

CITY OF LA PALMA
Community Services Department
7822 Walker Street
La Palma, California 90623-1771

CITY COUNCIL
Steve Shanahan, Mayor
Peter L. Kim, Mayor Pro Tem
G. Henry Charoen, Councilmember
Gerard Goedhart, Councilmember
Steve Hwangbo, Councilmember

CITY MANAGER
Ellen Volmert

COMMUNITY SERVICES DIRECTOR
Michael S. Belknap



BID DOCUMENTS AND SPECIFICATIONS
FOR
COMMUNITY CENTER FLOOR RENOVATION
(CITY PROJECT NO. 13-BLDG-03)

February 2014

CITY OF LA PALMA
COMMUNITY CENTER FLOOR RENOVATION
(CITY PROJECT NO. 13-BLDG-03)

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CITY OF LA PALMA

NOTICE INVITING SEALED BIDS

**COMMUNITY CENTER FLOOR RENOVATION
(CITY PROJECT NO. 13-BLDG-03)**

RECEIPT OF PROPOSALS: Sealed proposals will be received at the office of the Community Services Director or City Engineer, City Hall, La Palma, California, until **10:30 AM on Thursday, March 20, 2014** for furnishing of all labor, materials and equipment for **COMMUNITY CENTER FLOOR RENOVATION, City Project No. 13-BLDG-03** (the "Project").

The proposal shall be submitted to the Community Services Director or City Engineer, City of La Palma, 7822 Walker Street, La Palma, California 90623-1771, in a sealed envelope plainly marked on the outside **"BID: for COMMUNITY CENTER FLOOR RENOVATION, City Project No. 13-BLDG-03, to be opened on Thursday, March 20, 2014 at 10:30 PM."** The proposals will be publicly opened and read aloud in the office of the Community Services Director or City Engineer at the aforementioned time on the aforementioned date. Any proposals received after the aforementioned time on the aforementioned date shall be returned unopened.

DESCRIPTION OF WORK: The work includes the removal and disposal of existing improvements, sealing of existing concrete slab, preparation and installation of approved flooring, restoration of existing improvements, and ensuring public safety and convenience.

COMPLETION OF WORK: All work to be done under this contract shall be completed in two phases, I and II, within **"twenty-five (25)"** consecutive working days, beginning on the date stipulated in the written Notice to Proceed issued by the Community Services Director or City Engineer. Each Phase shall be complete in "ten (10)" consecutive working days.

MANDATORY BIDDERS CONFERENCE: All Bidders must attend a bidders conference on March 13, 2014 held at 7821 Walker Street, La Palma, CA beginning at 10:00 am. **All proposals received from Bidders not in attendance at the Bidders Conference** shall be deemed non responsive and shall be rejected.

OBTAINING PLANS AND SPECIFICATIONS: Plans, Specifications, and any project addenda are available for download on the city's website, www.cityoflapalma.org. All prospective bidders are responsible for checking the City's website for the issuance of any project addenda prior to the bid opening for inclusion as part of the bid proposal. For project information, please contact the office of the City Engineer at (714) 690-3310.

BONDS: Pursuant to the Instructions to Bidders, each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of **ten percent (10%)** of the amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory **faithful performance bond** in the amount of **one hundred percent (100%)** of the total bid price and a **labor and material bond** in the amount of **one hundred percent (100%)** of the total bid price.

SUBSTITUTION OF SECURITIES: The Contractor may substitute securities for any monies withheld by the City to ensure performance under the contract in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

WAGE RATES: Pursuant to applicable provisions of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the contract shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The Community Services Director or City Engineer has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.

SHEETING, SHORING AND BRACING: Pursuant to the provisions of Labor Code section 6707, each proposal requiring trenching or open excavations five (5) feet or deeper submitted in response to this Notice Inviting Sealed Bids shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders."

CONTRACTOR'S LICENSE: At the time of award of the contract, the prime contractor must have a valid California State Contractor's License with a Classification of A, B, or C-15. Pursuant to Business and Professions Code section 7059, the City will not award a contract to a specialty contractor whose classification constitutes less than a majority of the project.

EQUAL OPPORTUNITY: The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

CITY'S RIGHTS RESERVED: The City of La Palma reserves the right to reject any and all proposals or bids, including the bid of a bidder who has been delinquent or unfaithful in any former contract with the City of La Palma, or to waive any irregularities or informalities in any bids or in the bidding, should it deem this necessary for the public good. No bidder may withdraw his or her bid for a period of sixty (60) days after the date from the opening thereof.

DATED: 2/27/14

CITY OF LA PALMA, CALIFORNIA

By: 
Michael S. Belknap
Director of Community Services

CITY OF LA PALMA

INSTRUCTIONS TO BIDDERS

COMMUNITY CENTER FLOOR RENOVATION (CITY PROJECT NO. 13-BLDG-03)

CONTRACT DOCUMENTS: The Contract Documents consist of the Notice Inviting Sealed Bids; Information for Bidders; Summary and Bid Schedule; Firm Identification; List of Subcontractors; Equipment/Material Source Information; Noncollusion Declaration to be Executed by Bidder and Submitted with Bid; Bid Bond; Contractor's License Declaration; Firm's Experience; Firm's References; Agreement; Faithful Performance Bond; Labor and Materials Bond; Escrow Agreement for Security Deposits in Lieu of Retention; General Provisions; Special Provisions and Technical Specifications; Plans and Specifications; and any Addenda issued prior to the submittal of the Bid. Also included shall be any and all Change Orders or supplemental written agreements approved as required by these Contract Documents amending the scope or cost or extending the time of completion of the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

FORM OF PROPOSAL: All proposals under these Contract Documents shall be submitted on the blank forms, which may be obtained at the office of the Community Services Director or City Engineer of the City of La Palma, 7822 Walker Street, La Palma, California 90623.

DELIVERY OF PROPOSALS: The proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his or her proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the bidder unopened. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. The complete proposal forms shall be without interlineations, alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. Alternative proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF PROPOSAL: The proposal may be withdrawn upon request by the bidder without prejudice to himself prior to, but not after, the time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his or her duly authorized representative and is filed with the Community Services Director or City Engineer. No proposal may be withdrawn during the period of sixty (60) days after the opening of proposals.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by cash or by a cashier's or certified check or by a bid bond in the amount of ten percent (10%) of the

amount of the bid price payable to the City of La Palma as a guarantee that the bidder, if his or her proposal is accepted, will promptly execute the contract, secure payment of workers' compensation insurance and furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total bid price and a labor and material bond in the amount of one hundred percent (100%) of the total bid price. The bidder whose proposal is accepted must enter into a contract within fifteen (15) days after written notice of the award and furnish the necessary bonds and insurance as hereinafter provided. In case of refusal or failure to enter into said contract, the cash, check or bond, as the case may be, shall be forfeited to the City. No bidder's bond will be accepted unless it conforms substantially to the form furnished by the City, which is bound herein, and is properly filled out and executed.

DISCREPANCIES IN PROPOSALS: In case of discrepancy between words and figures, the words shall prevail. If the amounts bid on individual items (if called for) do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures. The estimated quantities and amount are for the purpose of comparison of bids only.

COMPETENCY OF BIDDERS: In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the proposal. To this end, each proposal shall be supported by a statement of the bidder's experience on the form entitled "Information Required of Bidder" bound herein. No proposal for this work will be accepted from a Contractor who is not licensed in accordance with the laws of the State of California under applicable provisions of the Business and Professions Code. The licensing requirements for Contractors shall apply also to subcontractors.

BIDDER'S EXAMINATION OF SITE: Each bidder shall examine carefully the site of the proposed work and the Contract Documents therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered; as to the character, quality and quantity of materials to be furnished; and as to the requirements of the Contract Documents, specifications, and drawings. The name of the individual who examined the site of the work and the date of such examination shall be stated in the form entitled "Information Required of Bidder" in the space provided therefore.

DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected and none of the participants in such collusion will be considered in future proposals.

RETURN OF PROPOSAL GUARANTEES: Within ten (10) days after award of the contract, the City will return the proposal guarantees accompanying such of the proposals as are not considered in making the award. All other proposal guarantees will be held until the contract has been finally executed. They will then be returned to the respective bidders whose proposals they accompany.

AWARD OF CONTRACT: Bids will be compared on the basis of the lowest possible cost and the contract, if awarded, will be awarded to a responsible bidder whose proposal complies with the requirements of these Contract Documents. The award, if made, will be made within sixty (60) days after the opening of the proposals, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his or her bid.

EXECUTION OF CONTRACT: The bidder to whom award is made shall execute a written contract with the City on the Agreement provided in the Contract Documents, and shall secure all insurance and bonds as herein provided within fifteen (15) days from the date of written notice of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith shall be just cause for the annulment of the award and the forfeiture of the proposal guarantee. If the successful bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, such bidder's guarantee shall be likewise forfeited to the City. The work may then be re-advertised.

INSURANCE AND BONDS: The Contractor shall comply with the insurance requirements in the General Provisions which are incorporated herein by this reference. The Contractor shall not commence work under the contract until he or she has secured all insurance and bonds required under the Contract Documents, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained. All insurance issued in compliance with this section shall be issued in the form, and by an insurer or insurers, satisfactory to and first approved by the City in writing.

The Contractor shall maintain adequate workers' compensation insurance under the laws of the State of California for all labor employed by him or her or by any subcontractor under him or her who may come within the protection of such workers' compensation insurance laws. At the time of execution of the contract, the Contractor shall provide the certificate regarding workers' compensation insurance as indicated in Page I-1 of these Contract Documents.

The Contractor shall secure with a responsible corporate surety or corporate sureties, satisfactory bonds guaranteeing faithful performance by the Contractor of all requirements under these Contract Documents and upon the payment of claims of material, persons and laborers thereunder. The faithful performance bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. The labor and material bond shall be in the sum of not less than one hundred percent (100%) of the estimated aggregate amount of the payments to be made under the contract computed on the basis of the prices stated in the proposal. No bond will be accepted unless it conforms substantially to the forms furnished by the City, which are bound herein, and is properly filled out and executed.

EVIDENCE OF RESPONSIBILITY: Upon the request of the City, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the City satisfactory evidence showing the bidder's financial resources, his or her construction experience and his or her organization and plant facilities available for the performance of the contract.

LISTING OF SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following). The form entitled "Information Required of Bidders" shall be used for this purpose.

WAGE RATES: The Contractor and/or subcontractor shall pay wages at rates not less than those adopted pursuant to the Labor Code of the State of California as indicated in the "Notice Inviting Sealed Bids."

SAFETY PERMIT: The City will not perform safety inspections for this Project. Particular attention is called to Subsection 7-10.4.1 of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time of execution of these Contract Documents, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereafter referred to as the "Standard Specifications") which is incorporated herein by this reference. The Contractor shall have at the work site copies or suitable extracts of Construction Safety Orders, Tunnel Safety Orders (if applicable to the Project), and General Industry Safety Orders issued by the State Division of Industrial Safety.

OTHER PERMITS, FEES, AND LICENSES: The Contractor shall, prior to the start of construction, obtain a "Construction Permit" from the City of La Palma's Community Development Department, said permit being a "no-fee" permit.

In addition to the requirements above noted, the Contractor shall possess a valid City of La Palma Business License at the time of application for the Construction Permit and for the duration of the contract.

PROPOSAL FORM

FIRM
NAME: _____

ADDRESS: _____

TELEPHONE: _____

FOR
COMMUNITY CENTER FLOOR RENOVATION
(CITY PROJECT NO. 13-BLDG-03)
CITY OF LA PALMA, CALIFORNIA

(One copy shall be completed and submitted as the bid;
the other shall be the bidder's file copy.)

PROPOSAL FOR

**COMMUNITY CENTER FLOOR RENOVATION
(CITY PROJECT NO. 13-BLDG-03)**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LA PALMA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore, in accordance with the plans and specifications therefore, known as **COMMUNITY CENTER FLOOR RENOVATION, City Project No. 13-BLDG-03**, which are on file in the office of the Community Services Director or City Engineer of the City of La Palma; and the undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the Community Services Director or City Engineer of the City of La Palma, duly appointed for said work in the matter of **“COMMUNITY CENTER FLOOR RENOVATION, City Project No. 13-BLDG-03”** on file in the office of the Community Services Director or City Engineer of the City of La Palma, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices, to wit:

PHASE I

BID ITEM NO.	QUANTITY	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURE)	TOTAL PRICE (FIGURES)
1.	Lump Sum 1	Removal and Disposal of Existing Improvements in the Community Center Multi-Purpose Building at: _____ (Words) Per Lump Sum	 \$ _____	 \$ _____
2.	Lump Sum 1	Preparation of sub floor in the Community Center Multi-Purpose Building at: _____ (Words) Per Lump Sum	 \$ _____	 \$ _____
3.	L.F. 25	Crack repairs of concrete slab in the Community Center Multi-Purpose Building at: _____ (Words) Per Linear Foot	 \$ _____	 \$ _____

BID ITEM NO.	QUANTITY	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURE)	TOTAL PRICE (FIGURES)
4.	S.F. 4,320	Application of Moisture vapor Emission Treatment in the Community Center Multi-Purpose Building at: _____ _____ (Words) Per Square Foot	\$ _____	\$ _____
5.	S.F. 4,320	Installation of LVT Plank Flooring at: _____ _____ (Words) Per Square Foot	\$ _____	\$ _____
6.	L.F. 280	Installation of Vinyl base in the Community Center Multi-Purpose Building at: _____ _____ (Words) Per Lineal Foot	\$ _____	\$ _____
BASE BID TOTAL FOR PHASE I ITEMS #1 THROUGH # 6 IN WORDS: _____ _____				BASE BID TOTAL FOR PHASE I ITEMS # 1 THROUGH # 6 IN NUMBERS: \$ _____

PHASE II

BID ITEM NO.	QUANTITY	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURE)	TOTAL PRICE (FIGURES)
7.	Lump Sum 1	Removal and Disposal of Existing Improvements in the Sago and Pigmy Palm Rooms, offices, and storeroom at: _____ _____ (Words) Per Lump Sum	\$ _____	\$ _____
8.	Lump Sum 1	Preparation of sub floor in the Sago and Pigmy Palm Rooms, offices, and storeroom at: _____ _____ (Words) Per Lump Sum	\$ _____	\$ _____

BID ITEM NO.	QUANTITY	ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT PRICE (FIGURE)	TOTAL PRICE (FIGURES)
9.	S.F. 2,650	Application of Moisture Vapor Emission Treatment in the Sago and Pigmy Palm Rooms, offices, and storeroom at: _____ _____ (Words) Per Square Foot	\$ _____	\$ _____
10.	S.F. 2,650	Installation of LVT Plank Flooring in the Sago and Pigmy Palm Rooms, offices, and storeroom at: _____ _____ (Words) Per Square Foot	\$ _____	\$ _____
11.	L.F. 250	Installation of LVT Plank Flooring at: _____ _____ (Words) Per Lineal Foot	\$ _____	\$ _____
BASE BID TOTAL FOR PHASE II ITEMS #7 THROUGH # 11 IN WORDS: _____ _____			BASE BID TOTAL FOR PHASE II ITEMS # 7 THROUGH # 11 IN NUMBERS: \$ _____	
BASE BID TOTAL FOR PHASE 1 AND PHASE II ITEMS #1 THROUGH #11 IN WORDS: _____ _____			BASE BID TOTAL FOR PHASE I AND PHASE II IN NUMBERS: \$ _____	

Attached is a bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for _____ Dollars (\$ _____), payable to the City of La Palma, California, which is not less than ten percent (10%) of this bid, and which is given as a guarantee that the undersigned will enter into the contract, if awarded to the undersigned. The undersigned further agrees that in case of default in executing the required contract with the necessary bonds, within the time limits above specified, said bond or check and the money payable therein shall be forfeited to and become the property of the City of La Palma, California. The City Council of the City of La Palma reserves the right to reject any and all bids. The undersigned further agrees, in case of award, to the execution of the contract for the within described work and improvements, within fifteen (15) days following written notice of award of contract. All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids. The bid is submitted in response to the Notice Inviting Sealed Bids attached hereto, and pursuant to all of the proceedings of the City Council of the City of La Palma heretofore had and taken to date. The names of all persons, firms and corporations interested in the foregoing Proposal as principals are as follows:

The undersigned are prepared to satisfy the City Council of the City of La Palma of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

NOW, THEREFORE, in compliance with the Contract Documents and all the provisions stipulated therein, the undersigned, with full cognizance thereof, proposes to perform the entire Project for the prices set forth hereinbefore.

Dated: _____

 Signature of Authorized Officer

 Print Name

 Title

 Firm Name

 Firm Address

CITY OF LA PALMA

BID BOND

**COMMUNITY CENTER FLOOR RENOVATION
(CITY PROJECT NO. 13-BLDG-03)**

KNOW ALL PERSONS BY THESE PRESENTS that we _____
_____ as PRINCIPAL (hereinafter referred
to as "Bidder"), and _____ as
SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereafter referred to as the "City") in the penal sum of _____
_____ Dollars (\$_____) (which is
ten percent (10%) of the total amount bid by Bidder to City for the above stated Project)
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 and
successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Bidder has
submitted a bid to City to perform all work required under the Contract Documents for
the above stated Project, if said Bidder is awarded a contract by said City and within the
time and in the manner required under the heading "Instructions to Bidders," bound with
said Contract Documents, enters into a written contract on the form of "Agreement,"
bound with said Contract Documents, and furnishes the required bonds, to guarantee
faithful performance and payment of labor and material, and furnishes certificates as
evidence of required insurance coverage, then this obligation shall be null and void;
otherwise this obligation shall remain in full force and effect and shall be forfeited to the
City. In the event suit is brought upon this bond by said City and judgment is recovered,
said Surety shall pay all costs incurred by said City in such suit, including reasonable
attorney fees to be fixed by the Court.

WITNESS our hands this _____ day of _____, 20____.

