CHIP OR PULVERISE EXISTING RESILIENT FLOORING, BACKING, LINING FELT, ASPHALTIC "CUT BACK" ADHESIVES OR OTHER ADHESIVES.** These products may contain either asbestos fibers and/or crystalline silica. Avoid creating dust. Inhalation of such dust is a cancer and respiratory tract hazard. Smoking by individuals exposed to asbestos fibers greatly increases the risk of serious bodily harm. Unless positively certain that the product is a non-asbestos-containing material, you must presume it contains asbestos. Regulations may require that the material be tested to determine asbestos content and may govern the removal and disposal of material. See current edition of the Resilient Floor Covering Institute (RFCI) publication Recommended Work Practices for Removal of Resilient Floor Coverings for detailed information and instructions on removing all resilient covering structures. For current

information go to [www.rfci.com](http://www.rfci.com)

## EXISTING FLOORCOVERINGS

### RESILIENT FLOOR COVERING:

- Must be single layered, non-cushion backed, fully adhered, and smooth. Show no signs of moisture or alkalinity.
- Waxes, polishes, grease, grime, and oil must be removed.
- Cuts, cracks, gouges, dents and other irregularities in the existing floor covering must be repaired or replaced.
- Embossing leveler recommended to aid in proper bonding and to prevent telegraphing.
- Do not install over rubber based substrates.

NOTE: THE RESPONSIBILITY OF DETERMINING IF THE EXISTING FLOORING IS SUITABLE TO BE INSTALLED OVER TOP OF WITH RESILIENT , RESTS SOLELY WITH INSTALLER/FLOORING CONTRACT OR ON SITE. IF THERE IS ANY DOUBT AS TO SUITABILITY, THE EXISTING FLOORING SHOULD BE REMOVED, OR AN ACCEPTABLE UNDERLAYMENT INSTALLED OVER IT . INSTALLATIONS OVER EXISTING RESILIENT FLOORING MAY BE MORE SUSCEPTIBLE TO INDENTATION.

### Quarry Tile, Terrazzo, Ceramic Tile, Poured Floors (Epoxy, Polymeric, Seamless):

- Must be totally cured and well bonded to the concrete.
- Must be free of any residual solvents and petroleum derivatives. Waxes, polishes, grease, grime, and oil must be removed.
- Show no signs of moisture or alkalinity.
- Cuts, cracks, gouges, dents, and other irregularities in the existing floor covering must be repaired or replaced.
- Fill any low spots, holes, chips and seams that may telegraph through the new flooring. Grind any highly polished or irregular/smooth surfaces.
- Quarry tile or Ceramic tile grout joints and textured surfaces must be filled with an embossing leveler or substrate manufacturer approved material.

### OLD ADHESIVE RESIDUE

- If the adhesive residue is asphalt-based (cut-back), or any other type of adhesive is present, it must be dealt with in one of two ways:
  - It may be mechanically removed such as: bead blasting or scarifying.
  - A self-leveling Portland based underlayment may be applied over cutback residue. Check with a substrate manufacturer for suitability, application instructions, and warranties.
- **Never use solvents or citrus adhesive removers to remove old adhesive residue. Solvent residue left in/on the sub-floor may affect the new adhesive and floor covering.**

**WARNING:** SKIM COATING OVER OLD ADHESIVE IS NOT RECOMMENDED. THE ADHESIVE MAY BREAK DOWN AND COULD LEAD TO FAILURE. THE OLD ADHESIVE MAY NOT ALLOW THE RESILIENT FLOORING TO RETAIN ITS DIMENSIONAL STABILITY, POSSIBLY LEADING TO UNNECESSARY

INDENTATIONS. SOME SOLVENT BASED 'CUT -BACK' ASPHALT -BASED ADHESIVES MAY CONTAIN ASBESTOS FIBERS THAT ARE NOT READILY IDENTIFIABLE. DO NOT USE POWER DEVICES, WHICH CAN CREATE ASBESTOS DUST IN REMOVING THESE ADHESIVES. THE INHALATION OF ASBESTOS DUST MAY CAUSE ASBESTOSIS OR OTHER SERIOUS BODILY HARM.

## ADHESIVES

In order to receive a underbed warranty, the product being installed must be approved for underbed applications (see product specification) and must be installed with S150, 4100 or 4151.

## SHAW 4100 / 4151

Installer friendly, premium high strength (non-staining) acrylic adhesive, designed to permanently install SHAW flooring. May-be used on all grades of concrete: on, above, or below grade in the absence of excess moisture, as well as suspended approved wood floors.

**Note:** To properly apply adhesive snap white chalk lines along areas where adhesive will be spread to ensure an even and straight line of adhesive. Spread adhesive with a 1/16" (wide) x 1/32" (depth) x 1/32" (apart) trowel to cover the chalk line on one side and meet up to it on the other. If glue is spread over the chalk line it will need to be removed. (**DO NOT** overlap adhesive.) - Troweling new adhesive over an area already spread may result in telegraphing. Be very careful not to leave any adhesive ridges or puddles.

**Porous substrates:** Resilient flooring may be placed into adhesive after 10 – 20 minutes open time. Install resilient flooring into adhesive when the spacing in between the adhesive transitions from opaque to clear. Roll with a 100 lb. roller immediately after flooring is placed, ensuring complete contact with the adhesive. **DO NOT** exceed the working time of the adhesive.

**Non-porous substrates:** Once the adhesive is troweled backroll the adhesive to prevent trowel ridges from telegraphing. Install resilient flooring into adhesive when it becomes 80% clear (dry to touch, is tacky with minimal transfer to fingers). This will normally require 30 to 45 minutes of drying time at suggested installation temperature and humidity, **DO NOT** exceed working time of the adhesive (refer to adhesive label).

Roll with a 100 lb. roller immediately after flooring is placed, ensuring material has complete contact with adhesive.

**IMPORTANT : DO NOT** use Shaw 4100 as a pressure sensitive adhesive. Loss of adhesion can result if the flooring is not installed within the working time of the adhesive. **DO NOT** allow the adhesive to "skin" over or dry. Too much open time will result in an insufficient bond and may promote telegraphing of the trowel ridges. Perform Bond testing to determine compatibility of adhesive to the substrate. Shaw 9050 primer can be utilized to promote adhesion if needed.