(seal)
BIDDER

By: _____
(Name and Title)

(Mailing address of BIDDER)

(seal)
SURETY

By: _____
(Name and Title)

(Mailing address of SURETY)

(NOTARIAL ACKNOWLEDGMENT
OF BIDDER)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. Address _____

2. Telephone _____

3. Type of Firm _____
(Individual, Partnership, or Corporation)

4. Corporation organized under the laws of the State of _____

5. Contractor's License No., Class & Expiration Date:

6. List the names and addresses of all members of the firm or name and titles of all officers of the corporation:

7. Number of years experience as a contractor in construction work _____

8. List at least three projects completed as of recent date:

Contract Amount	Class of Work	Date Completed	Name, Contract and Address of Owner

9. List the name of the person who inspected the site of the proposed work for your firm:

Date of Inspection _____

10. If requested by City, the bidder shall furnish a notarized financial statement, financial data or other information and reference sufficiently comprehensive to permit an appraisal of his or her current financial condition.

11. List the name and address of each subcontractor who will perform work in or about the work or improvement and indicate what part of the work will be done by each such subcontractor.

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Name _____ License No. & Class _____

Address _____

Work to be performed _____

Dated: _____

Signature of Authorized Officer

Print Name

Title

Firm Name

Firm Address

CONTRACTOR'S LICENSE DECLARATION

The undersigned declares that he or she is _____(title)
of _____(firm), the party making the foregoing
Bid (hereinafter, the "Bidder").

1. Bidder's Contractors License Number is as follows: _____.
2. Bidder's Contractors License Class is as follows: _____.
3. The expiration date of Bidder's Contractor's License is _____, 20____.
4. Bidder acknowledges that Section 7028.15(e) of the Business and Professions Code provides as follows:

"Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid."

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20____, at _____ (insert city and state where declaration signed).

Signature

Print Name

BIDDERS CONFERENCE DECLARATION

The undersigned declares that he or she is _____ (Title) of _____ (Firm), the Party making the foregoing bid. Bidder declares that he or she or his or her duly appointed representative attended the Bidders Conference on March 6, 2014 at 7821 Walker Street, La Palma, CA.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2014 at _____ (insert City) and State where Declaration is signed).

Signature

Printed Name

**NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Name: _____

Title: _____

Signature: _____

(NOTARIAL ACKNOWLEDGMENT)

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the CITY OF LA PALMA, CALIFORNIA, hereinafter referred to as the "City," and _____, hereinafter referred to as the "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I: For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City, said Contractor agrees with said City to construct the work under the City's specification entitled "**COMMUNITY CENTER FLOOR RENOVATION, City Project No. 13-BLDG-03**" and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the drawings and described in the specifications thereof, to furnish at his or her own proper cost and expense all tools, equipment, labor and materials necessary thereof, except such material and equipment as in said specifications are expressly stipulated to be furnished by said City, and to do everything required by this Agreement and the said Specifications and Drawings.

ARTICLE II: For furnishing all said materials and labor, furnishing and removing all plant, temporary works or structures, tools and equipment and doing all the work contemplated and embraced in this Agreement, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise from or be encountered in the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by said City, and for well and faithfully completing the work the whole thereof, in the manner shown and described in the said Specifications and Drawings and in accordance with the requirements of the Community Services Director or City Engineer, said City will pay and said Contractor shall receive in full compensation thereof the prices named in the Bidding Sheets of the Proposal hereto attached.

ARTICLE III: No work, services, material or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to the Contractor by the City, and all bonds and certificates of insurance have been furnished to, and approved by, the City.

ARTICLE IV: All work to be done under this contract shall be completed within the time period set forth in the Notice Inviting Sealed Bids, beginning on the date stipulated in the written Notice to Proceed issued by the Community Services Director or City Engineer.

ARTICLE V: The City hereby promises and agrees with said Contractor to employ and does hereby employ said Contractor to do the work according to the terms and conditions herein contained and referred to for the price aforesaid, and hereby contracts to pay the same, at the time, in the manner and upon the conditions set forth in this Agreement; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants

herein contained.

ARTICLE VI: The Contract Documents consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, the Proposal, the Bid Bond, the Information Required of Bidders, this Agreement, the Faithful Performance Bond, the Labor and Material Bond, the Workers' Compensation Certificate, the General Provisions, the Special Provisions, the Technical Provisions, the Specifications and the Drawings mentioned therein, and all addenda issued by the City with respect to the foregoing prior to the opening of bids. Each and every Contract Document in its entirety, including but not limited to General Provisions Section 41, are hereby incorporated in and made part of this Agreement as truly as if fully set forth herein.

IN WITNESS WHEREOF: The parties hereto have caused this contract to be executed the day and year first above written.

CITY OF LA PALMA, CALIFORNIA

By _____
Mayor

ATTEST:

City Clerk

Contractor

By _____

Title

By _____

Title

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ (hereinafter referred to as "Contractor") as
PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereinafter referred to as the "City") in the sum of _____
_____ Dollars (\$_____) (this amount
being not less than one hundred percent (100%) of the total bid price of the contract
awarded by the City to the Contractor), 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 and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
been awarded and is about to enter into the annexed contract with said City for
consideration of the work under the specification entitled "**COMMUNITY CENTER FLOOR
RENOVATION, City Project No. 13-BLDG-03**", and is required by said City to give this
bond in connection with the execution of said contract.

NOW, THEREFORE, whenever Contractor shall be, and is declared by the City to be, in
default under the Contract, the City having performed the City's obligations thereunder, the
Surety shall promptly either remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by Surety of the lowest responsible Bidder,
arrange for a contract between such Bidder and the City, and make available as
work progresses (even though there should be a default or succession of defaults
under the Contract or Contracts of completion arranged under this Paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price,
but not exceeding, including other costs and damages for which Surety may be
liable hereunder, the amount set forth in the first executory Paragraph hereof. The
term "balance of the contract price" as used in this Paragraph shall mean the total
amount payable to Contractor by the City under the Contract and any modifications
thereto, less the amount properly paid by the City to the Contractor.

Surety expressly agrees that the City may reject any contractor or subcontractor (in
accordance with the Contract Documents for this Contract) that may be proposed by
Surety in fulfillment of its obligations in the event of default by the Contractor.

No right of action shall accrue on this bond to or for the use of any person or corporation
other than the City named herein or the successors or assigns of the City.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
modification, renewal, or termination of this bond.

If said Contractor shall well and truly do and perform all the covenants and obligations of said contract on his or her part to be done and performed at the time and in the manner specified herein; then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or the Surety thereunder, nor shall any extension of time granted under the provisions of said contract release either said contractor or said Surety and notice of such alterations or extensions of the contract is hereby waived by said Surety.

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

WITNESS our hands this _____ day of _____, 20____.

Contractor (seal)

Surety (seal)

By: _____
(Name and Title)

By: _____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
_____ (hereinafter referred to as "Contractor") as
PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the CITY OF LA PALMA, CALIFORNIA,
(hereinafter referred to as the "City") in the sum of _____
_____ Dollars (\$_____) (this amount
being not less than one hundred percent (100%) of the total bid price of the contract
awarded by the City to the Contractor), 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 and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas, said Contractor has
been awarded and is about to enter into the annexed contract with said City for
construction of the work under the specification entitled, "**COMMUNITY CENTER FLOOR
RENOVATION, City Project No. 13-BLDG-03**" and is required by said City to give this
bond in connection with the execution of said contract.

NOW, THEREFORE, if said Contractor in said contract, or subcontractor, fails to pay for
any materials, provisions, provender or other supplies, or for the use of implements or
machinery, used in, upon, for or about the performance of the work contracted to be done,
or for any work or labor thereon of any kind, or for amounts due under the Unemployment
Insurance Act with respect to such work or labor, said Surety will pay for the same, in an
amount not exceeding the sum specified above, and also in case suit is brought upon this
bond, a reasonable attorney's fee, to be fixed by the court. This bond shall inure to the
benefit of the City and of any persons, companies, or corporations, or their respective
assigns, entitled to file claims under applicable State law, including, but not limited to,
California Civil Code Section 3181.

Surety and Contractor shall provide City notice thirty (30) calendar days prior to any
modification, renewal, or termination of this bond.

PROVIDED, that any alterations in the work to be done, or the materials to be furnished,
which may be made pursuant to the terms of said contract, shall not in any way release
either said Contractor or said Surety thereunder nor shall any extensions of time granted
under the provisions of said contract release either said Contractor or said Surety, and
notice of such alterations or extensions of the contract is hereby waived by said Surety.

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

WITNESS our hands this _____ day of _____, 20____.

_____(seal)
Contractor

_____(seal)
Surety

By:_____
(Name and Title)

By:_____
(Name and Title)

(Mailing address of Contractor)

(Mailing address of Surety)

(NOTARIAL ACKNOWLEDGMENT
OF CONTRACTOR)

(NOTARIAL ACKNOWLEDGMENT
OF SURETY)

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 reads, in part:

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 by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

Signed, this _____ day of _____, 20_____.

Name: _____

Title: _____

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.)

CITY OF LA PALMA

GENERAL PROVISIONS

COMMUNITY CENTER FLOOR RENOVATION (CITY PROJECT NO. 13-BLDG-03)

SECTION 1. INTENT

The Contract Documents are complementary, and what is called for by one part shall be as binding as if called for by all. The intent of the Contract Documents is to include all work consistent therewith and reasonably inferable therefrom as being necessary for completion of the contract and to provide a functionally complete Project. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Project. Materials or work described in words that indicate the proper execution and a well-known technical or trade designation shall be held to refer to such recognized standards. It is understood and agreed that the written terms and provisions of the Contract Documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.

SECTION 2. PRECEDENCE OF CONTRACT DOCUMENTS

In resolving inconsistencies or ambiguities among two (2) or more components of the Contract Documents, highest precedence shall be given to the Agreement and decreasing order as follows:

1. Specifications and Drawings
2. Special Provisions
3. Technical Provisions
4. General Provisions
5. Agreement
6. Instructions to Bidders
7. Notice Inviting Sealed Bids
8. Other Contract Documents
9. Standard Specifications (as hereinafter incorporated)

SECTION 3. STANDARD SPECIFICATIONS

The general provisions which shall apply to this contract include the provisions found in Part 1 – General Provisions of the Standard Specifications for Public Works Construction, latest edition plus any supplements at the time the Notice Inviting Sealed Bids is signed by the Community Services Director or City Engineer, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). Part 1 – General Provisions of the Standard Specifications is incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.

Wherever in the Standard Specifications the terms below are used, they shall be

understood to mean and refer to the following:

- (a) "Agency" means and refers to the City of La Palma, California.
- (b) "Board" means and refers to the La Palma City Council.
- (c) "Engineer" means and refers to the La Palma Community Services Director or City Engineer, acting either directly or through authorized agents.
- (d) Other terms appearing in Part 1 – General Provisions of the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.

SECTION 4. LEGAL ADDRESS OF CONTRACTOR

The address given in the Contractor's proposal on which the contract is founded is hereby designated as the place to which all notices, letters and other communications to the Contractor shall be mailed or delivered. The mailing to or delivering at the above named place of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor. The date of said service shall be the date of deposit in a United States mail depository or of personal delivery to said address. Such address may be changed at any time by a written notice signed by the Contractor and delivered to the Community Services Director or City Engineer.

SECTION 5. PAYMENTS

Attention is directed to subsection 9-3 of the Standard Specifications for partial payment and final payment provisions. No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

SECTION 6. PAYMENTS TERMINATING LIABILITY

Pursuant to Public Contract Code Section 7100, payment of undisputed contract amounts is contingent upon the Contractor furnishing the City with a written release of all claims against the City and its officials, officers, employees, agents, and volunteers (collectively "City Personnel") arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release.

Notwithstanding the foregoing, the Contractor's acceptance of undisputed contract amounts shall act as a release of the City and City Personnel from all claims and liability to the Contractor for anything done or furnished for, or relating to, these amounts or for any act or neglect of the City or City Personnel relating to or affecting these amounts, except the claim against the City for the remainder, if any, of the amounts kept or retained as provided in subsection 9-3 of the Standard Specifications, unless the Contractor specifically provides written notice that it accepts said amounts under protest. If the Contractor accepts said amounts under protest, the Contractor shall not deposit said amounts for ten (10) days during which time the City may withdraw the funds.

SECTION 7. MONIES TO BE RETAINED

The Contractor's attention is called to subsection 9-3.2 of the Standard Specifications which sets the payment deduction and retention schedule applicable to the Project. Pursuant to Public Contract Code section 9203, the City shall withhold not less than five

percent (5%) of the contract price until final completion and acceptance of the Project. Notwithstanding the foregoing, the City may keep any monies which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to the payment of any expense, losses or damages, as determined by the Community Services Director or City Engineer, incurred by the City, for which the Contractor is liable under the Contract Documents.

SECTION 8. RECOVERY OF DAMAGES

The making of an estimate and payment in accordance therewith shall not preclude the City from demanding and recovering from the Contractor such damages as it may sustain by reason of the Contractor's failure to comply with the Contract Documents.

SECTION 9. PROGRESS PAYMENTS

Once each month the City will process the Contractor's request for partial payment on the basis of an estimate prepared by the Contractor and approved by the Engineer for work completed during the preceding month. The estimate will cover the work performed by the Contractor during the preceding month plus eighty percent (80%) of the paid invoice cost of material suitably stored at the site of the project if the Contractor desires payment for material stored; provided that, (1) each individual item of material or piece of equipment will become a permanent part of the Work and has a value in excess of \$5,000; and (2) the material or equipment is required by the specifications and is specifically manufactured for the project and cannot be readily diverted to another job.

SECTION 10. COMPLETION OF WORK

In the event that the Community Services Director or City Engineer shall be of the opinion that the work is being inadequately or improperly prosecuted in any respect, he or she may demand that the Contractor improve or change the prosecution of the work in such manner as to assure proper and timely completion.

SECTION 11. FINAL INVOICE AND PAYMENT

(a) Whenever in the discretion of the Community Services Director or City Engineer the Contractor shall have completely performed the contract, the Community Services Director or City Engineer shall notify the City that the contract has been completed in its entirety. He or she shall request that the City accept the work and that the City Clerk be authorized to file, on behalf of the City, in the office of the Orange County Recorder, a notice of completion of the work herein agreed to be done by the Contractor. The Contractor will then submit to the Community Services Director or City Engineer for approval a written statement of the final quantities of contract items for inclusion in the final invoice. Upon receipt of such statement, the Community Services Director or City Engineer shall check the quantities included therein and shall authorize the Contractor to submit an invoice which in the Community Services Director or City Engineer's opinion shall be just and fair, covering the amount and value of the total amount of work done by the Contractor, less ten percent (10%) of the total work done.

(b) Pursuant to Public Contract Code section 7107, within sixty (60) days after the filing of the notice of completion of the work, the City shall pay to the Contractor the remaining retained amounts after deducting from the amount or value stated in the invoice all prior

payments to the Contractor and all amounts to be kept and retained under the provisions of the contract, and shall release the faithful performance bond and the labor and material bond. In the event of a dispute between the City and the Contractor, the City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

(c) The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the "Substitution of Securities" provisions of the General Provisions.

SECTION 12. UNPAID CLAIMS

The Contractor's attention is drawn to Civil Code Division 3, Part 4, Title 15, Chapter 4 titled "Stop Notice for Public Work" (beginning with section 3179). The following provisions are to be read consistently with said Chapter 4 and to incorporate said Chapter 4 to the extent applicable. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims of lien may be filed for record, any person or persons claiming to have performed any labor or furnished any material, supplies or services toward the performance or completion of this contract, or that they have agreed to do so, shall timely file with the City a verified statement of such claim, stating in general terms the kind of labor and materials and the name of the person to or for whom the same was done or furnished, or both, and the amount in value, as near as may be, of that already done or furnished, or both, together with a statement that the same has not been paid, or if any person or persons shall bring against the City or against any agent or agents thereof any action to enforce such claim, the City shall until the discharge thereof withhold from the monies under its control so much of said monies due or to become due the Contractor under this contract as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the City in its discretion permits the Contractor to file an additional bond in a penal sum equal to one and one-fourth times (125%) the amount of said claim, said monies shall not thereafter be withheld on account of such claim. A claimant shall not be entitled to enforce a stop notice unless the claimant shall have given the preliminary twenty (20) day notice in accordance with Civil Code section 3098 if so required by that section. No stop notice will be effective unless it is served before the expiration of thirty (30) days after the recording of a notice of completion or notice of cessation, or if no notice is recorded, ninety (90) days after completion or cessation. The Contractor may substitute securities for any monies withheld under this section in compliance with the requirements of Public Contract Code Section 22300 and the provisions of the General Provisions pertaining to "Substitution of Securities."

SECTION 13. ALLOWABLE VARIATIONS

When in the Contract Documents a maximum or minimum either in size, percentage or thickness or relating to quality, character or other matter, is allowed or prescribed, the work shall be accepted as in compliance if within such maximum or minimum so allowed hereby.

SECTION 14. CHANGES IN WORK

All changes in the work shall comply with Section 3 of the Standard Specifications.

When extra work is to be paid for on a force account basis, the labor, materials, equipment rental and other items of expenditures, the percentage of markup applied to the Contractor's direct cost for all overhead and profit shall be in accordance with the General Provisions and subsection 3-3.2.3 of the Standard Specifications.

SECTION 15. MARK-UP

The following markups shall apply for all extra work requested by contract change order:

(a) Work by Contractor:

The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	20%
Materials	15%
Equipment Rental	15%
Other items and Expenditures	15%

To the sum of the costs and markups provided for in this section, one percent (1%) shall be added as compensation for bonding.

(b) Work by subcontractor:

When all or any part of the extra work is performed by a subcontractor, the markup established in section (a) above shall be applied to the subcontractor's actual costs of such work, to which a markup of ten percent (10%) on the first \$2,000.00 of the subcontracted portion of the extra work, and a markup of five percent (5%) on the work added in excess of \$2,000.00 of the Subcontracted portion of the extra work may be added by the Contractor.