**Note: Open time and working times may vary based on temperature, humidity, substrate porosity, trowel size and air flow.**



## SHAW S150-95 - UNIVERSAL AEROSOL SPRAY ADHESIVE:

- Water-based aerosol adhesive recommended for installations of: vinyl sheet, plank and tiles, vinyl composition tile, or cove base over porous and non-porous substrates. May-be used in occupied buildings and greatly reduces the handling and application requirements associated with conventional adhesives. Demonstrates highly aggressive grab and shear strength.
- Outstanding moisture resistance (95% RH) and Ph up to 11, plasticizer migration resistance. Spray application eliminates the need for trowels and paint rollers. Zero calculated VOC's/ CRI Green Label Plus Approved.
- Store appropriately (65° F to 95° F (18° C to 35° C), out of direct sunlight and away from heat sources or open flames as the contents are under pressure and the can may burst.
- **DO NOT** allow Shaw S150 to freeze.
- Shelf Life: 2 year when stored in original packaging. Coverage: 130-150 sq. ft. /gallon.
- Heat welding can be performed 1 hour after installation.

### Application:

- Shake well before using – contents under pressure. Although Shaw S150 has good directional control while spraying, care should be taken to protect delicate surfaces and baseboards with either a shield or paper masking.
- Stand in an upright position and tip the can so it is pointed straight towards the floor, then depress the trigger tip mechanism.
- Aim the spray so that the adhesive falls like snow as you slowly walk back and forth. **DO NOT** use sweeping motion as it will not give you the proper spray pattern, avoid overlapping. The substrate should have an even application of adhesive for proper coverage. \*Failure to apply the adhesive correctly may result in telegraphing of adhesive (lumpy appearance) through the flooring material.
- Wait until the adhesive is tacky to the touch, and adhesive does not transfer to finger tips, before installing flooring. High humidity and low temperatures will lengthen open time. Keep the adhesive dust-free while it dries.
- Working time should not exceed 1 hour. Install flooring per guidelines.
- Installation: Roll flooring immediately after installation is complete with an appropriate 75 – 100 lbs. 3- section roller.

### Safety and Clean-up:

Wet adhesive overspray or drips should be cleaned with soap and water on a clean cloth. Sheet Dried adhesive may require the use of a solvent adhesive cleaner. Between uses, clean the spray tip immediately with a clean wet cloth to prevent accumulation of dried adhesive. Empty aluminum spray cans should be relieved of excess pressure and recycled or disposed of in accordance with local requirements.

**IMPORTANT :** Recommended to perform a bond test in order to determine adhesive working time per job site conditions. The strength of the bond

test will indicate whether Shaw 9050 floor primer is necessary.

**9050- PH BLOCKER/FLOOR PRIMER:** 9050 is an acrylic solution made to neutralize excess alkali that is also recommend as a primer coat to prevent over absorption of adhesive and to ensure a better bond. Formulated with an antimicrobial agent, it provides protection against bacteria, fungi, and mildew in the wet or dry state. Contains no solvent, alcohol, or other hazardous materials per OSHA 29 CFR 1910.1200. Non-photo chemically reactive per rule # 102. Available in 4 -gallon pails.

## RESILIENT SHEET VINYL PRODUCTS

### INSTALLING RESILIENT SHEET VINYL PRODUCTS

- Required Moisture Testing - maximum moisture level per ASTM 1869 CaCl is 8 lbs. and ASTM 2170 In-situ Relative Humidity 90% per 1000 sq.ft. in 24 hours.
- PH of concrete sub-floor surface must be between 7 &10.
- The permanent HVAC system turned on and set to a minimum of 65°F (20°C) or a maximum of 85°F, for a minimum of 7 days prior to, during and after installation. After the installation, the temperature should not exceed 85°F.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.
- Use only Shaw approved flooring adhesives.
- Use a 1/16" wide x 1/32" deep x 1/32" apart (U) notch trowel only, unless using S150-95 Spray Adhesive.
- Material should always be visually inspected prior to installations. Any material installed with visual defects will not be considered a legitimate claim as it pertains to labour cost.
- Shaw's sheet products are dimensionally stable. They will not shrink or compress. It is recommended to allow material 24 hours unrolled and lying flat on the job site prior to installation.
- Install all cuts and rolls in consecutive sequence.
- Direction is dependent upon the actual layout. Refer to the Product Specification for proper direction.
- Ensure that all recommendations for sub-floor and jobsite conditions are met prior to installation. Once the installation has begun, you have accepted these conditions.

**NOTE:** Recommended to use floor protection after installation. **DO NOT** use a plastic adhesive based protection system.

## CUTTING AND FITTING SHEETS:

- Measure, identify, and mark your control line for the sheet good installation.
- Cut the required length off the roll, including enough to run up the wall 2" at either end.
- Push the length of the sheet as close to the starting wall as possible, letting the extra length run up the wall at the far end.

- The material should still be aligned on the control line.
- Place a straight edge on top of the material along the starting wall, and proceed to cut along the straight edge. This cut technique is a direct scribe. Pattern scribing, three wall scribing, use of a wall trimmer or freehand cutting all are acceptable methods as well.
- Push the fitted sheet gently to the starting wall while keeping it aligned.
- Free hand knife the opposite wall of the starting wall. Pattern Scribing or direct scribe is also acceptable. Continue to free hand knife, pattern scribe, or direct scribe material for the remainder of the installation area.
- Opening up the sheets in the width/length are acceptable. **DO NOT** fold as care should be taken not to crease material. **DO NOT** back roll vinyl backed floorings.
- Snap white chalk lines or use pencil along areas where adhesive will be spread to ensure an even and straight line of adhesive.
- **DO NOT** use permanent marker.
- Carefully place flooring into adhesive, working toward the wall. **DO NOT FLOP MATERIAL IN**—air may be trapped, causing bubbles.
- After material has been laid into the adhesive, recess scribe the seams using either the scribe blade or scribe pin.
- Hold the knife blade straight up and down to make final cut. **DO NOT UNDERCUT.**
- Repeat the same procedure for additional seams in the room.
- Recommended to massage curl the end joints to help ensure they lay flat. Putting weight on the end joints will help to ensure proper bonding as the adhesive sets up.
- Roll the glued areas right away to within 6" of the seam on either side with a 3 section 100 lb. roller. Roll the seam area with a hand-seam roller to bring the seam edges to equal heights. Re-roll the entire glued floor area with the 100 lb. roller within the working time of the adhesive. Continue to roll the floor throughout the working day to ensure a proper bond.
- Heat welding Shaw sheet flooring is always recommended.
- Heat weld seams the following day when using 4100 / 4151 or 1 hour with S150-95. See heat weld instructions. Contact Shaw product support for assistance if not familiar with scribing techniques or heat welding.