SECTION 16. INCREASED OR DECREASED QUANTITIES

If the total pay quantity of any item of work varies by more than 25 percent, compensation payable to the Contractor will be determined in accordance with the applicable portions of Section 3 of the Standard Specifications.

When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Community Services Director or City Engineer's Estimate is less than \$1,500 at the applicable contract unit price, the Community Services Director or City Engineer reserves the right to make no adjustment in said price if he or she so elects, except that an adjustment will be made if requested in writing by the Contractor. Such Contractor's request shall be accompanied by adequate, detailed data to support costs of the item.

SECTION 17. PUBLIC UTILITIES

The provisions of Government Code section 4215 are incorporated herein. As required under Section 4215, the Contractor shall be compensated for the costs of locating,

repairing damage not due to the failure of the contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work. The contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the City or the owner of the utility to provide for removal or relocation of such utility facilities. Notwithstanding the foregoing, the City is not required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities.

SECTION 18. TRENCHING

- (a) To the extent that the Project requires trenching or excavations that extend deeper than four (4) feet below the surface, Public Contract Code section 7104 is hereby incorporated and the following provisions shall apply:
 - (i) The Contractor shall promptly notify the City in writing before the following conditions are disturbed: (1) material the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117; (2) subsurface or latent physical conditions at the site differing from those indicated by the City prior to the deadline for submitting bids; and (3) unknown physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the character of the work.
 - (ii) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the Contract Documents.
 - (iii) In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
- (b) To the extent that the Project involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and requires the excavation of any trench or trenches five (5) feet or more in depth, Labor Code section 6705 is hereby incorporated and the following provisions shall apply:
 - (i) Submission by the Contractor and acceptance by the City or the Community Services Director or City Engineer of a detailed plan

showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches is required in advance of excavation.

- (ii) If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

SECTION 19. UNDERGROUND SERVICE ALERT

Except in an emergency, the Contractor prior to conducting any excavation or resurfacing shall contact the appropriate regional notification center, at least two working days prior to commencing that excavation or resurfacing. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation or resurfacing. Underground Service Alert may be contacted by calling 1-800-227-2600. The Contractor shall also notify the City of La Palma Community Services Department at (714) 690-3310.

In addition to and notwithstanding the foregoing, the Contractor is required to comply with all relevant provisions of Government Code section 4216 *et seq.* and all other laws regarding the relocation or disturbance of utilities. The Contractor's attention is specifically called to Government Code sections 4216.2, 4216.4 and 4216.6.

SECTION 20. LABOR CODE

- (a) Pursuant to applicable provisions of the Labor Code of the State of California, including Labor Code section 1773.2, not less than the general prevailing rate of per diem wages including legal holidays, and overtime work for each craft or type of worker needed to execute the work contemplated under the Contract Documents shall be paid to all workers employed on the work to be done according to this contract by the Contractor or any subcontractor and shall be deemed to include employer payments for health and welfare, pension, vacation and similar purposes. The Community Services Director or City Engineer has on file the prevailing rate of per diem wages and will furnish the same to any interested party on request. A copy of the prevailing rate of per diem wages must be posted at each job site.
- (b) The provisions of Labor Code section 1776 are incorporated herein. As required under Section 1776, the Contractor and each subcontractor shall keep accurate payroll records, 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 him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct; and (2) the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by his or her

employees on the public works project.

- (c) The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices.
- (d) Pursuant to Labor Code Section 1775, it is hereby stipulated that the Contractor shall, as a penalty to City, forfeit not more than \$50 (to be determined by the Labor Commissioner) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for the work or craft in which the worker is employed for the Project under the contract by Contractor or by any subcontractor under the Contractor. The Contractor shall be responsible to ensure that all contracts executed between the Contractor and the subcontractor for the performance of work on the Project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- (e) Pursuant to Labor Code section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- (f) Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit \$25 for each worker employed in the execution of this Contract by the Contractor or by any subcontractor hereunder 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 (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- (g) Pursuant to Labor Code section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor and each subcontractor is required to secure the payment of compensation to its employees.

SECTION 21. INELIGIBLE SUBCONTRACTORS

Pursuant to Public Contract Code section 6109, the Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project pursuant to Labor Code section 1777.1 or 1777.7. Any contract between the Contractor and an ineligible subcontractor for work on the Project is void as a matter of law. Any public money paid to the ineligible subcontractor by the Contractor shall be returned to the City.

SECTION 22. NOTIFICATION OF THIRD PARTY CLAIMS

The City and the Contractor shall each notify the other of the receipt of any third-party claims relating to the contract. This notification shall be made in writing within one (1) week from the receipt of the third-party claim.

SECTION 23. CLAIMS

This section shall apply to claims of \$375,000 or less arising between the City and the Contractor under this contract.

- (a) Pursuant to Public Contract Code Section 20104 *et seq.*, which is incorporated herein, the claim shall be in writing, include the documents necessary to substantiate the claim, and be filed with the City on or before the date of the final payment for the work. If the claim is less than \$50,000, the City shall respond in writing to the claim within 45 days of its receipt; or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 15 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information.

If the claim is over \$50,000, the City shall respond in writing to the claim within 60 days of its receipt, or the City may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor, and in such event the City's response shall be submitted to the Contractor within the later of 30 days after the receipt of the further documentation, or the time taken by the Contractor in producing the additional information or requested documentation.

- (b) If the Contractor disputes the City's written response, or if the City fails to respond within the prescribed time, to the claim, the Contractor may notify the City in writing within 15 days, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of the demand, the City shall schedule a meet and confer conference within 30 days. If the claim or any portion thereof remains in dispute following the meet and confer conference, the Contractor may file a claim pursuant to Government Code Section 900, *et seq.* For purposes of this paragraph, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits the claim until the time such claim is denied, including any period of time utilized by the meet and confer conference.
- (c) The following procedures shall apply to any civil action filed pursuant to this section.
 - (i) Nonbinding Mediation - Within 60 days, but no earlier than 30 days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, and shall be commenced within 30 days of the submittal and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause

showing to the court.

- (ii) Judicial Arbitration - If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Section 1141.10, *et seq.*, of the Code of Civil Procedure, notwithstanding Code of Civil Procedure Section 1141.11. The civil discovery procedure of Code of Civil Procedure Section 2016.010, *et seq.*, shall apply, consistent with the rules pertaining to judicial arbitration. In addition to the provisions of Code of Civil Procedure Section 1141.10, *et seq.*, (a) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys fees on appeal of the other party.
- (iii) Interest on Award or Judgment - In any suit filed pursuant to this section, the City shall pay interest at the legal rate on any arbitration award or judgment, which interest shall begin to accrue on the date the suit is filed in a court of law.

All claims not subject to this section must be presented to the City pursuant to Government Code section 910 *et seq.* The City shall take action with respect to any such claim as provided in Division 3.6 of Title 1 of the Government Code. Denial of such claim by the City shall be a prerequisite to the institution of any legal proceeding challenging the action(s) of the City.

SECTION 24. SUBSTITUTION OF SECURITIES

The provisions of Public Contract Code section 22300 are incorporated herein. At the request and expense of the Contractor, securities equivalent to any amount withheld by the City to ensure performance under the contract shall be deposited with the City, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor. The Contractor shall bear all of the expense of the City and the escrow agent in connection with the establishment of an escrow account, the deposit of qualified securities into the escrow account, all statements and accounting relating to the escrow account, and the maintenance of the escrow account.

Securities eligible for investment under this section include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The Contractor shall, upon written notification to the City that the Contractor intends to open an escrow account with an escrow agent to deposit qualified securities as a substitute for retention of Contractor earnings required to be withheld by the City, notify the Surety in writing of such intention, and furnish the City with the written consent of the Surety to the utilization of such escrow account in lieu of periodic retention.

SECTION 25. ADDITIONAL SURETY

If during the continuance of the contract any of the sureties upon the faithful performance bond in the opinion of the Community Services Director or City Engineer are or become insufficient, he or she may require additional sufficient sureties which the Contractor shall furnish to the satisfaction of the Community Services Director or City Engineer within fifteen (15) days after notice, and in default thereof the contract may be suspended and the work completed as provided in Section 6 of the Standard Specifications.

SECTION 26. LIABILITY AND INDEMNIFICATION

The City, its officers, employees, agents and representatives, and the Engineer shall not be answerable or accountable in any manner, either individually or collectively for any loss or damage that may happen to the Work or any part thereof, or for any of the materials or other things used or employed in performing the Work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the Project. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the Work, except the active negligence or willful misconduct of City, its agents, servants or independent contractors who are directly responsible to the City.

Contractor shall indemnify City, the Engineer, and the respective City Councils, officers, employees, agents and representatives, against, and hold and save them and each of them harmless from, any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the Work, operation or activities of Contractor, its agents, employees, subcontractors or invitee, provided for herein, whether or not there is concurrent passive negligence on the part of the City, its officers, directors, employees, agents, representatives, or the Engineer, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arise from the active negligence or willful misconduct of City or its officers, directors, employees, agents, representatives or independent contractors who are directly responsible to City; and in connection therewith:

- (a) Contractor shall defend any action or actions filed in connection with any of such claims, damages, penalties, obligations or liabilities, and shall pay all costs and expenses, including attorneys' fees, incurred in connection therewith.
- (b) Contractor shall promptly pay any judgment rendered against Contractor or the City or City Personnel or independent contractors who are directly responsible to City covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder, and Contractor shall save and hold the City harmless there from.
- (c) In the event the City is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out

of or in connection with the work, operation or activities of Contractor hereunder, Contractor shall pay to the City any and all costs and expenses incurred by the City in such action or proceeding, together with reasonable attorneys' fees. If the City is so named as a party to any such action, the City can elect to be represented by counsel of its choosing and Contractor shall be responsible to reimburse the City for all reasonable fees and costs associated with that representation.

- (d) So much of the money due to the Contractor under and by virtue of the Contract as shall be considered necessary by the City may be retained by the City until disposition has been made of such actions or claims for damages as aforesaid.

SECTION 27. PERSONAL LIABILITY

Neither the City, the Community Services Director or City Engineer, nor City Personnel shall be personally responsible for any liability arising under the Contract.

SECTION 28. LEGAL ACTIONS AGAINST THE CITY

In the event litigation is brought against the City concerning compliance by the City with State or Federal laws, rules or regulations applicable, the provisions of this section shall apply:

- (a) If, pursuant to court order, the City prohibits the Contractor from performing all or any portion of the work, the delay will be considered a right of way delay within the meaning of Subsection 6-6 of the Standard Specifications unless the contract is terminated as hereinafter provided, in which event compensation payable to the Contractor shall be determined in accordance with said termination provisions.
- (b) If, pursuant to court order (other than an order to show cause), the City is prohibited from requiring the Contractor to perform all or any portion of the work, the City may, if it so elects, eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.
- (c) If the final judgment in the action prohibits the City from requiring the Contractor to perform all or any portion of the work, the City will either eliminate the enjoined work pursuant to Section 3 of the Standard Specifications or terminate the contract in accordance with Subsections 6-3 and 6-5 of the Standard Specifications.

SECTION 29. INSURANCE

The Contractor shall not commence work under the Contract Documents until it has secured all types and amounts of insurance required under the Contract Documents, nor shall it allow any subcontractor to commence work on its subcontract until any such subcontractor has obtained the same insurance required of the Contractor under the Contract Documents. Without limiting Contractor's indemnification obligations,

Contractor shall procure and maintain, at its sole cost and for the duration of Project until a notice of completion is issued by the Community Services Director or City Engineer, insurance coverage as provided below, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to the City. The provisions of this Section 29 replace the provisions of Standard Specifications subsection 7-3.

(a) Insurance Coverage Required: Contractor shall provide the following types and amounts of insurance.

(i) Commercial General Liability Insurance. Contractor shall use Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than Three Million Dollars (\$3,000,000.00) per occurrence for all covered losses and no less than Five Million Dollars (\$5,000,000.00) general aggregate.

(ii) Workers' Compensation. Contractor shall use a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than One Million Dollars (\$1,000,000.00) per accident for all covered losses.

(iii) Business Auto Coverage. Contractor shall use ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than One Million Dollars (\$1,000,000.00) per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor shall obtain evidence of personal auto liability coverage for each such person.

(iv) Excess or Umbrella Liability Insurance (Over Primary). If excess or umbrella liability insurance is used to meet limit requirements, Contractor shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay ob behalf", with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one

insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors, or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

(b) Contractor's Insurance General Requirements:

(i) Shall be issued by an insurance company that is an admitted carrier in the State of California and maintains a Secure Best's Rating of "A-" or higher; unless otherwise approved by the City;

(ii) Commercial General Liability, Business Auto Coverage and Excess or Umbrella Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively "City Personnel") as additional insureds and contain no special limitations on the scope of protection afforded to City or City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) Shall be primary insurance and any insurance or self-insurance maintained by the City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) Shall be "occurrence" rather than "claims made" insurance.

(v) Shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) Shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of the Agreement by City.

(d) Evidence of Coverage: The Contractor shall furnish the City with endorsed certificates of insurance demonstrating the coverage required by this Section which shall be received and approved by City not less than five (5) working days before work commences.

SECTION 30. INTEGRATION

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification. Contractor hereby acknowledges that no oral statement can be reasonably relied on and shall not be relied on for any equitable claim.

The Contract Documents represent the entire understanding of the City and the Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

SECTION 31. INDEPENDENT CONTRACTOR STATUS

The City hereby engages Contractor as an independent contractor for the sole purpose of performing the work related to the Project. Contractor shall perform the services on the terms and conditions set forth herein. Contractor is an independent contractor, and nothing in this Contract or in the relationship between the City and the Contractor shall constitute a partnership, joint venture, agency or any other similar relationship.

SECTION 32. SALES AND/OR USE TAXES

Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder, shall be paid by the Contractor.

SECTION 33. RECOVERY OF ANTI-TRUST CLAIMS

In submitting a bid to the City, the Contractor offers and agrees that if the bid is accepted, it will assign to the City 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the Contractor.

SECTION 34. ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or of its rights, title or interest in or to the same or any part thereof, without the previous consent in writing of the City. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under the contract

unless by and with the like consent signified in like manner. If the Contractor shall, without previous written consent, assign, transfer, convey, sublet or otherwise dispose of the contract or its right, title or interest therein, or of any of the monies to become due under the contract, to any other person, company, or other corporation, such attempted or purported assignment, transfer, conveyance, sublease or other disruption shall be null, void and of no legal effect whatsoever. In such event the contract may, at the option of the City, be terminated, revoked and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the Contractor, and to its purported assignee or transferee. No right under the contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any purported assignment of the contract, or any part thereof, or by reason of the purported assignment of any monies to become due hereunder, unless authorized as set forth herein by written consent of the City. If the City consents to any assignment of the contract, or any part thereof, and the contract or part thereof is in fact assigned, all rights and obligations under the Contract Documents will be of full force and effect as to both the Contractor as Assignor and the Contractor's Assignee unless the City agrees otherwise in writing.

SECTION 35. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

The California Environmental Quality Act may be applicable to permits, licenses and other authorizations which the Contractor must obtain from local agencies in connection with performing the work of the contract. The Contractor shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations and they shall be obtained in sufficient time to prevent delays to the work.

In the event that the City has obtained permits, licenses or other authorizations applicable to the work, in conformance with the requirements in said California Environmental Quality Act, the Contractor shall comply with the provisions of said permits, licenses and other authorizations.

SECTION 36. PUBLIC SAFETY AND PUBLIC PROTECTION

The attention of the Contractor is directed to subsection 7-10.4 of the Standard Specifications and is cautioned that the Standard Specifications apply to demolition and/or removal work as well as construction work. Strict compliance with State and local safety requirements will be enforced.

The Contractor is required to make whatever the provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as his or her operation warrant to protect the public from danger, loss of life or loss of property, which would result from interruption of or contamination to the public water supply, interruption of other public utility services, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the work which require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly to protection of work under this

contract.

Whenever, in the opinion of the Community Services Director or City Engineer, an emergency exists as a result of the Contractor's activity that threatens public safety, utilities and adjacent structures or property, immediate action shall be considered necessary in order to protect or property, the Community Services Director or City Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act within a reasonable time, the Community Services Director or City Engineer may provide suitable protection by causing such work to be done and material to be furnished as deemed reasonable and necessary.

The cost and expense of said labor and material together with the cost and expense of such repairs as are deemed necessary shall be borne by the Contractor.

SECTION 37. TERMINATION

The City may terminate the contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the proceeding under the contract is prevented by law, an act of God, or an official action of a public authority. Termination of the contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

- (a) The Community Services Director or City Engineer will issue the Contractor a written notice specifying that the contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Community Services Director or City Engineer, the Contractor shall:
 - (i) Stop all work under the contract, except that specifically directed to be completed prior to acceptance.
 - (ii) Perform work the Community Services Director or City Engineer deems necessary to secure the Project for termination.
 - (iii) Remove equipment from the site of the work.
 - (iv) Take such action as is necessary to protect materials from damage.
 - (v) Notify all subcontractors and suppliers that the contract is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the Community Services Director or City Engineer.
 - (vi) Provide the Community Services Director or City Engineer with an inventory list of all materials previously produced, purchased or ordered from suppliers for use in the work and not yet used in the work, including its storage location and such other information as the Community Services Director or City Engineer may request.
 - (vii) Dispose of materials not yet used in the work as directed by the

Community Services Director or City Engineer. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and with bills of sale or other documents of title for such materials.

- (viii) Subject to the prior written approval of the Community Services Director or City Engineer, settle all outstanding liabilities and all claims arising out of subcontracts or orders for materials terminated hereunder. To the extent directed by the Community Services Director or City Engineer, the Contractor shall assign to the City all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.
 - (ix) Furnish the Community Services Director or City Engineer with the documentation required to be furnished by the Contractor under the provisions of the contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the contract.
 - (x) Take such other actions as the Community Services Director or City Engineer may direct.
- (b) The total compensation to be paid to the Contractor following termination shall be determined by the Community Services Director or City Engineer on the basis of the following:
- (i) The reasonable cost to the Contractor, without profit, for all work performed under the contract, including mobilization, demobilization and work done to secure the Project for termination. Reasonable cost will include a reasonable allowance for Project overhead and general administrative overhead not to exceed a total of seven percent (7%) of direct costs of such work.

When in the opinion of the Community Services Director or City Engineer, the cost of a contract item of work is excessively high due to costs incurred to remedy or replace defective or rejected work, the reasonable cost to be allowed will be the estimated reasonable cost of performing such work in compliance with the requirements of the plans and specifications and the excessive actual cost shall be disallowed.

- (ii) A reasonable allowance for profit on the cost of the work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Community Services Director or City Engineer that it is reasonably probable that he or she would have made a profit had the contract been completed and provided further that the profit allowed shall in no event exceed four percent (4%) of

said cost.

- (iii) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the City or otherwise disposed of as directed by the Community Services Director or City Engineer.
 - (iv) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the contract. All records of the Contractor and his or her subcontractors, necessary to determine compensation in accordance with the provisions of this section, shall be open to inspection or audit by representatives of the City at all times after issuance of the notice that the contract is to be terminated and for a period of three years, and such records shall be retained for that period.
 - (v) After acceptance of the work by the Community Services Director or City Engineer, the Community Services Director or City Engineer may make payments on the basis of interim estimates pending issuance of the Final Estimate when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Estimate shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the contract.
- (c) Acceptance of the terminated contract as specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
- (i) The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Subsection 9-3.2 of the Standard Specifications, and for materials furnished by the City for use in the work and unused, shall terminate when the Community Services Director or City Engineer certifies that such materials have been stored in the manner and at the locations he or she has directed.
 - (ii) The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
 - (iii) When the Community Services Director or City Engineer determines that the Contractor has completed the work under the contract directed to be completed prior to termination and such other work as may have been ordered to secure the Project for termination, he or she will recommend that the Community Services Director or City Engineer formally accept the contract, and immediately upon and after such acceptance by the Community Services Director or City Engineer, the Contractor will not be required to perform any further work thereon and shall be relieved of his or her contractual

responsibilities for injury to persons or property which occurs after the formal acceptance of the Project by the Community Services Director or City Engineer.

- (d) The provisions of this Section 37 shall be included in all subcontracts.

SECTION 38. MAINTENANCE AND GUARANTEE

- (a) The Contractor hereby guarantees that the entire work constructed by him or her under the contract will meet fully all requirements of the Contract Documents and the Standard Specifications incorporated herein as to quality of workmanship and of materials furnished by him or her. The Contractor hereby agrees to make at his or her own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him or her that become evident within one (1) year after the date of final payment, and to restore to full compliance with the requirements of these specifications including the test requirements set forth herein for any part of the work constructed hereunder which during said one (1) year period is found to be deficient with respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold the City and City Personnel harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for the same from the Community Services Director or City Engineer. If the Contractor fails to make the repairs and replacements promptly, the City may do the work and the Contractor and his or her surety shall be liable to the City for the cost thereof.
- (b) The guarantees and agreements set forth in subsection (a) hereof shall be secured by a surety bond which shall be delivered by the Contractor to the City before the notice of completion and acceptance of the work by the Community Services Director or City Engineer, as provided in subsection 6-8 of the Standard Specifications. Said bond shall be in an approved form by the City Attorney and executed by a surety company or companies satisfactory to the City in the amount of one hundred percent (100%) of the contract. Said bond shall remain in force for a period of one (1) year after the date of said notice of completion and acceptance. Instead of providing such a bond as described above, the Contractor may, at his or her option, provide for the faithful performance bond furnished under the contract to remain in force and effect for said amount until the expiration of said one (1) year period.

SECTION 39. LIQUIDATED DAMAGES

Subsection 6-9 of the Standard Specifications is hereby amended as follows:

- (a) Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of

the work (as adjusted), the Contractor shall pay to the Agency, or have withheld from monies due it, the sum of eight hundred dollars (\$800.00).

Execution of the contract under these specifications shall constitute agreement by the City and Contractor that eight hundred dollars (\$800.00) per day is the minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the contractor if such delay occurs.

- (b) In addition to the liquidated damages specified, if the Contractor fails to complete the work within the time specified for completion, plus any authorized time extensions, the Agency shall have the right to charge to the Contractor all or any part, as it may deem proper, of the actual costs of inspection, supervision and other overhead expenses that are directly chargeable to the Project and that accrue after the expiration of such specified time for completion plus authorized extensions. This charge will be in addition to the payment of liquidated damages.

SECTION 40. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract Documents, which is not so inserted, shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

SECTION 41. MISCELLANEOUS PROVISIONS

- (a) Governing Laws: The Contract Documents shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.
- (b) No Waiver: The waiver by any party of a breach of any provision of the Contract Documents shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.
- (c) Attorneys' Fees: If any legal action is necessary to enforce or interpret the terms of the Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees, expert witness fees, costs, and necessary reimbursements in addition to any other relief to which said party may be entitled.
- (d) Authority to Execute: The persons executing the Contract Documents on behalf of each party warrant that he/she is duly authorized to execute and deliver the Contract Documents on behalf of the respective party for whom he/she signs, and that by so executing the Contract Documents, each party is bound by the provisions of the Contract Documents.

- (e) Severability: If any term, provision, covenant or condition of the Contract Documents is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of the Contract Documents shall not be affected thereby, and each term, provision, covenant or condition of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.
- (f) No Third-Party Rights: Except for rights expressly set forth in the Contract Documents, execution and delivery of the Contract Documents shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to any person or entity other than each other and their respective affiliates.
- (g) Headings: The headings in the Contract Documents are for convenience of reference only, and shall not limit or otherwise affect the meaning of the Contract Documents.
- (h) Modifications and Communications: Neither the Contract Documents nor any provision hereof may be changed, waived, discharged or terminated orally or in writing, except that any provision of the Contract Documents may be amended by a writing signed by the parties, and the observance of any provision of the Contract Documents may be waived (either generally or in a particular instance in either retroactively or prospectively) by a writing signed by the party against whom such waiver is to be asserted. Any action, including but not limited to any request, approval, change in work request, extension request, and any communication, called out for by the Contract Documents shall only be binding on the respective parties if made a writing signed by the parties consistent with the terms of the Contract Documents.

CITY OF LA PALMA

SPECIAL PROVISIONS

**COMMUNITY CENTER FLOOR REMOVATION
(CITY PROJECT NO. 13-BLDG-03)**

I. GENERAL

- A. **STANDARD SPECIFICATIONS:** All work embraced herein shall be accomplished in accordance with the Technical Parts of the Standard Specifications for Public Works Construction, latest edition plus any supplements, published by BNi Publications, Inc., 1612 S. Clementine Street, Anaheim, California 92802 (hereinafter referred to as the "Standard Specifications"). For purposes of the Special Provisions, "Technical Parts" refers to all parts of the Standard Specifications other than Part 1 – General Provisions. The Contractor's attention is drawn to the fact that the latest edition (not the latest edition at the time the Notice Inviting Sealed Bids is signed by the Community Services Director or City Engineer) of the Technical Parts of the Standard Specifications applies to the Project. The Technical Parts of the Standard Specifications are incorporated herein as truly as if fully set forth herein, except as modified by the Contract Documents. Where provisions of the Technical Parts of the Standard Specifications and the Contract Documents conflict, the Contract Documents shall prevail.
- B. **DEFINITION OF TERMS:** For purposes of the Special Provisions, wherever in the Standard Specifications the terms below are used, they shall be understood to mean and refer to the following:
1. "Agency" - The City of La Palma, California.
 2. "Board" - The La Palma City Council.
 3. "Engineer" - The La Palma Community Services Director or City Engineer, acting either directly or
through authorized agents.
 4. Other terms appearing in the Standard Specifications shall have the intent and meaning specified in Section 1 of the Standard Specifications.
- C. **PROJECT PLANS:** The location of the work, its general nature, extent, form and detail of the various features are shown on drawings, schedules, and standard plans, bound herein accompanying and made a part of these provisions.
- D. **WATER POLLUTION:** The contractor shall comply with the requirements of Subsection 7-8.6 of the Standard Specifications and shall conduct his or her operations so as to prevent Portland cement, mud, silt, or other materials from entering the surface drainage structures of the adjoining streets and the underground storm drainage system.
Prior to commencement, the contractor shall provide, in detail, his or her method and procedure to assure that it will comply with the current NPDES requirements of "Stormwater Pollution Prevention Plan". (SWPPP) and/or "Water Quality Management Plan" (WQMP).

Full compensation for prevention of water pollution and all required control work for preservation, clean-up and restoration of damaged property shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed thereof.

- E. **SOUND CONTROL REQUIREMENTS:** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the contract.

Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the Project without said muffler.

The noise level from the Contractor's operations, between the hours of 8:00 P.M. and 7:00 A.M., shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transmit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

II. PUBLIC CONVENIENCE AND SAFETY

- A. **GENERAL:** In addition to the requirements specified in Subsection 7-10 of the Standard Specifications, traffic control shall conform to the provisions of the latest edition of the State of California, Department of Transportation, "Manual on Uniform Traffic Control Devices".
- B. **SAFETY DEVICES:** Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures, the Community Services Director or City Engineer may direct attention to the existence of a hazard and the necessary warning and protective measures shall be furnished and installed immediately by the Contractor at his or her expense. Should the Community Services Director or City Engineer point out the inadequacy of warning and protective measures, such action on the part of the Community Services Director or City Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his or her obligation to furnish and pay for these devices.

Prior to beginning any construction, the Contractor shall furnish the Community Services Director or City Engineer with emergency phone numbers where he or she or a representative may be contacted during non-working hours or days for the purpose of

replacing or providing additional warning or safety devices as directed by the Community Services Director or City Engineer within 2 hours.

If the Contractor cannot be contacted or if attention is directed to the existence of a hazard and the Contractor fails to provide the necessary safety devices, said devices will be placed, or caused to be placed, by the City. The cost of placement of these devices shall be the sole responsibility of the Contractor and shall be paid for at the rate of \$50 per call-out plus \$25 per traffic control device for each 24 hours, or fraction thereof, that the device is required. Said costs shall be deducted from the total contract price for the work.

The Contractor shall remove any unnecessary traffic control devices from the work area in a timely manner. Should the Contractor fail to comply, upon notice from the City, within two (2) hours, City Staff will remove the devices and back-charge the Contractor at the rate of \$100.00 per instance requiring the City to complete a removal. These charges will be withheld from payments due the Contractor.

The Contractor shall, overnight and on weekends, monitor the condition of his or her traffic control devices for proper placement and safety. Should the City be notified of improper placement of these devices, the City Staff will make necessary corrections and back-charge the Contractor at the rate of \$100.00 per instance. These charges will be withheld from payments due the Contractor.

- C. TRAFFIC BARRICADE: The Contractor shall be responsible for adequate barricading of the work area and controlling of traffic in the vicinity of the Project as specified in Subsection 7-10 of the Standard Specifications, or as directed by the Community Services Director or City Engineer. On major streets, traffic maintenance shall conform to the provisions in Section 7-10.2, and these Special Provisions.

The Contractor shall prepare traffic control plans (TMPs) for approval from the Community Services Director or City Engineer. Also, the contractor shall prepare traffic control plan for west bound SR-91 on-ramp from Orangethorpe Avenue and obtain double permit (DP) from Caltrans District 12 Permits Unit.

Cost for barricading, traffic control, TMPs and obtaining Caltrans double permit shall be included in the bid price under Contract Item "Mobilization and Traffic Control" or under individual items and no additional compensation shall be made therefore.

- D. TRAFFIC AND ACCESS: The Contractor shall provide safe and continuous passage for pedestrian and vehicle traffic at all times. Emergency vehicles shall be permitted to pass through the work area without delay at all times.

The Contractor shall provide and maintain all necessary flagmen, barricades, delineators, signs, flashers, and any other equipment as set forth in the Work Area Traffic Control Handbook (W.A.T.C.H.) prepared by the Southern California Chapter of the American Public Works Association, latest edition, or the State of California Department of Transportation "Manual of Warning Signs, Lights and Devices for use in Performance of Work Upon Highways", latest edition; or as required by the Community Services Director or City Engineer to insure safe passage of traffic.

The minimum taper allowed for transitional traffic from one lane to another shall be as follows:

<u>TRAFFIC SPEED (mph)</u>	<u>TAPER LENGTH (ft.)</u>
25	150
30	200
35	250
40	350
45	550
50	600

- E. LANE CLOSURES: Lane closures will not be permitted before 8:30 a.m. or after 4:30 p.m. in the arterial and secondary streets, and before 7:30 a.m. or after 4:30 p.m. in the local/residential streets, unless a request, in writing, has been received and approved by the Community Services Director or City Engineer at least 72 hours in advance of the work.

No work shall commence prior to, or after the aforementioned hours.

The Contractor shall pay the Agency the sum of \$100 for every 15 minute interval, or portion thereof, whenever traffic lanes are closed or work commence and/ or continue other than as specified above, which the parties agree is a reasonable estimate of the cost the Agency shall incur because of any interference in traffic flows caused by the Contractor. No overnight lane closure shall be permitted without prior approval of the Agency.

The Contractor shall use flashing arrow signs for lane closures unless otherwise authorized by the Community Services Director or City Engineer in advance of the work. Trench plates shall be of the non-skid type and shall be pinned to prevent movement. The plates shall be ramped with temporary AC.

- F. REMOVAL OF OFFICIAL SIGNS: In accordance with the requirement of Section 21464 of the Vehicle Code of the State of California, no person shall without lawful authority remove any official traffic control devices, guidepost or signpost placed or erected as authorized or required by law. Therefore, any such existing traffic control device, guidepost, or signpost located within alignment of or interfering with the new construction work required herein, shall not be removed or relocated without first obtaining permission to do so from the Community Services Director or City Engineer.
- G. NOTIFICATION OF AFFECTED RESIDENCES AND BUSINESSES: Written notification shall be provided to residences and businesses fronting the Project alignment. Notify these parties 72 hours in advance of construction that will affect these properties. Door hangers or other means of notification shall be submitted to and approved in advance by the Community Services Director or City Engineer.

III. SITE CLEANING

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

IV. NOTIFICATION OF AGENCIES

The following entities shall be notified at least 72 hours in advance of any street closure or restriction to access by the Contractor. Coordination of established service schedules will be available to the Contractor at the pre-construction meeting.

1. Community Services Director or City Engineer
2. Fire Department
3. Police Department
4. Disposal & Street Sweeping Companies
5. Post Office
6. Affected School Districts
7. Residents within Project area
8. Any others that are determined by the Community Services Director or City Engineer, as necessary to be notified.

V. CONSTRUCTION YARD

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Community Services Director or City Engineer.

When storage sites are located on private properties, the Contractor shall be required to submit to the Community Services Director or City Engineer written approval from the record owner authorizing the use of his or her property by the Contractor.

VI. SANITARY CONVENIENCE

Necessary sanitary facilities for the use of workers on work, properly secluded from public observation and in compliance with health ordinances and laws, shall be constructed and maintained in an approved manner by the Contractor, and their use shall be strictly enforced by the Contractor.

VII. CONFERENCE

The Contractor shall arrange for a pre-construction conference with the Community Services Director or City Engineer and City Staff, which shall be held a minimum of five (5) working days prior to commencement of any work. The Contractor shall have his or her equipment available for inspection by the Community Services Director or City Engineer at the time of the pre-construction conference.

VIII. PAYMENT

The lump sum or unit price paid for contract bid items shall include full compensation for furnishing all labor, materials, testing, tools, equipment and incidentals for constructing complete in place, as shown on the Plans, in these specifications, or as directed by the Community Services Director or City Engineer.

IX. "AS-BUILT" PLANS

The Contractor is required to submit to the Community Services Director or City Engineer "As-Built" mark-up plans prior to final acceptance of the work. The plan shall indicate in red all deviations from the contract plans.

CITY OF LA PALMA
TECHNICAL PROVISIONS
COMMUNITY CENTER FLOOR RENOVATION
(CITY PROJECT NO. 13-BLDG-03)

Description

The work includes the removal and disposal of existing improvements; performance of vapor emission tests; application of moisture vapor emission treatment; preparation and installation of approved flooring; and the restoration of miscellaneous existing improvements.

The bid will include the following spaces in the Central Park Community Center:

Phase I	Multi-Purpose Building, inclusive of kitchen, lobby, hallways, janitor closet, storerooms (east and west)	4,320 sq. ft.
Phase II	Sago Palm Room	1,037 sq. ft.
	Pygmy Date Palm Room	1,613 sq. ft.

Submittals

Upon the execution of the contract the Contractor shall provide a color chart of all available colors and samples of the Armstrong Natural Creations Luxury Vinyl tile and color samples for 4 inch high Armstrong Color-Integrated Rubber Wall Base. The City shall select the color or color combinations to be installed. Upon selection of color or color combinations by City contractor shall arrange for delivery of the vinyl tiles and wall base.

Submit shop drawings and coving details for flooring installation.

Scope of Work

Removal and Disposal of Existing Improvements: The Scope of Work shall consist of the removal and disposal of all flooring improvements. The Contractor shall be responsible for the removal, temporary relocation, storage, and/or disposal of existing improvements that obstruct or impede the installation of the new. All surface areas shall be patched to the satisfaction of the Community Services Director or City Engineer.

The contract lump sum paid for “**Removal and Disposal of Existing Improvements**”

shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to remove, relocate, store, and dispose of the existing improvements described above and no additional compensation will be allowed therefore.