**NOTE: TO ENSURE PROPER BONDING OF THE MATERIAL, IT IS RECOMMENDED TO ROLL IN THE MATERIAL NEXT TO THE WALLS WITH A HAND SEAM ROLLER.**

## SEAMING:

Seams may be cut by either the straight edging/edge trimming one side & recess scribing the second sheet, or the overlap & double cut method.

- Recess scribe method - On non-patterned material, trim approximately 1/2" off one selvage edge of seam with a straightedge and sharp knife or edge trimmer. Cut second sheet allowing proper extra length. Position the second sheet with a 1/2"-1" overlap over first sheet at the seam. Set recess scribes so that the seam will have a slight gap, about half the thickness of a razor blade. If cut too full, it will result in bubbles or ridges. Recess scribe seam. Repeat for as many sheets as necessary to complete the area.
- Double cut method-Utilizing a straight edge and a new razor blade hold the knife straight up and down and cut through both pieces in one cut. Cutting through the top layer while scoring half of the bottom layer at the same time, and finishing with a hook blade, is acceptable.
- On patterned material, overlap the selvage edges to align the pattern width and length. For wood patterns align the bevel edge of the planks. Place a 4 " wide scrap of material under the seam area. Place a straight edge directly over the beveled edge of the plank. Using a new razor blade hold the knife straight up and down to cut through both pieces in one cut. Cutting through the top layer while scoring half of the bottom layer at the same time, and finishing with a hook blade, is acceptable.

**NOTE: SET RECESS SCRIBES SO THAT THE SEAM WILL HAVE A SLIGHT GAP, ABOUT HALF THE THICKNESS OF A RAZOR BLADE. IF CUT TOO FULL, IT WILL RESULT IN BUBBLES OR RIDGES. DO NOT SEAM FACTORY EDGES.**

## HEAT WELDING:

Heat welding is the recommended procedure for seams, coving, and corner fill pieces.

- Professionally heat welded seams provide a strong, watertight, hygienic, monolithic surface.
- The welding rod (4 mm) is designed to melt at the same temperature as the sheet flooring, thermally fusing the two together.
- Heat welding should be done 24 hours after installation using Shaw 4100 / 4151. Shaw S150-95 can be heat welded in 1 hour after completed installation.
- Seam edges should be slightly gapped and vertical. Wide gapped or undercut seams will prevent quality welds.
- The depth of the groove should be 1/2 to 2/3 the thickness of the material using a 3.5 mm grooving tool. Be careful not to go too deep. The groove must also be centered along the two edges. This is very important to ensure proper strength and bonding of the welding rod.
- Clean grooves thoroughly of all foreign contamination, including dust.
- Use only professional quality welding equipment that will maintain sufficient temperatures. A narrow preheat 4 mm tip is required.
- Preheat welding gun prior to welding. Preheat to 450° C and then adjust up or down.
- Practice on a scrap piece to fine tune temperature and pace. Long extension cords may affect welding temperature settings.

- Determine the correct welding speed by ensuring that the welding rod actually fuses into the groove. On the scrap practice piece try to pull the weld out of the groove. If the rod pulls out of the groove adjust temperature until it will no longer pull out of the groove.
- Tip must remain parallel to the finished floor. A small ridge must form on either side of the welding rod, at the vinyl surface. If no ridge forms, you have not heat welded the seam correctly.
- While the welding rod is still warm, trim off 1/2 the excess rod with a spatula knife or Mozart skiver and trim plate in one continuous movement.
- After the rod has cooled to room temperature, make the final trim pass using a razor sharp spatula knife or Mozart skiver in one continuous movement.

## CHEMICAL WELD:

- Ensure seam is completely clean and dry.
- Pour entire contents of sealer into applicator bottle and allow any air bubbles to dissipate.
- Insert the tip of the applicator down into the seam. Pull back at a steady pace applying a constant pressure on the bottle, applying enough sealer to seal the edges of the sheet and leaving a small bead (1/8") of sealer on the surface of the seam.
- Keep all traffic off the seam for a minimum of 24 hours.

## FLASH COVE INSTALLATION:

- Flash coving is an extension of the sheet flooring up the wall to form a wall base.
- Seams in the flash coved areas should be treated the same as seams throughout the rest of the installation.
- 4"-- 6" flash coving is common. For all heights in excess of 6" check applicable local building codes.
- Use 4100, 4151 or S150 adhesive in flash coved areas. Use a brush or roller to apply adhesive to the wall and cove stick area.
- Adhesive must be allowed some open time, usually about 10 – 15 minutes.
- After fitting material into adhesive, use a hand roller to assure contact with the adhesive.

## RESILIENT TILE AND PLANK PRODUCTS

- Required Moisture Testing - maximum moisture level per ASTM 1869 CaCl is 8 lbs. and ASTM 2170 In-situ Relative Humidity 90% per 1000 sq.ft. in 24 hours. PH of concrete sub-floor needs to be between 7 & 10.
- The permanent HVAC system is turned on and set to a minimum of 65°F (20°C) or a maximum of 85°F, for a minimum of 7 days prior to, during and after installation. After the installations, the maximum temperature should not exceed 85°F.
- Do not stack more than 5 cartons high.
- Flooring material and adhesive must be acclimated to the installation area for a minimum of 48 hours prior to installation.
- Use a 1/16" wide x 1/32" deep x 1/32" apart (U) notch trowel only (unless using S150-95 Spray Adhesive where no trowel is required).

- Material should always be visually inspected prior to installation. Any material installed with visual defects will not be considered a legitimate claim as it pertains to labour cost.
- Make sure all material is from the same batch number. Install tiles running in same direction (arrows are on back of tile).
- Ensure that all recommendations for sub-floor and jobsite conditions are met prior to beginning the installation. Directional designs are optional, however, once the installation is started, you have accepted those conditions.
- Shaw tile and plank - Install using conventional tile and plank installation techniques. Plank products should have a minimum of 6 – 8" seam stagger.
- Carefully determine where to begin tile or plank installation.
- It is customary to center rooms and hallways so borders are not less than half a tile or plank.
- Working out of multiple boxes at a time is recommended.
- In hallways and small spaces, it may be simpler to work lengthwise from one end using a center reference line as a guide.
- Make sure cut edges are always against the wall.
- To properly cut LVT /LVP products score the top side of the material with a utility knife. Bend the product and finish the cut through the backside. This will ensure the cleanest cut. It may be necessary to use a heat gun to cut around vertical obstructions. Allow the heated LVT /LVP to return to room temperature before installation.
- Cutting resilient product into a fine point may lead to delamination. Use an ethyl cyanoacrylate based glue to help fuse the resilient point together. Be sure to clean all glue from the top surface immediately. Alcohol based glues may cause resilient products to swell.
- Roll the plank/tile with a 3 section 100 lb. roller Re-roll the entire glued floor area with the 100 lb. roller within the working time of the adhesive. Continue to roll the floor throughout the working day to ensure a proper bond.

**Note:** Do not use tape to secure floor protection during construction or renovation. Use ram board or similar to protect the floor.

Shaw warrants its sheet, tile and welding rods to be free from manufacturing defects for ten years from the date of purchase. Shaw does not warrant installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Shaw commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors. For complete warranty information, limitations and terms and conditions please call customer support:

# Forbo Installation Guidance Note- Marmoleum sheet

## General Advice

The appearance, performance and durability of the installed floorcovering will be determined to a large extent by the quality of the prepared subfloor and the conditions in which they are laid.

The installation of Marmoleum Sheet should be carried out in accordance with the national code of practice for the installation of resilient floor coverings if applicable. Areas to receive flooring should be clean, free from other trades, fully enclosed and weather tight. Subfloors should be clean, smooth, sound and permanently dry.

The open time of the adhesive will depend on site conditions and porosity of the base. It is best practice to conduct an adhesive bond test before starting the installation. Bond testing will assist in identifying both the working characteristics of the adhesive (waiting and working time) for the site conditions, and also any potential bonding problems.

Always conduct moisture tests on **all** substrates. All ground based level floors should have an effective moisture barrier.

Areas to receive flooring shall be adequately lit to allow for proper inspection of the substrate, installation and for final inspection.

It is essential that the laying area is at a steady temperature of minimum 18 °C, 48 hours before, during and 48 hours after installation. The material and adhesive should be conditioned in the same environment for at least 48 hours prior to the installation. Where national codes of practice exist, they take precedence over these guidelines.

Ensure that all recommendations for substrate and jobsite conditions are met prior to beginning the installation. Beginning the installation is an implied acceptance of site conditions by the parties involved and liability for any failure directly related to inadequate site conditions becomes the responsibility of the installer and/or flooring contractor.

Take the Marmoleum® rolls off the pallets.

Prior to installation rolls should be checked to ensure that the correct colour, batch number and quantity have been received and that the material is in good condition. No claim will be accepted for incorrect colour, pattern or obvious damage if the material has been fitted.



Use material from the same batch/dye lot and install in roll number sequence. The use of different production batches will always result in visible shade differences. The batch number is clearly marked on the material packaging and must be checked before commencement of installation.

Marmoleum sheets should be laid in the same direction for seaming.

*Note: As with all newly installed floor coverings Marmoleum should be protected from heavy traffic, particularly high point load wheeled traffic, for 72 hours and must not be washed for 48 hours after installation.*

### **Underfloor heating**

Marmoleum sheet can be used in conjunction with under-floor heating systems. It is imperative that the underfloor heating systems have been commissioned and found to be functioning correctly prior to the floor finish being installed.

Ensure that the underfloor heating system is switched off 48 hours prior to the floor covering installation commencing and remains off for at least 48 hours after the installation is complete.

During this period, an alternative heating source should be provided, if required, to ensure that the area of installation is kept at a constant temperature of 18°C – 27°C.

When bringing the underfloor heating system back into service, gradually increase the temperature over several days by only a few degrees per day until the desired room temperature is reached.

For further guidance on installation over underfloor heating systems see Forbo Installation Guidance note: Installation over Underfloor heating

### **Adhesive Recommendations and application**

When installing Marmoleum Sheet, Forbo recommends using 414 Euroflex Lino Plus. If alternative products are to be used consult with the supplier for more information, guidance and warranty.

Use a 2mm x 6mm V notched or B1 trowel to apply the adhesive.

Note: Trowels will wear during use, check the trowel both before and during use to ensure that the proper, specified trowel notch is used and maintained.

Note: the adhesive must be spread evenly over the entire floor area with particular attention to edges – this will ensure that the sheet is fully bonded at the perimeters.

Install one length of sheet at a time, making sure to place the material into wet adhesive and roll afterwards with a 68 kg roller, rolling in all directions to ensure a firm bond. It is important to only spread sufficient adhesive that can be covered within the open time of the adhesive.

Areas that cannot be rolled with the large roller e.g. abutments such as door frames or skirting boards should be rolled with a hand roller or pressed into the adhesive with a rubbing hammer.

Always clean away excess adhesive with a damp cloth before it is allowed to dry.