Crack Repair: All surface cracks shall be wire brushed and vacuumed to remove all loose material, grease, oil, waxes, dirt, and debris prior to filling. Cracks shall be filled using an epoxy resin such as Sikadur 55 SLV FS (or approved equivalent) in accordance with the manufacturer's recommendations. Specification sheet is attached in the Appendix.

The contract unit price for "Crack Repair" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to repair all cracks, as described above, and no additional compensation will be allowed therefore.

Moisture Vapor Emission Treatment: The approximately 7,000 square-feet of concrete floor surface shall be prepared, patched, and cleaned to receive Dependable Floor Products Vaporseal HM (or approved equivalent) treatment. The material shall have a minimum ten (10)-year warranty. The concrete surface shall be prepared and the treatment shall be applied per the manufacturer's recommendation. Specification sheets are attached in the Appendix. **A warranty certificate shall be provided to the City of La Palma.**

The contract unit price paid for "**Application of Appropriate Moisture Vapor Emission Treatment**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to install the treatment, as described above, and no additional compensation will be allowed therefore.

Preparation and Installation of LVT Plank Flooring (12"x24"): At the completion of application of moisture vapor emission treatment, Contractor shall prepare the floor surface and install 12"x24" plank flooring. 12"x24" plank will be Armstrong Natural Creations Earthcuts Plank Luxury Vinyl Tile (or approved equivalent). Flooring will be attached using Armstrong S-543 Premium Plus Commercial Vinyl Sheet Flooring Adhesive. Specification sheets are attached in the Appendix.

The contract unit price paid for the "**Preparation and Installation of VCT Plank Flooring**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to install the floor tiles as described above, and no additional compensation will be allowed therefore.

Preparation and Installation of Wall Base: At all required locations the Contractor shall prepare the base of wall and install Armstrong Color Integrated Rubber Wall Vase using Armstrong S-275 Wall Base Adhesive (or approved equivalent). Specification sheets are attached in Appendix.

The contract unit price for "Preparation and Installation of Wall Base" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to install the wall base, as described above, and no additional compensation will be allowed therefore.

Contractor's License:

Work performed under this contract requires the Contractor to possess a valid Class A – "General Engineering Contractor" or Class B – "General Building Contractor" license in accordance with the provisions of Chapter 9, Division 3 of the Contractor State License Board (CSLB) Business and Professions Code and its implementing regulations or C-15 – "Flooring and Floor Covering Contractor" license in accordance with the provisions of Title 16, Chapter 8 of the CSLB Business and Professions Code and its implementing regulations.

Damage:

Should any work under this contract damage or cause to be damaged any item or items not scheduled to be removed, such items shall be restored to their original condition and position, or shall be replaced, all at the Contractor's expense. All repairs or replacements shall be performed to the satisfaction of the Community Services Director or City Engineer.

Progress of Work and Time of Completion:

The Community Services Director or City Engineer shall provide the Contractor written notice of the specific date upon which he shall commence work. Notice shall be given at least FORTY-EIGHT (48) hours in advance. Once work is started, the Contractor shall conduct his operations for continuous progress of work on a daily basis.

Commencement of Work:

The Contractor shall begin work no later than forty-eight (48) days after receiving written notice to commence work.

Duration of Work:

The Contractor has twenty-five (25) working days to complete the work. Liquidated

damages in the amount of \$800 per calendar day shall be assessed for each calendar day after twenty-five (25) working days.

Wage Rates:

Contractors are obligated to pay prevailing wages to persons employed by them for work under this contract. The contractor is required to keep all necessary records and documentation and prepare any required reports to verify that prevailing wages are paid in accordance with state and federal laws. Certified payrolls will be required to be submitted to the City, as deemed necessary by the Community Services Director or City Engineer.

Public Convenience and Safety:

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to the public. The Contractor shall barricade the work area to the satisfaction of the Community Services Director or City Engineer.

The Contractor shall furnish, erect, and maintain such fences, barriers, lights, warning devices, and signs in compliance with the current Work Area Traffic Control Handbook (WATCH), all construction areas shall be barricaded and caution tape shall be placed, or as may deemed necessary by the Community Services Director or City Engineer or his designated representative to give adequate warning to the public at all times.

The contract lump sum price paid for “**Public Convenience and Safety**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to cause the least possible obstruction and inconvenience to the public as outlined above, and no additional compensation will be allowed therefore.

Site Cleaning:

All debris resultant from the Contractor's excavation or construction operation shall be removed from the site the same day at the Contractor's expense. No excess materials shall be dumped or drained into the storm sewer. All materials removed shall be disposed of outside of the right-of-way, which shall be left with a clean and finished appearance.

Construction Yard:

It shall be the Contractor's responsibility to locate any storage sites for materials and equipment needed and such sites must be approved in advance by the Community Services Director or City Engineer.

**CITY OF LA PALMA
GUARANTY**

In accordance with the terms of the contract for the modification of COMMUNITY CENTER FLOOR RENOVATION in the City of La Palma between the City of La Palma (hereinafter referred to as the City) and the undersigned, which contract provides for the installation of miscellaneous items, or parts thereof, and under which contract the undersigned has installed such systems, the following guaranty of said system is hereby made.

Should any of the equipment installed pursuant to said contract, prove defective; or should the system as a whole prove defective, due to faulty workmanship, material furnished or methods of installation; or should the said systems or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one year after date on which systems stated in said contract are accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within twenty (20) days after the receipt of demand from the City. In the event repairs are not made within twenty (20) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said systems to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said systems completely without cost to the City so that they will operate successfully as originally contemplated.

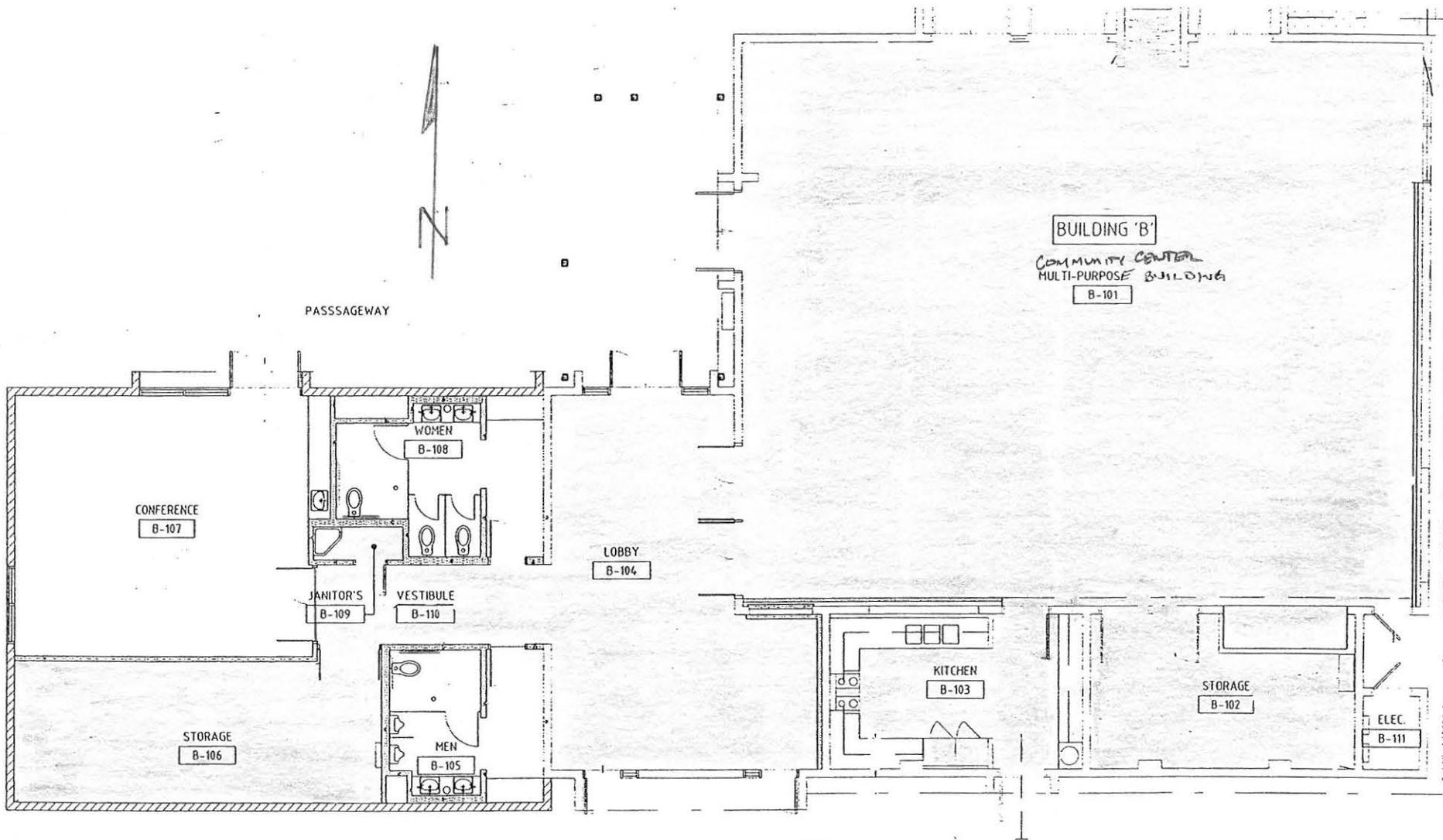
Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred. Emergency repairs will be deemed as those repairs necessary due to malfunctions of equipment as determined by the Community Services Director or City Engineer.

Said systems will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended by the manufacturers thereof and in accordance with the plans and specifications included in said contract.

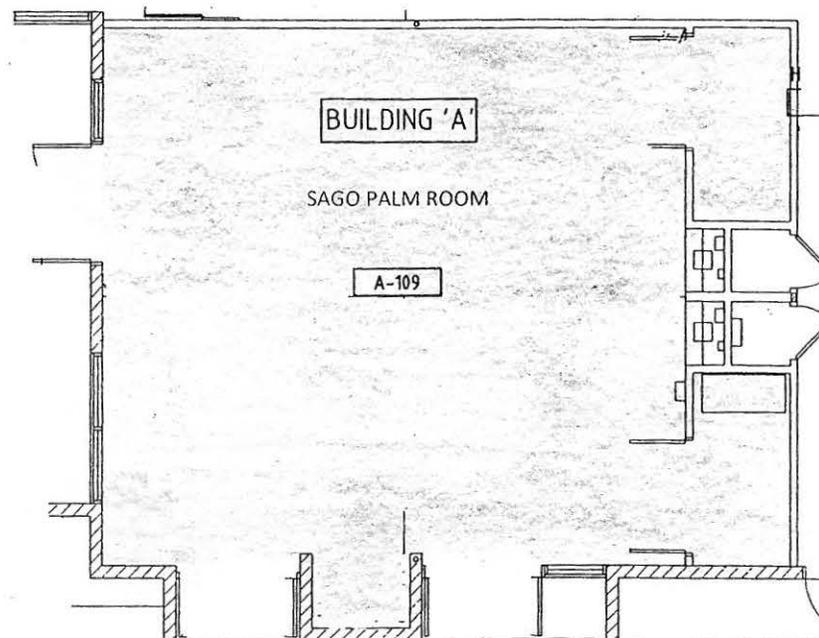
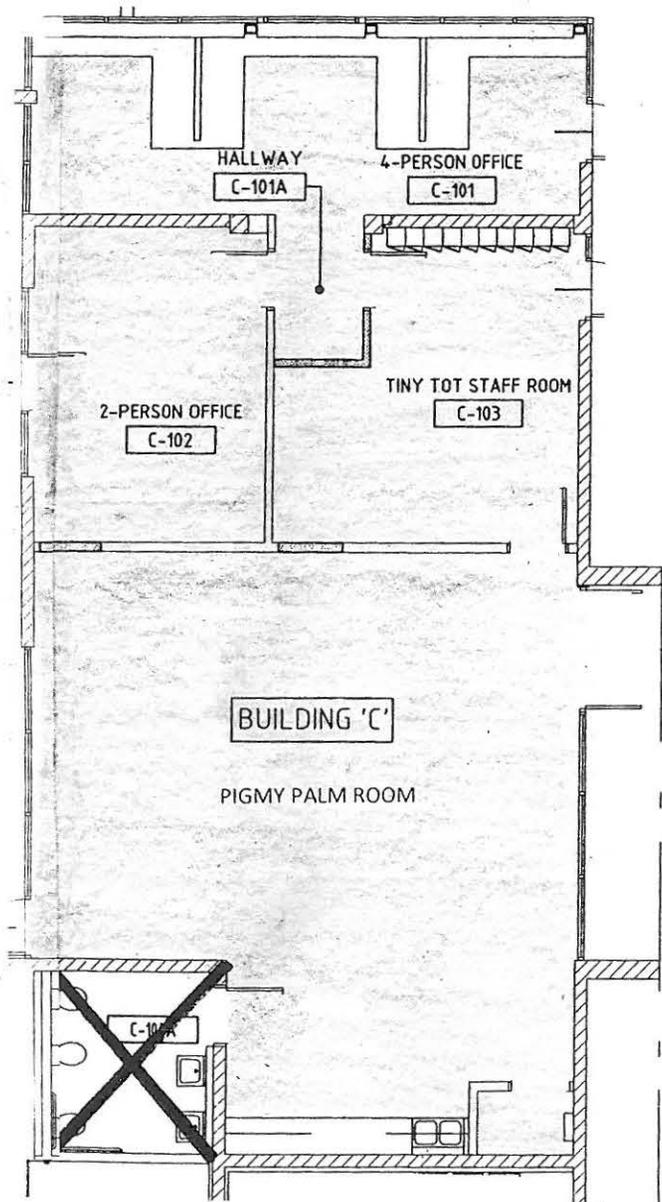
Dated: _____

Contractor

APPENDIX



PHASE I



Phase II

APPENDIX

Sikadur 55 SLV FS (Fast Set)

Lo-Modulus, Super low-viscosity, moisture-tolerant epoxy resin, crack healer/penetrating sealer

Description	Sikadur 55 SLV FS (Fast Set) is a 2-component, 100% solids, moisture-tolerant, epoxy crack healer / penetrating sealer, having a fast tack-free time to minimize downtime. It is a super low-viscosity, high-strength adhesive formulated specifically for sealing both dry and damp, existing, non-dynamic cracks. * Except for gel time.
Where to Use	<ul style="list-style-type: none"> ■ Sikadur 55 SLV FS (Fast Set) repairs cracked concrete. ■ For interior slabs and exterior above-grade slabs. ■ For elevated horizontal decks, parking garages and other structures exposed to foot and pneumatic tire traffic.
Advantages	<ul style="list-style-type: none"> ■ Fast tack free time for quick turnaround. ■ Super low viscosity/low surface tension for penetration into existing cracks. ■ Prolongs life of cracked concrete. ■ Seals/penetrates surface of slabs from water absorption, chloride-ion intrusion, and chemical attack.
Coverage	1 gal. (3.8 liters) yields 231 cu. in. (3,785 cm ³) Typical coverage is 150-175 sq. ft./gal. (3.7-4.3 m ² /L) for surface sealing. Coverage varies with porosity and surface profile of substrate. Higher porosity concrete will reduce coverage. For crack healing, follow Application instructions and allow to pond over cracks.
Packaging	330 Gallon Totes
How to Use	
Surface Preparation	Substrate must be clean, sound and free of surface moisture. Remove dust, laitance, grease, oils, curing compounds, waxes, impregnations, foreign particles, coatings and disintegrated materials by mechanical means (i.e. shotblasting, sandblasting, etc.). For best results, substrate should be dry. Surfaces prepared by Low Pressure Water Cleaning or High Pressure Water Jetting methods should be allowed to dry for 24 hrs. minimum [at 73°F (23°C)].

Typical Data [Material and curing conditions @ 73°F (23°C) and 50% R.H.]

RESULTS MAY DIFFER BASED UPON STATISTICAL VARIATIONS DEPENDING UPON MIXING METHODS AND EQUIPMENT, TEMPERATURE, APPLICATION METHODS, TEST METHODS, ACTUAL SITE CONDITIONS AND CURING CONDITIONS.

Shelf Life	2 years in original, unopened containers	
Storage Conditions	Store dry at 40°-95°F (4°-35°C). Condition material to 65°-75°F (18°-24°C) before using.	
Color	Clear, amber	
Mixing Ratio	Component 'A' : Component 'B' = 3:2 by volume	
Viscosity (Mixed)	Approximately 140 cps	
Pot Life	Approximately 15 minutes	
Tack-Free Time	55°F (15°C)* 6 hrs.	73°F (23°C)* 3 hrs.
Tensile Properties (ASTM D-638)		
7 day	Tensile Strength	2,200 psi
	Elongation at break	90%
Compressive Strength, psi (MPa)		
7 day	2,400 (75.1)	
Tear Strength	7 days	380PSI

*Material cured and tested at the temperature indicated.