## Installation

Forbo recommends that Marmoleum® and linoleum sheet flooring be installed one sheet at a time. Always install all Marmoleum® sheets in the same direction. It is recommended that each sheet be scribed to fit and that the factory edge be properly removed before adhering (see below). Seams should always be under-scribed after the material has been placed into the adhesive and rolled. Following these recommendations will give the installer the best opportunity to manage the open and working time of the adhesive and ensure that the flooring material is placed into wet adhesive. Cut the sheet material to the required lengths and then back roll each cut length before scribing to the long wall and length ends in order to release any roll tension from the winding of the sheet linoleum. Once the sheet has been back rolled stand the cut lengths upright in this state for approximately 15 minutes before unrolling for fitting.

**Note:** *Whether seams are to be welded or not, they should be cut to leave a nett fit (closed) seam. However, when cutting seams in linoleum sheet, allowance must be made for a fractional expansion in the width of the hessian backed material as it picks up moisture from the adhesive. This expansion is minute and will be halted by the curing of the special linoleum adhesive, but unless allowed for in cutting, tightly cut seams will peak and fail (this is not a product defect).*

### Fitting the first sheet

Once scribed to the walls cut a true edge along the factory edge of the sheet, a Forbo 'strip and seam cutter' is designed to carry out this operation in one cut (Fig.1). Alternatively, the factory edge can be trimmed using a straight edge and utility knives with straight and hooked blades. Place the straight edge approximately 2cm in from the factory edge and score the Marmoleum using a utility knife and a straight blade.

After scoring the material cut through the sheet using a utility knife and a hooked blade holding the knife at an angle to give a slight undercut along the seam (Fig. 2). After trimming the factory edge trace the line of the seam edge onto the subfloor with a pencil, this will serve as a guide line for spreading the adhesive.



Fig.1



Fig. 2

Pull the sheet back to approximately half of its length and spread the adhesive ensuring that the adhesive is spread right up to all perimeter edges and the marked pencil line Fig.3. Feed the sheet back into the adhesive and roll immediately first across the width of the sheet and then along the length to ensure that complete wet adhesive transfer is achieved. Again pay particular attention to the perimeters Fig.4. A seam roller or rubbing hammer can be used to ensure the sheet is pressed into the adhesive around harder to reach areas such as door frames and overhangs from furniture or fittings.

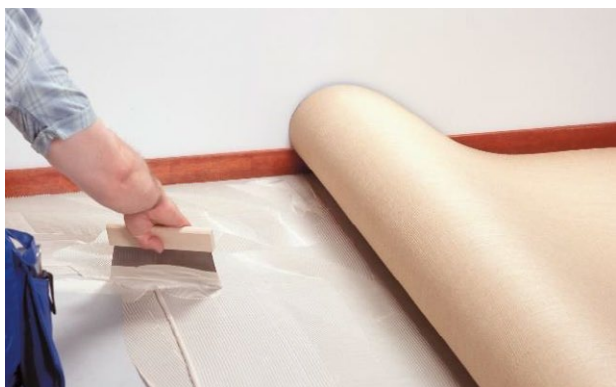


Fig.3



Fig. 4

Pull the other half of the sheet back and repeat the above process.

As with bight marks (see below), to ensure the end of the linoleum sheet beds well into the adhesive, fold the end of the sheet back diagonally and feed the hessian backing down into the adhesive with a 'bouncing action' as in the illustration below (Fig.5).

Do not make this so severe as to risk cracking the linoleum. This will ease the tension across the end of the length and the linoleum will have good contact with the adhesive. Roll thoroughly.



Fig. 5

### **Fitting the second (and subsequent) sheet/s**

Unroll the next sheet and lay it on the floor overlapping the trimmed edge of the first fitted sheet by approximately 2cm. Trim the factory edge on the opposite side of this sheet as above and mark this edge of the sheet on the subfloor with a pencil. Scribe the ends of the sheet. Pull the sheet back halfway and adhere and roll the sheet as above.

### **Forming seams**

#### **Net fit seams**

A correctly cut seam with a slight undercut will close during the curing of the adhesive and will not open up during the life of the linoleum. Nett fit seams are often considered to be aesthetically better than welded seams, so if the installer possesses the skills to achieve a good seam and if the application allows, welding of Marmoleum is not obligatory.

For further information on net fit seams visit: [www.forbo-flooring.com.au/netfitseam](http://www.forbo-flooring.com.au/netfitseam) or watch our net fit installation video: <https://www.youtube.com/watch?v=vehbGLdmG7c>.

This is particularly relevant in the case of plain colour Linoleums. Forbo recommends that plain coloured Linoleum such as the **Marmoleum Solid** collection, are fitted with nett fit seams unless the application determines that welded seams are required.

**Note:** Due to its textured surface, welding of **Marmoleum Textura**, is not recommended, and matching weld cable is therefore not available. Seams of Marmoleum Textura should be nett fit seams.

#### **Cutting the seam**

Immediately after rolling the sheet trace the seam with recess scribers (Fig.6) along the trimmed edge of the first sheet and cut through with a utility knife and hooked blade, again with a slight undercut.