Construction



Mixing	Mix 2 Components of 'B' to 3 parts Components of 'A' by volume into a clean pail. Mix thoroughly for 3 minutes with Sika paddle or jiffy mixer on a low-speed (400-600 rpm) drill until uniformly blended. Mix only that quantity which can be used within its pot life.
Application	<p>To gravity feed cracks: Sikadur 55 SLV FS (Fast Set) is applied to horizontal surfaces by flat squeegee or broom. Spread material over area and allow to pond over cracks. Let material penetrate into cracks and substrate. Remove excess epoxy with roller leaving no visible surface film. For cracks greater than 1/8 in. (3 mm) wide, fill crack with oven-dried sand before applying Sikadur 55 SLV FS (Fast Set). Seal cracks from underside, when accessible, to prevent leakage.</p> <p>A second treatment may be required on very porous substrates. Apply second treatment before broadcasting</p> <p>After treatment, wait a minimum of 20-30 minutes at 73°F (23°C) before broadcasting sand. Cover with broadcast of an oven-dried 20/40 silica sand or similar sand. Distribute evenly over the surface to excess at a rate of 30-40 lbs./100 sq. ft.. Remove any loose sand and open to traffic once epoxy has cured. Consult Sika Technical Service at 1-800-933-SIKA for additional information.</p>
Limitations	<ul style="list-style-type: none"> ■ Do not thin. Addition of solvents will prevent proper cure. ■ Material is a vapor barrier after cure. ■ Do not apply if rain is imminent. Water exposure or humidity will affect surface appearance and may cause surface whitening. ■ Not an aesthetic product. Color may alter due to variations in lighting and/or UV exposure. ■ Sealed concrete surface may appear blotchy due to differential absorption. ■ Allow sufficient time for the substrate to dry after rain or other inclement conditions. ■ Application temperature of substrate must be minimum 5°F (3°C) above the dew point. ■ Minimum ambient and substrate temperature 40°F (4°C). Maximum application temperature 85°F. ■ Do not inject cracks greater than 1/4 in. (6 mm) Consult Technical Service at 1-800-933-SIKA. ■ Minimum age of concrete is 21-28 days, depending on curing and drying conditions. ■ Not designed to seal or inject cracks under hydrostatic pressure during application. ■ Penetration results will vary. Factors that may impede penetration include, but are not limited to, temperature (ambient and material), geometry of crack, concrete porosity, and dirt inside cracks. ■ Product is not appropriate for use in dynamic cracks.
WARNING	<p>PART A: WARNING: IRRITANT, SENSITIZER. Contains bisphenol-A-(epichlorhydrin) epoxy resin (CAS:25068-38-6); bisphenol F-(epichlorhydrin) epoxy resin (CAS:28064-14-4); [[(2-ethylhexyl)oxy]methyl]oxirane (2-ethylhexyl glycidyl ether) (CAS:2461-15-6); 1,3-bis(2,3-epoxypropoxy)-2,2-dimethylpropane (CAS:17557-23-2); and 2,3-Epoxypropylneodecanoate (CAS:26761-45-5). Causes eye/skin irritation. Harmful if swallowed. May cause respiratory tract irritation. May cause allergic skin reaction after prolonged contact.</p> <p>WARNING! This product contains a chemical known in the State of California to cause birth defects or other reproductive harm.</p> <p>PART B: WARNING: CORROSIVE, SENSITIZER. Avoid direct contact. Contains Non-ylphenol (CAS:25154-52-3), m-phenylenebis(methylamine) (CAS:1477-55-0), Benzyl alcohol (CAS:100-51-6), Cycloaliphatic polyamine, 2,4,6-tris(dimethylaminomethyl) phenol (CAS:90-72-2), P-tert-butylphenol (PTBP) (CAS:98-54-4), Trimethylhexamethylenediamine (CAS:25620-58-0), and bis[(dimethylamino)methyl]phenol (CAS:71074-89-0). Causes skin/eye/digestive tract burns. May give off vapor that is very irritant/corrosive to respiratory system. Harmful if inhaled/swallowed. May cause allergic skin reaction after prolonged contact. Reports have associated repeated and prolonged exposure to some of the chemicals in this product with permanent brain, liver, kidney and nervous system damage. Intentional misuse by deliberate concentration and inhalation of vapors may be harmful or fatal. Strictly follow all usage, handling and storage instructions.</p>

First Aid

PART A & B: Eyes – Hold eyelids apart and flush thoroughly with water for 15 minutes. **Skin** – Remove contaminated clothing. Wash skin thoroughly for 15 minutes with soap and water. **Inhalation** – Remove to fresh air. **Ingestion** – Do not induce vomiting. Dilute with water. Contact physician. **In all cases contact a physician immediately if symptoms persist.**

Handling and Storage

PART A & B: Avoid direct contact. Wear personal protective equipment (chemical resistant goggles/gloves/clothing) to prevent direct contact with skin and eyes. Use only in well ventilated areas. Open doors and windows during use. Use a properly fitted NIOSH respirator if ventilation is poor. Wash thoroughly with soap and water after use. Remove contaminated clothing and launder before reuse.

Clean Up

PART A: Use personal protective equipment (chemical resistant gloves/ goggles/clothing). Without direct contact, sweep up spilled or excess product and place in suitable sealed container. Dispose of excess product and container in accordance with applicable local, state, and federal regulations.

PART B: Avoid contact. Wear chemical resistant clothing/gloves/goggles. In absence of adequate ventilation; use a properly fitted NIOSH respirator. Uncured material can be removed with approved solvent. Follow solvent manufacturer's instructions for use and warnings. In case of spill, ventilate area and contain spill. Collect with absorbent material. Dispose of in accordance with current, applicable local, state, and federal regulations.

Cured material (when Component A combined with Component B) can only be removed mechanically.

KEEP CONTAINER TIGHTLY CLOSED - KEEP OUT OF REACH OF CHILDREN - NOT FOR INTERNAL CONSUMPTION - FOR INDUSTRIAL USE ONLY

All information provided by Sika Corporation ("Sika") concerning Sika products, including but not limited to, any recommendations and advice relating to the application and use of Sika products, is given in good faith based on Sika's current experience and knowledge of its products when properly stored, handled and applied under normal conditions in accordance with Sika's instructions. In practice, the differences in materials, substrates, storage and handling conditions, actual site conditions and other factors outside of Sika's control are such that Sika assumes no liability for the provision of such information, advice, recommendations or instructions related to its products, nor shall any legal relationship be created by or arise from the provision of such information, advice, recommendations or instructions related to its products. The user of the Sika product(s) must test the product(s) for suitability for the intended application and purpose before proceeding with the full application of the product(s). Sika reserves the right to change the properties of its products without notice. All sales of Sika product(s) are subject to its current terms and conditions of sale which are available at www.sikausa.com or by calling 800-933-7452.

Prior to each use of any Sika product, the user must always read and follow the warnings and instructions on the product's most current Technical Data Sheet, product label and Material Safety Data Sheet which are available online at www.sikausa.com or by calling Sika's Technical Service Department at 800-933-7452. Nothing contained in any Sika materials relieves the user of the obligation to read and follow the warnings and instruction for each Sika product as set forth in the current Technical Data Sheet, product label and Material Safety Data Sheet prior to product use.

LIMITED WARRANTY: Sika warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Technical Data Sheet if used as directed within shelf life. User determines suitability of product for intended use and assumes all risks. Buyer's sole remedy shall be limited to the purchase price or replacement of product exclusive of labor or cost of labor. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKASHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKASHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Visit our website at www.sikausa.com

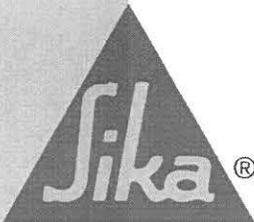
1-800-933-SIKA NATIONWIDE

Regional Information and Sales Centers. For the location of your nearest Sika sales office, contact your regional center.

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: 800-933-7452
Fax: 201-933-6225

Sika Canada Inc.
601 Delmar Avenue
Pointe Claire
Quebec H9R 4A9
Phone: 514-697-2610
Fax: 514-694-2792

Sika Mexicana S.A. de C.V.
Carretera Libre Celaya Km. 8.5
Fracc. Industrial Balvanera
Corregidora, Queretaro
C.P. 76920
Phone: 52 442 2385800
Fax: 52 442 2250537



MOISTURE

VAPORSEAL™-HM



DESCRIPTION

VAPORSEAL™-HM is a two-part 100% solid epoxy moisture mitigation system. It is a moisture tolerant and VOC-Compliant product that limits alkalinity and the transmission of moisture, odor and other elements through concrete slabs. VAPORSEAL™-HM is compatible with most flooring adhesives and cementitious underlayments. VAPORSEAL™-HM features a rapid curing time for faster job completion. It allows the direct bond of most industrial coatings, floor leveling products and most adhesive systems. VAPORSEAL™-HM is a 1 to 1 mix ratio that simplifies application.

APPLICATIONS

- The ambient and surface temperature must be between 60°F and 80°F at the time of application, and temperatures should not rise above this range during application or while the material is curing. Ambient relative humidity percentage should not exceed 80% at the time of application.

FEATURES AND BENEFITS

- Typically only one coat requirement
- Fast Cure
- Same day cover
- VOC-Compliant
- Compatible with most floor covering systems
- Direct bond of floor coverings and toppings
- Superior bond to dry or damp surfaces
- One coat application
- 0.06 perm rating

PACKAGING

10 Gallon Kit (86 lbs)
Part A: 5 gallons (Resin)
Part B: 5 gallons (Hardener)

CHARACTERISTICS

Color:	Clear
Volume Solids:	100%
Shelf Life:	2 years when stored properly
VOC Content:	Zero
Pot Life:	75°F (24°C) 15-25 Minutes
Accept Foot Traffic:	73°F (23°C) 4-6 hours
Yield:	70 square feet per gallon
Storage:	Keep product stored in unopened container. Keep away from extreme heat or freeze conditions and between the temperatures of 60°F and 75°F.

WHERE TO USE

- Where emission rates are 25 lbs or below.
- Where relative humidity is between 75% and 100%

PREPARATION AND APPLICATION

EMISSION TESTING

All areas to be treated must be tested in accordance with ASTM F-2170 (Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes). Anhydrous Calcium Chloride tests (ASTM F-1869-11) may be used only where HVAC is on 24x7 at least one week before and during tests and only by approval of Dependable Technical Services. New concrete: Testing sample cores of concrete slab for presence of sealers or other bond breakers is strongly recommended. To obtain warranty, fill out warranty application. Floor area, location of tests, ambient temperatures and humidities during tests should be recorded and mapped, with at least one test performed for each 1000 sq. ft. of floor surface to be treated.

SURFACE PREPARATION

Concrete

All surface must be clean, sound, solid, open pore and absorptive. Slab must be at least 4" thick and any distinct layer at least 2" thick to be considered structurally sound. Repair and leveling layers containing latex or other components generally prevent absorption and proper bond and should be removed. Surface should be mechanically prepared to achieve a surface profile of ICRI CSP 3-5 (Int. Concrete Repair Inst.) Bead or shotblast strongly preferred. Acid etching is not permitted, nor chemical remediation of any adhesive residues.

PREPARATION AND APPLICATION CONTINUED

Surface must be clean, completely free of dust, dirt, paint, sealer or any contaminant which might interfere with penetration or bond. Do not apply to floors which have sealers or bond breakers applied unless completely removed. Quick tests to help determine clean, open and absorptive concrete use water drops. If dime size water drops placed at several locations on prepared floor do not readily absorb into concrete within 30 seconds or beads up, surface is not sufficiently absorptive. In all cases, thorough vacuuming (with dust containment filter) is needed before application. Cleaning with pressure washer may be advisable in some cases. Leveling should be done on top of VAPORSEAL-HM with suitable repair materials such as SKIMFLOW ES or SKIMCRETE XL.

Cores

DEPENDABLE strongly recommends cores samples be taken and lab tested for penetration of the slab by any sealers, oils, adhesives, or other bond breakers. We do not warranty Alkali Silica Reaction and other problems. Cores through slab can indicate absence or failure of moisture barrier or presence of aggregate between membrane and slab. DEPENDABLE does not warrant penetration and bond where cores are not tested unless and until project owner submits cores and lab establishes that no impediment to bond and penetration was present.

Joints

Expansion (cold or construction) joints should be left intact. VAPORSEAL-HM is not warranted against structural movement at expansion joints. To help reduce moisture emissions through expansion joints, coat the walls and bottom of the cleaned joint with VAPORSEAL-HM. Once allowed to dry, an expansion joint cover or an elastomeric sealant may be used. For concrete slabs over 6 months old, sawcut (control) joints and cracks should be filled by pouring VAPORSEAL-HM full depth or to 3/4 of joint depth. If filling to 3/4 depth pour silica quartz into VAPORSEAL-HM to create a mortar. Sweep away excess sand and proceed with VAPORSEAL-HM installation.

MIXING

Use chemical resistant gloves and goggles when mixing or applying VAPORSEAL-HM. VAPORSEAL-HM is packaged in 2 Parts: Part A and B, separate pails. Part A and Part B are supplied in the appropriate mix ratio (50:50 by weight). You will need to supply a clean mixing container and use it as your Mixing Pail. Pour Part A (Resin) into mixing pail first, then add in Part B (Hardener). Mix thoroughly. Mixing is accomplished mechanically with an appropriate mix paddle. Mix for 4-5 minutes at about 300 rpm to produce a streak free, homogenous product. Care must be taken to mix all the product and avoid any action that might entrap air such as high speed drill mixing. DO NOT THIN the product.

Application Conditions

Slab (surface) and air temperature must be 55°F or greater. Product must be kept between 60°F and 75°F at time of mixing. Colder or warmer temperatures can significantly retard or advance working and cure times respectively.

Tools needed: 3/8 V-Notch Squeegee, short nap synthetic roller and frame. Mark with tape or otherwise measure out the area of floor intended to be covered by the container or containers mixed. Film gauges are recommended to check the thickness

of the wet material. Overall coverage rate of 70 sf/gallon must be maintained. Very rough or porous concrete may require heavier application rate. Adjust the procedure to achieve the recommended coverage rate. Pour a strip of DEPENDABLE VAPORSEAL-HM across the surface. Move with a squeegee. Back roll to achieve a uniform coverage and smoother surface.

CURING

Before covering VAPORSEAL-HM, be sure to check temperature, relative humidity and dew point. Proceed only when in safe area.

TRAFFIC

VAPORSEAL-HM may be exposed to foot traffic once it has completely hardened. If the product becomes wet, it may become slippery. When exposed to traffic, thoroughly clean with soap and water and allow to dry before proceeding.

COVERING

Must cover within 3 days. First, thoroughly check the coating for any fish eyes or pinholes which would be a weak point in the membrane. Grind these areas and clean off residue. Make sure the surface is dry and re-coat. Many latex based adhesives require a leveling layer to absorb moisture from adhesive. DEPENDABLE recommends installing a protective leveler over VAPORSEAL-HM to protect from disturbance if the floor covering is ever changed. Most cement and gypsum based underlayments and toppings, epoxy coatings, terrazzo and floor coverings should be applied within the 3 day recoat time. Many adhesives and materials will bond directly over VAPORSEAL-HM where required.

UNDERLAYMENT / TOPPINGS

Treat the substrate as non-porous, using the appropriate primer for self-leveling products such as for DEPENDABLE SKIMFLOW ES, coat with PRIMER SL, and follow the product instructions. Trowel applied patching materials like SKIMCRETE XL may be applied directly to the coating.

FLOOR COVERING

Floor covering adhesives that are applied directly to the membrane should follow instructions for bonding to a non-porous substrate. The adhesive will require a longer tack time. Follow the product information for installation times. Many floor covering systems require a smooth, level substrate.

CLEAN-UP

Clean tools and equipment with xylene immediately after using. Wash hands and skin with soap or industrial hand cleaner, not solvent. Cured material must be removed mechanically.

LIMITATIONS / PRECAUTIONS

- Not a wear surface or topping
- Do not apply over a slab while experiencing hydraulic pressure.
- MVER may fluctuate within slab areas and can have significant seasonal variations.
- Do not apply over existing coatings, sealers or floor coverings.
- Do not apply where either slab or air temperature falls below 50°F (10°C) at or within 72 hours after installation.

APPLICATION Continued

LIMITATIONS / PRECAUTIONS Continued

- Do not use where temperature will exceed 125°F.
- Do not apply to concrete slabs with less than 3500 psi compressive strength. (Consult DEPENDABLE Technical Services).
- Protect the area to be treated from strong sunlight, wind or drafts.
- Acid Etching should not be used as a method of preparation.
- Do not apply to new concrete slabs until at least 7 days old.
- Do not apply where VAPORSEAL-HM will receive unprotected exposure to sunlight or UV radiation.
- Terrazzo strips may move and may corrode, therefore VAPORSEAL-HM is not warranted over terrazzo strips.
- Can NOT be sprayed.
- DO NOT FREEZE.

24 HOUR EMERGENCY: CHEMTREC® 1-800-424-9300 NON-TOXIC and NON-FLAMMABLE

Keep container closed and keep away from children. May cause slight eye abrasion or irritation if spilled or rubbed in eyes. Flush thoroughly with water. If taken internally, call a physician. Technical Assistance: Visit our website: floorprep.com or call 1-800-227-3434

PROPOSITION 65

This material contains components listed by the State of California as components that are known to cause birth defects, cancer, or other reproductive harm

WARRANTY APPLICATION

A 10 year Limited Warranty is available provided the proper warranty application is supplied to Dependable, LLC. Dependable will issue a separate warranty upon receipt and approval provided the application instructions are followed. Visit our website: floorprep.com or call 1-800-227-3434

LIMITED WARRANTY:

Dependable, LLC warrants to the initial purchaser only that the goods sold hereunder will be free from defects in material and workmanship and, except as otherwise set forth herein, will conform to the specifications provided. If any failure to meet this warranty appears within one year from the date of shipment of the goods, on the condition that Dependable, LLC. will correct any such failure by either replacing or repairing any defective goods, at Dependable, LLC's option.

The preceding paragraph sets forth the exclusive remedy for all claims based on failure of or defect in the goods sold hereunder, whether such failure or defect arises before or during the warranty period and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. The forgoing warranty is exclusive and is in lieu of all other warranties whether written, oral, implied or statutory.



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NATURAL CREATIONS®

ArborArt® • EarthCuts® • Mystix®

Luxury Vinyl Tile (LVT)



The essence of earth's woods and stones, plus design trends in multiple sizes is displayed in the Natural Creations collection of luxury vinyl tile. It features CONTINUUM™ colors and designs that coordinate with Armstrong REJUVENATIONS™ sheet flooring. The durable, abrasion-resistant wear layer allows for years of good looks while the UV-cured urethane coating may eliminate the need for polishes in some areas. Awarded ADEX Gold for Design Excellence, Natural Creations offers traditional, rustic and exotic wood-looks in ArborArt, natural surface characteristics and color variation in EarthCuts and contemporary design trends in Mystix.

PRODUCT INFORMATION	
Construction	Solid Vinyl Tile [a.k.a. Luxury Vinyl Tile (LVT)]
Product Line	Natural Creations – ArborArt, EarthCuts, Mystix
International Product Specifications	ASTM F 1700, Class III, Type B – embossed surface
Overall Thickness	0.125 in. (3.2 mm)
Wear Layer Thickness	0.020 in. (0.5 mm)
Finish	UV-cured Polyurethane
Installation	Full Spread Adhesives – S-288 Premium, S-543 High-Moisture, S-240 Epoxy
Maintenance Options	Polish No Polish – Spray Buff/No Buff

PACKAGING		
Tile Sizes	12 in. x 12 in. (305 mm x 305 mm)	4 in. x 36 in. (102 mm x 914 mm)
	16 in. x 16 in. (406 mm x 406 mm)	6 in. x 36 in. (152 mm x 914 mm)
	18 in. x 18 in. (457 mm x 457 mm)	6 in. x 48 in. (152 mm x 1219 mm)
	12 in. x 24 in. (305 mm x 610 mm)	8 in. x 36 in. (203 mm x 914 mm)
	18 in. x 36 in. (457 mm x 914 mm)	9 in. x 48 in. (229 mm x 1219 mm)
Shipping Weight	Contact Techline – www.armstrong.com/commercialflooringna/flooring-techline.html	

	PERFORMANCE	TEST METHOD	MINIMUM REQUIREMENT	PERFORMANCE VS. REQUIREMENT
ASTM F 1700	Thickness	ASTM F 386	Nominal ± 0.005 in.	Meets
	Size	ASTM F 2055	± 0.016 in. per linear foot	Exceeds
	Squareness	ASTM F 2055	0.010 in. max	Exceeds
	Residual Indentation	ASTM F 1914	Average less than 8%	Exceeds
	Flexibility	ASTM F 137	≤ 1.0 in., no cracks or breaks	Exceeds
	Dimensional Stability	ASTM F 2199	≤ 0.024 in. per linear foot	Exceeds
	Chemical Resistance	ASTM F 925	No more than slight change in surface dulling, attack or staining	Meets or Exceeds
	Resistance to Heat	ASTM F 1514	ΔE ≤ 8	Exceeds
	Resistance to Light	ASTM F 1515	ΔE ≤ 8	Exceeds
	Static Load Limit – Subjective Visual	ASTM F 970	No visually apparent indentation	250 psi
Supplementary	Fire Test Data – Flame Spread	ASTM E 648	0.45 watt/cm ² or more Class I	Meets
	Fire Test Data – Smoke Evolution	ASTM E 662	450 or less	Meets
	Fire Test Data – Canada	CAN/ULC S-102.2	Use dependent	Flame Spread – 90 Smoke Developed – 385
	Certified Low Emitting Product	LEED® EQ4.3	Meets Guidelines	Meets
	Certified Low Emitting Adhesive	LEED EQ4.1	Meets Guidelines	Meets
	Plant Certification	ISO 14001	Meets Certification Guidelines	Certified
	Indoor Air Quality	FloorScore™	Meets Certification Guidelines	Certified
	Indoor Air Quality	CHPS 01350	Meets Certification Guidelines	Certified
NSF/ANSI 332	Sustainability Assessment	Meets Certification Guidelines	Gold Level Certified	

WARRANTY
10-Year Commercial Warranty when installed in accordance with Armstrong's Guaranteed Installation Systems manual, F-5061.

LINKS
Installation Instructions – www.armstrong.com/pdbupimages/194605.pdf
Maintenance Information – www.armstrong.com/pdbupimages/197965.pdf
View the full line – www.armstrong.com/commercialflooringna/products/lvt
Email Techline – www.armstrong.com/commercialflooringna/contact_techline.jsp

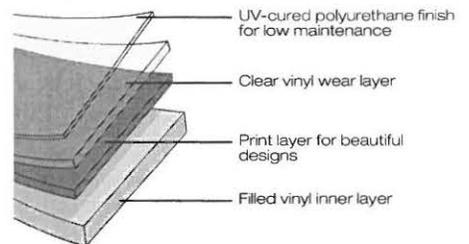
NATURAL CREATIONS®

ArborArt® • EarthCuts® • Mystix®
Luxury Vinyl Tile (LVT)

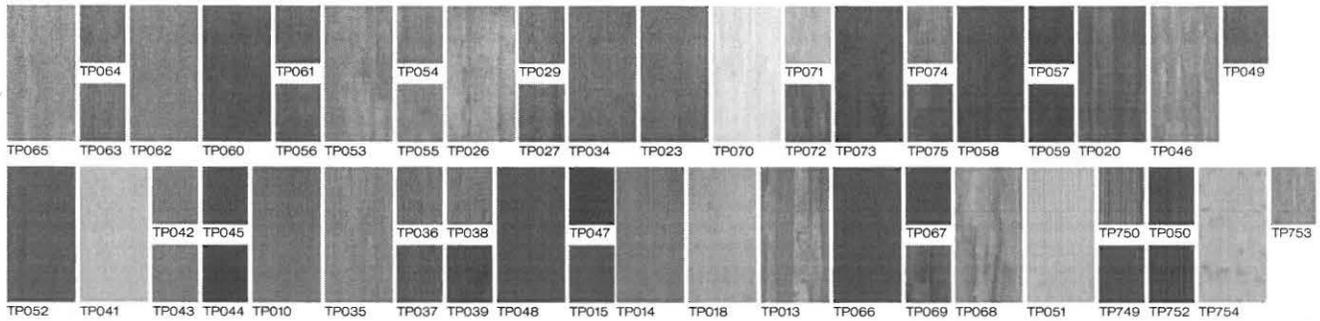


Sustainability Facts

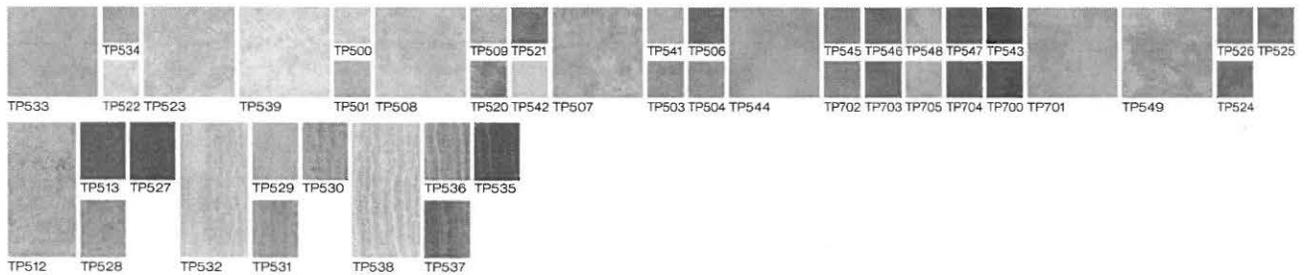
Serving LVT	As Served
Certified to meet LEED® EQ Credit: Low Emitting Interiors	✓
Adhesives	
Certified to meet LEED® EQ Credit: Low Emitting Interiors	✓
FloorScore™ Certified to CDPH Standard Method V1.1-2010	✓
Collaborative for High Performance Schools	
CHPS-IEQ2.2 & LABS-21 IEQ4.3	✓
ISO 14001 Plant Certification	✓
U.S. Green Building Council Member	✓
Canada Green Building Council Member	✓
NSF/ANSI 332 Gold Level Certified	✓
Low Maintenance Option	✓



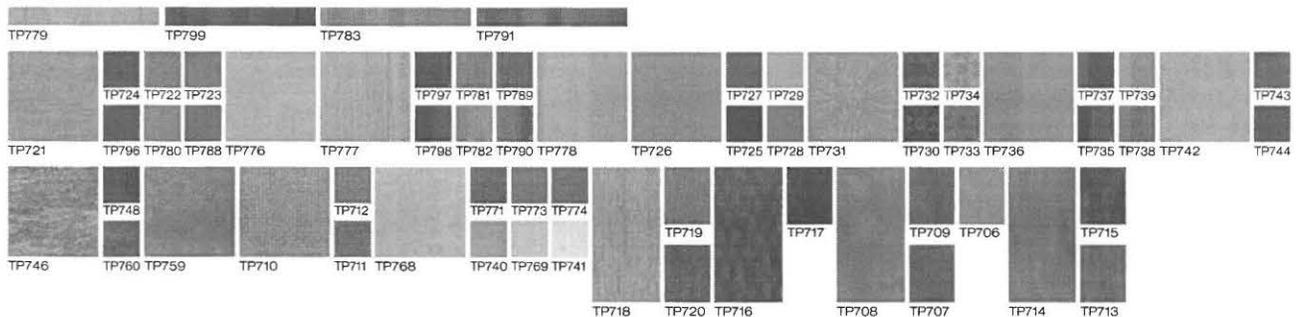
ArborArt



EarthCuts



Mystix



Commercial Luxury Vinyl Tile Installation System

Product	Gauge	Size	Adhesive
NATURAL CREATIONS	0.125" (3.2 mm)	Various Sizes and Shapes	S-288, S-543*, or S-240**

* It is necessary to smooth out the adhesive trowel ridges using a medium nap paint roller.

** It is necessary to smooth out the adhesive trowel ridges using a 3/16" (4.8 mm) nap paint roller.

The purpose of this is to create a uniform application of the adhesive.

Note: When installing Natural Creations in areas subject to direct sunlight, topical moisture, temperature fluctuations, Armstrong S-240 Epoxy Adhesive must be used.

Installation:

- Location: All grade levels
- Fitting: End Joints should be staggered a minimum of 6" (15 cm) apart

Suitable Substrates:

All substrates listed below must be properly prepared and meet the requirements discussed in Chapter III, Subfloors and Underlayments. There may be certain exceptions and special conditions for these substrates to be suitable for the Luxury Solid Vinyl Flooring Installation System.

- Concrete (all grade levels)
- Approved Suspended Wood
- Polymeric Poured (seamless) Floors
- Steel, Stainless Steel, Aluminum
- Ceramic Tile, Terrazzo, Marble
- Existing Resilient Sheet Flooring
- Existing Vinyl Composition Tile (VCT) On-grade or Suspended Only

Job Conditions/Preparation:

- Resilient flooring should only be installed in temperature-controlled environments. It is necessary to maintain a constant temperature before, during, and after the installation. Therefore, the permanent or temporary HVAC system must be in operation before the installation of resilient flooring. Portable heaters are not recommended as they may not heat the room and subfloor sufficiently. Kerosene heaters should never be used.
- Substrates must be dry, clean, smooth and free from paint, varnish, wax, oils, solvents and other foreign matter.
- In renovation or remodel work, remove any existing adhesive residue* so that 100% of the overall area of the original substrate is exposed.
- Allow all flooring materials and adhesives to condition to the room temperature for a minimum of 48 hours before starting the installation.

* Some previously manufactured asphaltic "cutback" adhesives contained asbestos (see warning statement on page x). For removal instructions, refer to the Resilient Floor Covering Institute's publication Recommended Work Practices for Removal of Resilient Floor Coverings.

- The area to receive the resilient flooring should be maintained at a minimum of 65°F (18°C) and a maximum of 100°F (38°C) for 48 hours before, during, and for 48 hours after completion. **When using S-240 Epoxy Adhesive the maximum room temperature should not exceed 85°F (29°C).**
- During the service life of the floor, the temperature should never rise above 100°F (38°C) nor fall below 55°F (13°C). The performance of the flooring material and adhesives can be adversely affected outside this temperature range.
- Conduct calcium chloride tests or percent relative humidity tests. Bond tests should also be conducted for compatibility with the substrate. Please refer to Chapter III, Subfloors and Underlayments.
- Radiant-heated substrates must not exceed a maximum surface temperature of 85°F (29°C).
- Concrete floors should be tested for alkalinity. The allowable readings for the installation of Armstrong flooring are 5 to 9 on the pH scale.
- Use S-240 Epoxy Adhesive in areas where the product will be subjected to direct sunlight, topical moisture, concentrated static and dynamic loads or temperature fluctuations.

Fitting:

Before installing the material, plan the layout so tile joints fall at least 6" (15.2 cm) away from subfloor/underlayment joints. Do not install over expansion joints.

The end joints should be staggered a minimum of 6" (15.2 cm) apart.

Recommended fitting procedures include straight scribing, pattern scribing, or cutting with a tile cutter.

Abutting Different Gauges of Resilient Flooring: When installing thinner gauge material next to thicker gauge material, install thicker material first and then butt a 12" (30.5 cm) wide piece of S-153 Scribing Felt against the thicker material. Adhere the Scribing Felt to the subfloor with S-235 Adhesive. Use the fine notching of the S-891 Trowel over nonporous substrates such as existing resilient flooring, and use the regular notching of the S-891 Trowel over porous subfloors such as wood and concrete. Use S-184 Fast-Setting Cement-Based Patch and Skim Coat or S-194 Patch, Underlayment and Embossing Leveler to feather the edge of the S-153 Scribing Felt to the level of the substrate. Allow the patch to dry completely before installing the flooring. Scribing Felt is not recommended to be used under the entire installation.

Adhesive Open Times and Trowel Notchings

Adhesive	Set-in-Wet for POROUS Subfloors	Dry-to-Touch for NONPOROUS Subfloors
S-288 or S-543*	Open Time: Approximately 10 minutes Fine Notch: 1/32" (0.8 mm) deep, 1/16" (1.6 mm) wide, 5/64" (2 mm) apart	Open Time: 30 minutes or more Fine Notch: 1/32" (0.8 mm) deep, 1/16" (1.6 mm) wide, 5/64" (2 mm) apart
S-240**	Open Time: Approximately 10-20 minutes Fine Notch: 1/32" (0.8 mm) deep, 1/16" (1.6 mm) wide, 5/64" (2 mm) apart	Open Time: Approximately 10-20 minutes Fine Notch: 1/32" (0.8 mm) deep, 1/16" (1.6 mm) wide, 5/64" (2 mm) apart

* It is necessary to smooth out the adhesive trowel ridges using a medium nap paint roller.

** It is necessary to smooth out the adhesive trowel ridges using a 3/16" (4.8 mm) nap paint roller. The purpose of this is to create a uniform application of the adhesive.

NOTE: Allowing the proper open time will help to minimize tile shifting. The amount of open time will vary according to job conditions, temperature, humidity, air flow, and type of substrate.

Procedure:

See Adhesive Open Times and Trowel Notchings above.

• **S-288 or S-543 – Porous Substrates:**

Move the chalk lines to the corner or end of the room farthest from the doorway. These lines should be 2' or 3' from the wall depending on your reach (Fig. 4).

1. Apply the S-288 or S-543 Adhesive in 2' or 3' bands (Fig. 5), being careful not to cover the chalk lines. Do not apply more adhesive than you can cover within 20 minutes. Allowing a 10-minute open time and fitting the border tile tightly will reduce tile shifting and adhesive oozing. **DO NOT** allow the adhesive to dry completely.

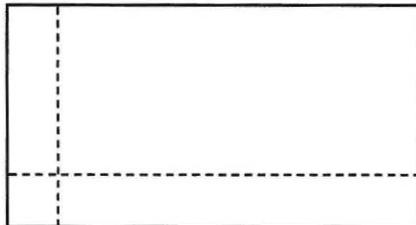


Fig. 4

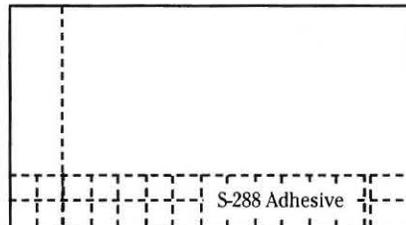


Fig. 5

2. Install the tile along the chalk lines. Wood plank visuals must be installed with the arrows pointing in the same direction. Square and rectangle tiles may be installed with arrows pointing in the same direction, quarter turned, or randomly installed for customized visuals. Install the field area first and then fit in the border tile.

3. Immediately remove any adhesive from the surface of the flooring using a clean, white cloth dampened with a neutral detergent and water. Roll the tile in both directions within 30 minutes after installation using a 100-lb. roller.
4. Do not work on newly installed tile except to roll tile. If unavoidable, use a kneeling board.
5. Repeat Steps 1 through 4 until the installation has been completed.
6. Do not allow traffic for 24 hours after installation. Newly installed flooring should not be exposed to rolling load traffic for at least 72 hours after installation to allow setting and drying of the adhesive.

• **S-288 or S-543 – Nonporous Substrates:**

Line off entire area to be installed.

1. Apply the S-288 or S-543 Adhesive over the area, being careful not to cover the chalk lines.
2. You may prefer to install one quarter of the room at a time by starting in the center of the room (Refer to Chapter VI, Layout and Fitting, Section B for layout instructions).
3. Allow the adhesive to set until dry-to-touch (except S-240), following the recommended open time. To test, press your thumb lightly on the surface of the adhesive in several places. If the surface feels slightly tacky as your thumb is drawn away and does not stick to your thumb, the adhesive is ready for installation.
4. Install the tile along the chalk lines. Wood plank visuals must be installed with the arrows pointing in the same direction. Square and rectangle tiles may be installed with arrows pointing in the same direction, quarter turned or randomly installed for customized visuals. Install the field area first and then fit in the border tile.
5. Immediately remove any adhesive from the surface of the flooring using a clean, white cloth dampened with a neutral detergent and water. Roll the tile in both directions within 30 minutes after installation, using a 100-lb. roller.
6. Do not allow traffic for 24 hours after installation. Tile should not be exposed to rolling load traffic for at least 72 hours after installation to allow setting and drying of the adhesive.

• **LVT installed over an existing single layer of resilient flooring:**

NOTE: The responsibility for determining if the old resilient flooring is well-bonded to the subfloor and will not show through the final installation rests with the contractor and the installer.

1. Confirm that the existing flooring is completely and firmly bonded.
2. Existing flooring must have been properly installed over underlayments and subfloors recommended as suitable for resilient flooring.
3. They may not show evidence of moisture or alkaline.