Fig.6

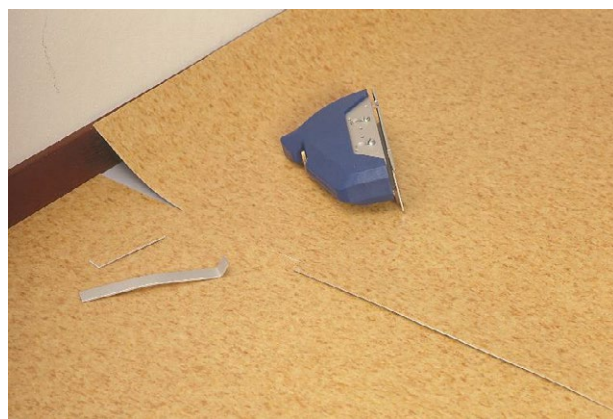
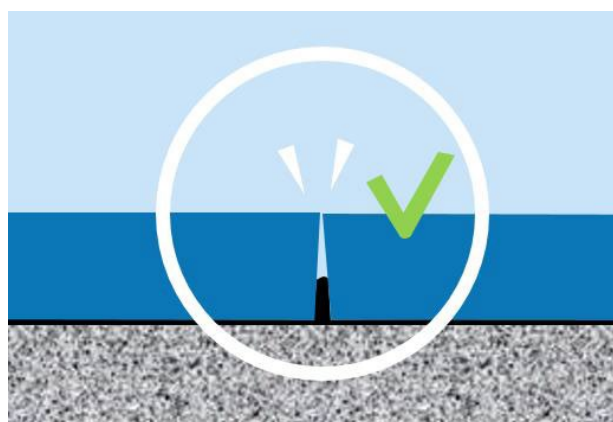
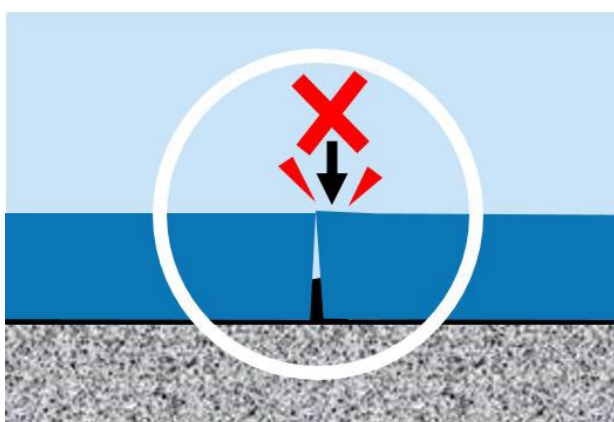


Fig.7

Once the seam is cut, the cut edge should just fall into place alongside the edge of the first sheet (if the sheet needs to be pushed against the previously stuck sheet the seam is too tight and will peak).



The Forbo Trimmer (Fig.7) or Wolff Linocut can be used to cut the seam in one operation.

Roll the seam with a seam roller to ensure full contact with the adhesive. Remove any excess adhesive with a damp cloth.

Repeat the process for the second half of the sheet length.

**Note:** it is important to cut and roll the seam whilst the adhesive is still wet (to avoid peaking seams). Remove any adhesive residues at the seam straight away with a damp cloth.

**Tip:** If the guide on your recess scribers is too thick (fig. a) it could remove adhesive from the subfloor when scribing the seam. Sanding the bottom of the guide on the recess scriber to reduce its thickness (fig. b) will prevent this and will also help to keep the guide clean and free of adhesive contamination.

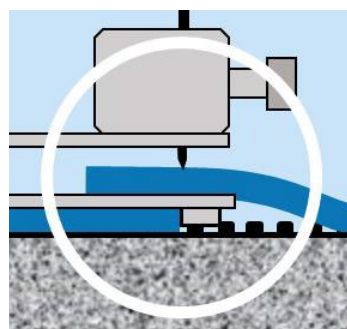
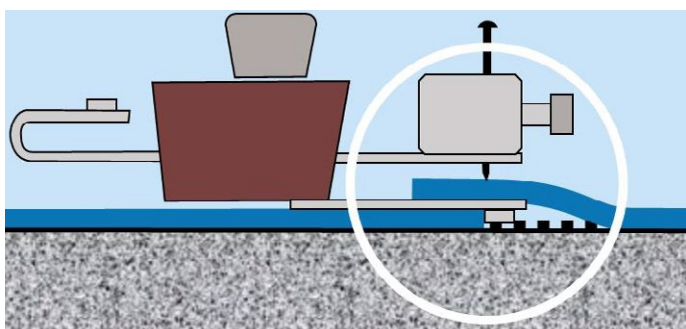


fig. a

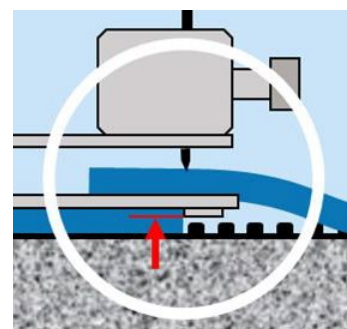


fig. b

creating better environments



**Tip:** check the quality of the seam on completion. If there are any **small, isolated**, gaps in the length of the finished seam these may be filled using the following technique:

1. Clean the area of the repair paying attention to the removal of any loose linoleum fragments or dust.
2. Make up a paste by mixing fine shavings, ground or sanded to make a fine dust, from a piece of the original colour linoleum with a waterproof PVA adhesive.
3. Fill the area to be repaired with the paste using an appropriate tool such as a spatula, leaving the filler flush with the surface of the Marmoleum. Remove any excess with a damp cloth.
4. Smooth the finished repair with a spatula and allow to dry.
5. When the filler is completely dry, buff the surface to an even finish, applying a thin coat of diluted floor maintainer if required.

**Tip:** If applying floor maintainer use a small brush or similar to the filler only, thereby avoiding gloss variations in the flooring adjacent to the filler.

**Note:** The procedures and actions described above are suggested to assist in resolution of minor installation related problems. They do not form part of any official Forbo Flooring installation recommendation, and Forbo cannot take responsibility for the long-term effectiveness of any such repairs, or warrant the repaired areas.

As with any repair, the quality and effectiveness of the work, which includes visual acceptability, will depend on the skill of the operator. The final acceptance of any repair is at the sole discretion of the client/end user.

## **Welded Seams**

### **General advice**

Welding and trimming techniques for linoleum are the same as those used for vinyl products; however, the composition of linoleum weld cable requires a different welding temperature and speed. Problems encountered with welding are usually due to either welding at the wrong temperature and/or speed of application, or use of incorrect trimming techniques.

### **Seam forming and grooving**

Seams for welding should be formed in the same manner as above. A net fit seam is still required.

Seams should be grooved out to just above the hessian backing for 2.5mm Marmoleum (Fig.10) and 2.5mm deep for 3.2mm thick linoleum. A 'P' Type groover (Fig.11) is recommended for manual grooving of seams, however, automatic or power groovers (Fig.12) may be more productive on larger installations. Fig 13 shows the Forbo Groover which uses a hot air to soften the surface of the sheet and built in grooving blades to cut the groove in one operation. If a grooving tool such as an electric grooving machine is being used a **small, consistent**, gap (<0.5mm) may be left to accommodate the guide wheels of the grooving machine.