4. Waxes, polishes and other finishes must be removed with a commercially available stripper. We would recommend using a 3M Black Pad for stripping purposes only. Do not allow the stripping solution to dry at any time. Thoroughly rinse the existing flooring with clean water after removing the stripping solution. Do not flood with water or stripping solution at any time.
5. Indentations or damaged areas should be replaced or repaired.
6. Allow all flooring materials and adhesives to condition to the room temperature for a minimum of 48 hours before starting the installation.
7. Line off the entire area to be installed.
8. Apply the S-288 or S-543 Adhesive over the area, being careful not to cover the chalk lines. You may prefer to spread and install one quarter of the room at a time.
9. Allow the adhesive to set until dry-to-touch (except S-240), allowing the recommended open time. To test, press your thumb lightly on the surface of the adhesive in several places. If the adhesive feels slightly tacky and does not stick to your thumb, the adhesive is ready for the installation.
10. Install the tile along the chalk lines. Wood plank visuals must be installed with the arrows pointing in the same direction. Square and rectangle tiles may be installed with arrows pointing in the same direction, quarter turned, or randomly installed for customized visuals. Install the field area first and then fit in the border tile.
11. Immediately remove any adhesive from the surface of the flooring using a clean, white cloth dampened with a neutral detergent and water. Roll the tile in both directions within 30 minutes after installation using a 100-lb. roller.
12. Do not allow traffic for 24 hours after installation. Tile should not be exposed to rolling load traffic for at least 72 hours after installation to allow setting and drying of the adhesive.

NOTE: Installations over existing resilient flooring may be more susceptible to indentations.

• **Custom LVT Installations:**

Custom LVT installations will use the same layout procedures as standard LVT installations; however, they may require some adjustments once the initial layout is completed. Additional lines may be needed depending on the design of the floor. Once the final layout is determined, the starting point may not necessarily be in the corner or the center of the room. The starting point may be adjusted so that the installation of the design is more easily completed. An example would be to install an inset first and then install the field around the inset, which would insure proper placement of the inset. It is important that when using this procedure, enough time is allowed for the adhesive to set, whereby any pressure will not cause slipping or shifting of the tile.

• **Concentrated Static and Dynamic Loads with NATURAL CREATIONS
Luxury Solid Vinyl Flooring using S-240 Epoxy Adhesive:**

Product Performance under Concentrated Static and Dynamic Loads

Armstrong Luxury Solid Vinyl Flooring is used in many applications where it is subjected to heavy static and dynamic loads. Some furnishings, appliances, and equipment in certain environments may be equipped with wheels, casters, rests, or other floor contact devices, which concentrate rather than distribute the load over the surface of the flooring. Hospital patient beds and operating room tables are typical examples. With respect to portable furnishings and equipment, while concentrated wheel/caster loadings provide for easier mobility, they can be particularly damaging to resilient flooring installations. Armstrong recommends that any furnishings or equipment be fitted with floor contact devices, which avoid concentrating weight loads.

Our experience has shown that the use of hard-setting reactive adhesives, like our S-240 Epoxy Adhesive, offer advantages and may help protect against damage (such as delamination) when used to install flooring under such furnishings and equipment. Depending on the application, the epoxy may only be necessary in limited areas of any particular installation such as an area immediately beneath and adjacent to the primary areas of contact with the flooring. In the case of certain heavy hospital beds, the application of the epoxy adhesive in an area that extends a minimum of 1' beyond the wheel base or footprint of the four casters [approximately 4' x 8' (1.2 m x 2.4 m)] may be sufficient.

Move the chalk lines to the corner or end of the room farthest from the doorway. These lines should be 2' or 3' from the wall, depending on your reach (Fig. 4).

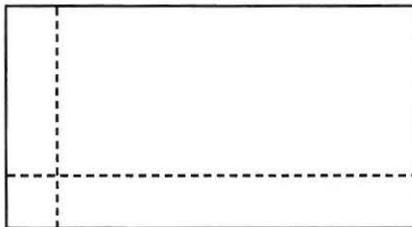


Fig. 4

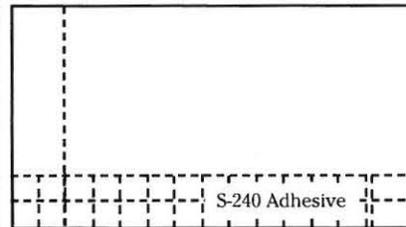


Fig. 5

1. Mix the entire contents of Part A and Part B together with a stirring motion while at the same time lifting from the bottom. Mix thoroughly for 3 to 5 minutes to a uniform color. **Do not over mix.** Never mix S-240 Epoxy Adhesive on the subfloor surface.
2. **Immediately pour the entire unit of mixed adhesive onto the substrate. Do not leave mixed adhesive in cans as it shortens pot life and working time, and may generate excessive heat.** Maximum pot life of S-240 Epoxy Adhesive is approximately 15 minutes, depending on temperature and humidity.

3. Apply the S-240 Epoxy Adhesive in 2' or 3' bands (Fig. 5), being careful not to cover the chalk lines. Do not apply more adhesive than you can cover within 20 minutes. Immediately back roll the S-240 Epoxy Adhesive with the supplied paint roller. Allowing a 10-minute open time and fitting the border tile tightly will reduce tile shifting and adhesive oozing. **DO NOT** allow the adhesive to dry completely.
4. When using S-240 Epoxy Adhesive in conjunction with the recommended Armstrong Full Spread Adhesive, plan out the open times so that the flooring may be placed into both adhesives at the same time. Working time of S-240 Epoxy Adhesive is 60 minutes.
5. After allowing the proper open time, carefully place the tile flooring into the S-240 Epoxy Adhesive to ensure that air is not trapped beneath the flooring.
6. Install the tile along the chalk lines. Wood plank visuals must be installed with the arrows pointing in the same direction. Square and rectangle tiles may be installed with arrows pointing in the same direction, quarter turned or randomly installed for customized visuals. Install the field area first and then fit in the border tile.
7. Clean any adhesive residue from the surface of the flooring using a clean, white cloth dampened with a neutral detergent and water. **Dried S-240 Epoxy Adhesive cannot be removed.**
8. Within 30 minutes of the S-240 Epoxy Adhesive application, roll the material using a 100-lb. roller. Starting at the center and working toward the edges, roll the material in the direction of the trowel notches and then again in the opposite direction. Do not work on newly adhered flooring except to roll. If unavoidable, use a kneeling board.
9. Repeat rolling procedure at 1 hour and 2 hours after the initial application of S-240 Epoxy Adhesive.
10. Do not allow traffic on the flooring for 24 hours after installation.
11. Newly installed flooring should not be exposed to rolling load traffic for at least 72 hours after installation to allow setting and drying of the adhesive.



ARMSTRONG COMMERCIAL FLOORS WARRANTY

PRODUCTS

Armstrong warrants its regular (first quality) commercial floor products to be free from manufacturing defects for (see applicable products and years below) from the date of purchase.

INSTALLATION

Armstrong warrants the installation integrity for products from the date of purchase through the warranty period (see applicable products and years below) if installed according to the Armstrong Guaranteed Installation Systems manual, F-5061. The F-5061 manual is revised on a yearly basis, and floors must be installed according to the recommendations contained in the issue of F-5061 that is current and available at the time of installation. The applicable warranty for new product installations not yet included in the current version of F-5061 shall be the warranty and installation guidelines and procedures as outlined in the new applicable product literature, until such time that the F-5061 has been updated.

WORKMANSHIP

Armstrong does not warrant the installers' workmanship. Workmanship errors should be addressed to the contractor who installed the floor. Your Armstrong® commercial floor should be professionally installed by contractors who have demonstrated expertise in installing commercial floors.

TERMS

Within One Year:

If a defect covered by this warranty is reported to Armstrong in writing within one year of purchase, Armstrong will supply new material of the same or similar grade sufficient to repair or replace the defective material. Armstrong will also pay reasonable labor costs.

Within Two Years:

If a defect covered by this warranty is reported to Armstrong in writing after one year but within two years of purchase, Armstrong will supply new material of the same or similar grade sufficient to repair or replace the defective material. Armstrong will also pay fifty percent of the reasonable labor costs.

After Two Years:

If a defect covered by this warranty is reported to Armstrong in writing after two years but within (see applicable products and years below) of purchase, Armstrong will supply new material of the same or similar grade sufficient to repair or replace the defective material. Armstrong will not pay labor costs.

Armstrong will not pay labor costs to repair or replace material with defects that were apparent before or at the time of installation.

EXCLUSIONS

The following are not covered by this warranty:

- Improper installation
- Differences in color between products and samples or photographs
- Indentation from improper loading including high heels, spiked shoes, rolling loads, chairs or other furniture not using floor protectors
- Discoloration
- Failure of the floor to adhere to the subfloor due to, for example, moisture, alkaline or hydrostatic pressure from the subfloor
- Inappropriate end-user activities

THERE ARE NO WARRANTIES BEYOND THIS EXPRESSED WARRANTY. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED.

ARMSTRONG EXCLUDES ANY LIABILITY FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES CONTAINED HEREIN ARE THE ONLY REMEDIES AVAILABLE FOR BREACH OF THIS WARRANTY.

WARRANTY OWNER

This warranty extends only to the original end-user.

Applicable Products and Years

5 Years	REJUVENATIONS™ MEDINTONE™ MEDINTECH® MEDLEY™ POSSIBILITIES® Connection CORLON®	MARMORETTE™ LINORETTE™ COLORETTE™ GRANETTE™ UNI WALTON™	MIGRATIONS® STRIATIONS BBT® RAFFIA™ ChromaSpin™ Stonetex® ARTEFFECTS® Companion Square® Imperial® Texture Rave® Imperial Texture	MultiColor™ Feature™ Tile & Strips Linoleum and Vinyl WELD RODS VINYL TRANSITION STRIPS VINYL and RUBBER WALL BASE RUBBER STAIR TREADS, RISERS, and TILES
10 Years	NATURAL CREATIONS®			
15 Years	ABODE™			

S-543 Premium Plus Commercial Vinyl Sheet Flooring Adhesive

⚠ CAUTION S-543 **EYE AND SKIN IRRITANT**

STIR WELL BEFORE USING.

For use with the following Installation Systems:

- Commercial Vinyl-Backed
- Commercial Heterogeneous and Inlaid
- Commercial Felt-Backed
- Commercial Luxury Vinyl Tile
- Residential LVT Plank

DESCRIPTION:

Type:	Water-based/synthetic polymer
Color:	White; contains visible taggants
Taggants:	50% Yellow and 50% Orange
Trowel:	S-891 Notched Steel Trowel or S-892 Replaceable Blade Trowel; fine notch (1/32" deep, 1/16" wide, 5/64" apart), U-notch
Coverage:	225-275 sq. ft. (25-30 sq. yds.) /gal (21-26 sq. m.)
Units:	1 gallon (3.78 L) and 4 gallons (15.14 L)
Open Time:	Porous substrates – Set-in-wet: Minimum 10-20 minutes Nonporous substrates – Dry-to-touch: 30 minutes or more
Working Time:	Up to 8 hours (working times may vary based on job conditions, substrates, temperature, and humidity)
Shelf Life:	1 year, unopened
Freeze/Thaw Stable:	Yes, to 10° F (-12° C)
VOC Content:	Zero g/L; calculated and reported, SCAQMD 1168
Clean Up:	Wet – clean, white cloth with neutral detergent and water Dry – clean, white cloth and mineral spirits
Subfloors:	All grade levels of concrete, existing resilient floors, ceramic, terrazzo, marble, steel, stainless steel, aluminum, polymeric poured floors, and suspended wood

Advantages:

Increased working time

High bond strength

Can be used in all commercial vinyl-backed sheet flooring applications

Strong initial grab for “set-in-wet” sheet installations

Superior moisture and alkali resistance

Anti-fungal/mold protection





ACCESSORIES

Wall Base

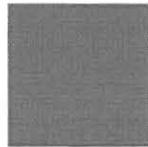
Armstrong wall base is the little accent that makes a big difference in perfecting a harmonious balance between finished floors and walls.

The type of wall base specified not only impacts the appearance, but also the performance and life-cycle costs of the project. Armstrong wall base provides exceptional durability and flexibility, and is backed by the best warranty in the industry. Made of high grade materials, it's designed to resist scuffing, fading, cracking, and shrinking, so your flooring design looks better longer. In addition, Armstrong wall base promotes healthy indoor air quality, contributing toward LEED credits.

Color-Integrated Rubber Wall Base

[View All](#)


60 - Jet Black



13 - Shale



14 - Turtledove



15 - Zinc



23 - Milk

Color-Integrated Vinyl Wall Base

[View All](#)


60 - Jet Black



13 - Shale



14 - Turtledove



15 - Zinc



23 - Milk

Standard and Custom Colors

Along with providing high quality performance features that meet the needs of designers, project specifiers, and installers, Armstrong wall base comes in over 50 standard colors to coordinate with our extensive portfolio of flooring products. We can also help you create a custom color to match interior finishes, such as paint or fabric. Dimensionally stable wall base comes in coved and straight profiles in a variety of lengths, heights, gauges, and external corners.

Wall Base Performance Features

Armstrong wall base is designed to meet or exceed ASTM F-1861 performance requirements for resilient wall base, including these features:

Flexibility - Armstrong wall base offers excellent flexibility to resist cracks and breaks as it conforms smoothly to walls, even those with slight surface variations. And when it comes to wrapping curves and corners, flexibility lessens the possibility of cracking or stress discoloration.

Anti-stain - Armstrong wall base is manufactured to resist objectionable pigmentation transfer to adjacent finished surfaces, helping to maintain the integrity of your design.

Fade resistance - In entryways, corridors, and other areas exposed to direct sunlight for extended periods, Armstrong wall base provides greater light stability to resist fading and premature aging.

Homogenous color - Through-body, consistent color enables Armstrong wall base to withstand nicks, scratches, and gouges with little visual effect.

Chemical resistance - The durable low-gloss satin finish of Armstrong wall base handles daily cleaning and maintenance routines without surface dulling, pitting, or staining.

Dimensional stability - Count on the dimensional stability of Armstrong wall base to maintain a professional appearance throughout its installed life. Precision molding delivers a snug fit with no visible effects from contraction or expansion, even in environments where temperature and humidity fluctuate greatly.

For faster installation and optimal performance during and after installation, use Armstrong's 795 Wall Base Adhesive. It offers

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[Build a Submission](#)



TECHNICAL DATA

Product Spec Sheet - Color-Integrated Rubber Wall Base

Form(s): See Product Availability chart for size.

Reference Specs:

- ASTM F 1861
 - Group 2 - Layered
 - Style A - Straight
 - Style B - Cove
 - Type TP - Rubber, Thermoplastic

Fire Test Data :

ASTM E 648 Critical Radiant Flux Class I - 0.45 or more watts/cm²

ASTM E 662 Smoke Developed 450 or less

Numerical flammability ratings alone may not define the performance of the product under actual fire conditions. These ratings are provided only for use in the selection of products to meet the specified limits.

Adhesive: S-725

Product Availability Chart:

Product	Gauge	Size
Cove Roll	1/8 in (3.2 mm)	120 ft (36.58 m) x 4 in (10.16 cm)
Cove Strip	1/8 in (3.2 mm)	48 in (121.9 cm) x 2.5 in (6.35 cm)
	1/8 in (3.2 mm)	48 in (121.9 cm) x 4 in (10.16 cm)
	1/8 in (3.2 mm)	48 in (121.9 cm) x 6 in (15.24 cm)
Coved External Corner	1/8 in (3.2 mm)	Standard in (Standard cm) x 4 in (10.16 cm)
Straight Roll	1/8 in (3.2 mm)	120 ft (36.58 m) x 4 in (10.16 cm)
Straight Strip	1/8 in (3.2 mm)	48 in (121.9 cm) x 2.5 in (6.35 cm)
	1/8 in (3.2 mm)	48 in (121.9 cm) x 4 in (10.16 cm)
	1/8 in (3.2 mm)	48 in (121.9 cm) x 6 in (15.24 cm)

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S-725 Wall Base Adhesive

⚠ CAUTION S-725 EYE AND SKIN IRRITANT

STIR WELL BEFORE USING.

For use with the following Installation System:

- WALL BASE, RISERS, and Vinyl TRANSITION STRIPS

DESCRIPTION:

Type:	Water-based/rubber-resin
Color:	Off-white
Taggants:	Yes – 50% yellow and 50% orange
Trowel:	1/16" deep, 1/16" wide, 3/32" apart), U-notch
Coverage:	2-1/2" WALL BASE: 375-425 lin. ft./gal (114-130 m. lin.) 4" WALL BASE: 300-350 lin. ft./gal (91-107 m. lin.) 6" WALL BASE: 200-250 lin. ft./gal (61-76 m. lin.) 7" RISER: 200-250 lin. ft./gal (61-76 m. lin.) 11-oz cartridge – 4": 1/8" bead – 18 lin. ft. (5.5 m. lin.) 30-oz cartridge – 4": 1/8" bead – 50 lin. ft. (15.2 m. lin.)
Units:	11-oz cartridge (311.8 grams) 30-oz cartridge (950.4 grams) quart (946 ml) gallon (3.78 L) 4 gallons (15.14 L)
Open Time:	None recommended
Working Time:	Up to 15 minutes
Shelf Life:	1 year, unopened
Freeze/Thaw Stable:	Yes, to 10° F (-12° C)
VOC Content:	Zero g/L; calculated and reported, SCAQMD 1168
Clean Up:	Wet – clean, white cloth with neutral detergent and water Dry – clean, white cloth and mineral spirits
Walls:	Structurally sound and dry wall surfaces



Advantages:

Moisture and alkali resistant
Good wet strength
Excellent bond integrity
Versatile (use for rubber or vinyl WALL BASE)
AGIS Guarantee
Nonflammable