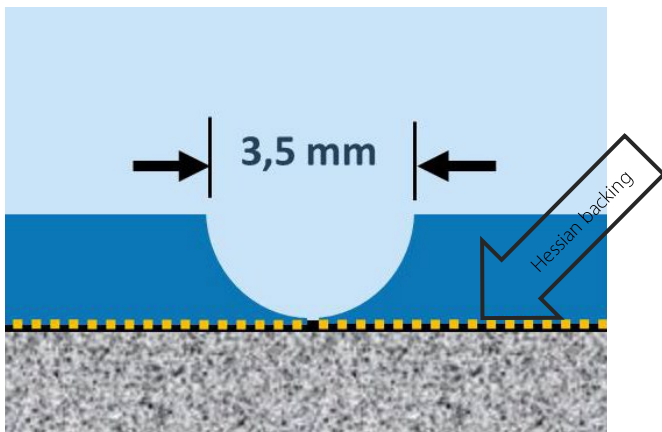


Fig.10



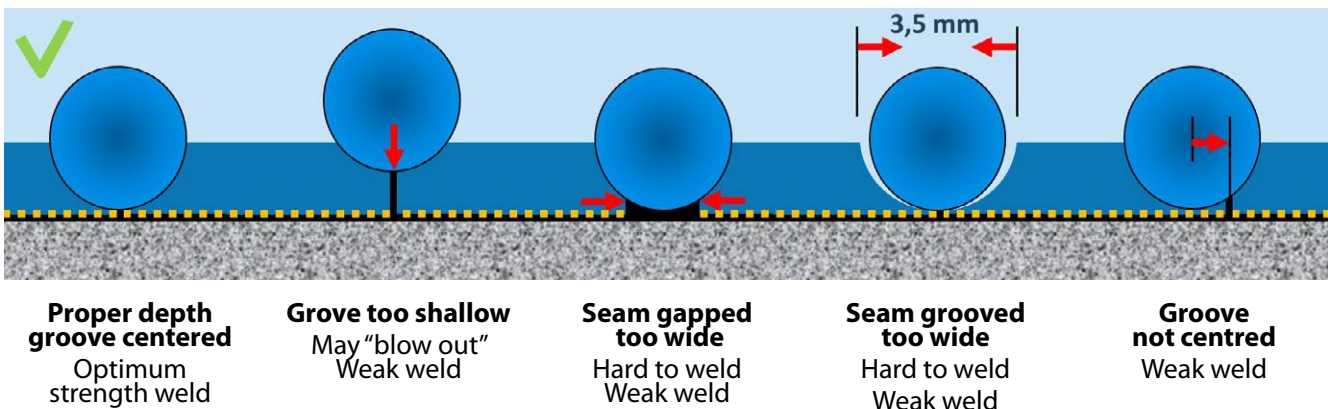
Fig.11



Fig. 12



Fig. 13 – Forbo groover



### Welding

Switch on the hot air gun and allow 5 to 7 minutes for it to reach the selected temperature. Linoleum should be welded at a temperature of approximately 350°C. (see weld gun manual for setting details). Fit the welding nozzle before switching on the hot air gun.

**If the gun is resting on the floor ensure that the nozzle is not directed at the floor or anywhere dangerous.**

Weld guns will vary, so it is always advisable to practice weld techniques first on a piece of waste material to match the correct air gun temperature with welding speed. Marmoleum should be welded with a 5mm Speed-weld nozzle.

Make sure the groove is thoroughly clean before beginning to heat weld. Make sure that all electrical cables are laid out without tangles and that there are no obstructions along the seam to be welded.

Cut the welding cable to a consistent and generous length or unwind sufficient weld rod from the reel and put the reel in a position where you are working towards it. Have the power cable ahead of you if possible.

Start at a wall. Thread the cable through and weld moving backwards, away from the wall, maintaining a slight downward pressure so that the weld nozzle will force the weld cable into the groove. Do not let the cable melt in the nozzle.

A good weld is obtained by the correct combination of temperature, speed and downward pressure. The weld cable should be allowed to melt enough so that the melted rod reaches the bottom of the groove. The top of the welding rod should flatten slightly and a small bead should form on either side of the welding tip (Fig. 10 and 14). After the first 30cm check the weld adhesion is good by gently pressing the cable in the welded section from side to side.

If the speed/heat/pressure combination is incorrect the weld will either come out or the cable will have melted over the sides of the groove, possibly with charred material either side of the groove. Fig 15 below is an example of a weld application that is too hot.



Fig.14



Fig.15

### Trimming

While the cable is still warm trim off most of the top half of the cable down to approximately 0.5mm using a sharp spatula and slide or Mozart knife which fits over the cable. Shown in Fig. 16. This Enables the cable to cool more quickly and enables a quick first cut to be made without risk of gouging the material.

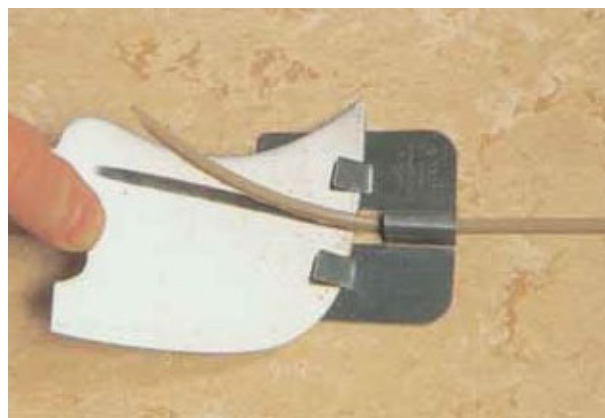


Fig. 16

The welding cable will dish slightly (concave downwards) as it cools. Wait until the material is completely cool before trimming flush with the surface of the sheet with a sharp spatula angled slightly across the line of cut or Mozart knife. Alternatively, trim flush with a flat profile 'X-acto' router blade. This blade is slightly concave, so blunt the corners to avoid scratches on either side of the weld. If trimming pulls out the weld this shows it is unsuccessfully adhered and the seam should be re-done with fresh welding cable.



Spatula



Slide plate



Mozart knife

Note: Making the final trim while the welding rod and material is still warm can result in the weld cable being pulled out of the groove and/or dishing of the weld cable. This may result in subsequent seam soiling problems or cause permanent damage to the surface of the flooring.

When Marmoleum and Linoleum products are installed adjacent to a vinyl flooring product, Marmoweld welding rod must be used to heat weld the seam if heat welding is specified. A vinyl welding rod will NOT bond to Marmoleum and Linoleum products, but Marmoweld will achieve an adhesive bond to most vinyl flooring products.

### Joining up a weld

To join a weld in the middle of a seam trim off the loose ends and chamfer down the section to be overlapped with a hand groover. Ensure hot air gets into the groove and heats the cable. As the gun travels over the un-welded section apply pressure and carry the weld on over the section to be joined. Allow to cool and trim as normal (Fig.17).

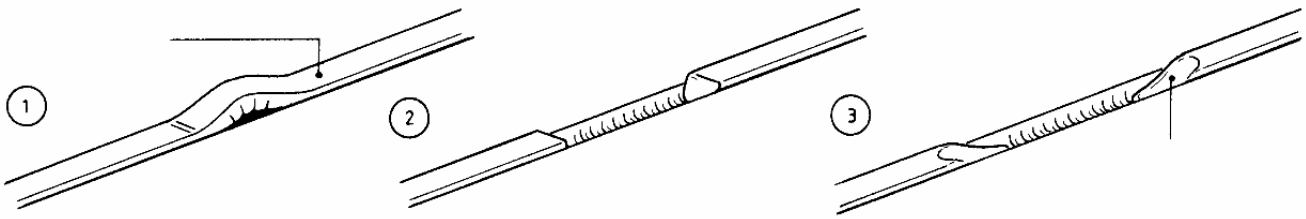


Fig.17

### Bight marks in Linoleum

During the manufacture of linoleum, it is hung in large stoves in continuous festoons up to 16 metres high to mature. At the top, the linoleum passes over a pole, face inwards, and at the bottom forms a loop, or bight, face outwards. During the 2-3 week curing process the weight of the material causes the linoleum to mould a little to the pole causing a mark across the width (a pole mark) which is always cut out at the factory.

The fold or bight at the bottom is however more gentle, though sometimes detectable as a slight ridge across the sheet, about 15cm wide (known as a bight mark).

With modern flexible linoleum formulations, this can usually be stuck down in 2.5mm or 2.0mm linoleum using normal adhesive spreading techniques provided the site is warm and the bight mark area is well rolled, firstly across the sheet and then along it.

With 3.2mm material or if site conditions are unfavourable it may be necessary to adapt the installation technique. Some floor layers prefer instead to cut bight marks out (especially when using 3.2mm thick material).

When site conditions are good, bight marks should present no problems using Forbo Eurocol 414 or 614 adhesives correctly spread with the specified 2mm x 6mm serrated trowel – a little extra attention is all that is required.

Pull back the sheet approximately half its length and spread the adhesive. As the sheet is fed into the wet adhesive and the bight mark is reached lean gently on the bight mark to reduce the radius and rock in and out of the adhesive looking to make sure that complete wet transfer of adhesive is achieved on the hessian backing over the whole width of the bight mark. Once the remainder of linoleum still to be fed into adhesive clears the area of the bight mark roll immediately with a 68 kg roller as above, dealing with any bubbles or trapped air before moving on. Repeat the rolling of the bight mark at 15 minute intervals until fully bonded to subfloor.

An alternative method is to mark the subfloor where the bight mark falls (Fig.18), pull back the sheet and spread the adhesive on the subfloor stopping just short of the start of the bight mark. Feed the linoleum into the wet adhesive up to this point and roll in both directions as above. Next spread the adhesive over the area of subfloor to be covered by the bight mark (Fig.19). Lean gently on the bight mark to reduce the radius and rock in and out of the adhesive looking to make sure complete wet transfer of adhesive is achieved on the hessian backing over the whole width of the bight mark. Roll the bight mark first across the width of the sheet and then lengthways. Spread the adhesive to the remaining area of the subfloor and roll the sheet as above, starting by re-rolling the area of the bight mark.





Fig.18



Fig.19

### **Perimeter sealing**

If the purpose of specifying welded seams is to prevent the risk of moisture getting under the floorcovering then logically the specification must ensure that perimeters are also sealed, together with any areas where pipes, etc. come up through the floorcovering. This is usually done with a silicone sealer but in special areas, such as prisons, a hard-setting epoxy may be used.

### **On completion of the installation**

First impressions may have more impact on the client than hours of skilled fitting.

The completed installation should be cleared of scrap material and debris, the floor swept or vacuumed and any traces of adhesive residues removed from the floor and skirtings.

If the floor covering is to be protected from other trades or site traffic prior to project completion, a protection product should be chosen that is appropriate for the type and level of traffic likely to be experienced and the potential for impact, scratching or indentation damage.

In many cases it is customary for the initial floor preparation to be left, or subcontracted, to a professional cleaning and maintenance contractor who will have the staff and equipment to do the job thoroughly.

If the optimum performance of any new floor covering is to be achieved, it is important that the correct cleaning and maintenance procedures are used from day one. Cleaning and maintenance guides for all Forbo Flooring linoleum products are available for download at: [www.forbo-flooring.com.au/marmoleum](http://www.forbo-flooring.com.au/marmoleum)

Cleaning and maintenance guides should be passed onto the main contractor, client or end user as appropriate on completion of the installation, and before any hand over clean is started.

If in any doubt contact us:

**Forbo Flooring Systems Australia Pty Ltd**

Tel: 1800 224 471

E-mail: [Info.au@forbo.com](mailto:Info.au@forbo.com)

[www.forbo-flooring.com.au](http://www.forbo-flooring.com.au)

### **Additional Reference documents and information:**

Forbo Floor Coverings Installation Guide: [www.forbo-flooring.com.au](http://www.forbo-flooring.com.au)

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